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COPY

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

Regular Meeting -- Wednesday, January 11, 2006

at 10:00 A.M.

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

OFFICIAL RECORD

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, January 11, 2006

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Attendance At Meeting.

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

Absent -- Aldermen Allen, Levar.

Call To Order.

On Wednesday, January 11, 2006 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Flores, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Mell, Austin, Colón, Banks, Mitts, Laurino, Doherty, Natarus, Daley, Tunney, Schulter, M. Smith, Moore, Stone -- 39.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Reverend Phillip L. Blackwell, Senior Pastor of First United Methodist Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Rules Suspended -- MEMBERS OF CHICAGO POLICE DEPARTMENT,
COOK COUNTY STATE'S ATTORNEY'S OFFICE AND CHICAGO
HIGH INTENSITY DRUG TRAFFICKING AREA OF OFFICE
OF NATIONAL DRUG POLICY CONTROL HONORED
FOR SUCCESSFUL EXECUTION OF
OPERATION "LAKE TROUT".

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- Together with Alderman Flores, I transmit herewith a congratulatory resolution concerning the Chicago Police Department successful execution of Operation Lake Trout.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On June 3, 2005, as part of Chicago Police Superintendent Philip J. Cline's Violence Reduction Strategy, the Chicago Police Department undertook Operation "Lake Trout" in an effort to curb narcotic sales and increased gang violence in and around the Chicago Housing Authority's Lathrop Homes Housing Development on the city's near northwest side; and

WHEREAS, Upon learning that two competing street gangs had formed an alliance to sell illegal drugs within the Lathrop Homes Housing Development, Chicago Police Department personnel initiated fixed and roving video surveillance of the housing complex in order to penetrate the structure of the two gangs and obtain information on their narcotics sales; and

WHEREAS, Surveillance revealed that the gang members deliberately avoided being videotaped by conducting most of their sales in stairwells and other isolated locations beyond the reach of the Chicago Police Department's video cameras, and far away from the safety net provided by assisting police officers; and

WHEREAS, Under these circumstances, the Chicago Police Department concluded that substantiation of criminal narcotic charges against the targets of Operation "Lake Trout" would require a court-authorized Consensual Overhear, controlled narcotic purchases from gang members and covert seizures of the controlled substances in the gangs' possession; and

WHEREAS, Undaunted by the enormous task and treacherous conditions confronting them, the undercover police officers assigned to Operation "Lake Trout" assumed great personal risk in order to make the purchases and seizures necessary to convict their targets of a crime; and

WHEREAS, The sustained and methodical approach taken by the Chicago Police Department to ensure the success of Operation "Lake Trout" did not go unrewarded. Several gang members, including high-ranking members, were arrested. With the assistance of the Cook County State's Attorney's Office, eight individuals were charged with Criminal Drug Conspiracy and five others with Delivery of a Controlled Substance; and

WHEREAS, Operation "Lake Trout" is only one of fifty-three operations executed citywide in 2005 by the Chicago Police Department, in conjunction with the State's Attorney's Office and the Chicago High Intensity Drug Trafficking Area ("H.I.D.T.A.") of the Office of National Drug Control Policy, in order to detect and destroy street corner drug conspiracies. This past year alone, these operations, involving twenty-seven street gangs in eighteen of the city's twenty-five police districts, have resulted in seven hundred thirty-five drug-related arrests, the seizure of fifteen cars and the recovery of Ninety Thousand Dollars in cash and more than Three Hundred Thousand Dollars worth of illegal drugs; and

WHEREAS, A highly successful covert operation, Operation "Lake Trout" has crippled the street gangs operating on Chicago's near northwest side and created a more peaceful and safer living environment for the one thousand plus residents of the Lathrop Homes Housing Development; and

WHEREAS, Many members of the Chicago Police Department, the State's Attorney's Office and the Chicago H.I.D.T.A. are responsible for the success of Operation "Lake Trout" and deserve to be recognized and honored for their ongoing efforts to rid our great city of the scourge of drugs, gangs and street violence; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, do hereby honor the following members of the Chicago Police Department, the Cook County State's Attorney's Office and the Chicago H.I.D.T.A. for their professionalism, dedication and exceptional efforts on behalf of the citizenry of Chicago:

Chicago Police Captain Elias A. Voulgaris, Star Number 43;

Lieutenant Peter J. Piazza, Star Number 711;

Squad A4 of the Narcotic and Gang Investigation Section:

Sergeant Noel Sanchez, Star Number 1202; Police Officers Vaselios D. Roumbos, Star Number 19380; Richard V. Tufano, Star Number 7624; Floyd Goldsmith, Star Number 3018; George E. Brown III, Star Number 11809; Kenneth M. Mok, Star Number 13150; Giselle Ruiz, Star Number 18537; Brad R. Williams, Star Number 12571; Oscar Brown, Jr., Star Number 9994; and Nick S. Lymperis, Star Number 11553; and Gang Crime Specialist Steven R. Worsham, Star Number 20543;

19th District Gang Unit:

Police Officers Rafael Bonifazi, Star Number 19459; Stephen M. Findysz, Star Number 17730; and Thomas A. Beebe, Star Number 17611;

Video/Computer Support Section:

Police Officers Dennis Hurd, Star Number 17225; Henry A. Walton, Star Number 11384; and Police Technician Tony M. Green, Star Number 18566;

Intelligence Section:

Police Officers Gregory A. Whitmore, Star Number 15179; Eloisa Chaparro, Star Number 5837; Brian E. Roney, Star Number 6217; Dennis G. Hughes, Star Number 8564; Elmore D. Metcalfe, Star Number 16755; Police Technician James P. Norris, Star Number 16958; and Police Technician Ronald D. Bonadurer, Star Number 4448

Asset Forfeiture Section:

Police Officers Angela Magee, Star Number 10721; and James P. Clarke, Star Number 15299;

Assistant Cook County State's Attorney William Frost;

Chicago H.I.D.T.A. Intelligence Research Specialist Erik Phillipson; and

Be It Further Resolved, That a suitable copy of this resolution be presented to each of the above-named individuals, and placed on permanent record in each of the personnel files of the members of the Chicago Police Department, as a token of our appreciation and esteem.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, expressed gratitude to the members of local, county and federal law enforcement agencies for their dedicated efforts in Operation "Lake Trout" to combat narcotic sales and gang violence in and around the Lathrop Homes Housing Development. Lauding the honorees for their professionalism, teamwork and bravery, Mayor Daley declared them representative of the men and women of law enforcement who, on a daily basis, have dedicated themselves to the service and protection of others. Decrying the scourge of drugs and guns which besets every community, Mayor Daley cited the cooperative efforts by members of the Chicago Police Department, the Cook County State's Attorney's Office and the Chicago High Intensity Drug Trafficking Area of the Office of National Drug Control Policy as key to the success of Operation "Lake Trout". After calling the City Council's attention of the presence in the visitors' gallery of the families and friends of the honorees, Mayor Daley invited 13th District Police Captain Elias A. Voulgaris; members of the Narcotics and Gangs Investigation Section, Unit 189: Lieutenant Peter J. Piazza, and Squad A/4: Sergeant Noel Sanchez, Police Officers Vaselios D. Roumbos, Richard V. Tufano, George E. Brown III, Kenneth M. Mok, Giselle Ruiz, Brad R. Williams, Oscar Brown, Jr. and Gang Crime Specialist Steven R. Worsham; Criminal Enterprise Section, Unit 196, Police Officer Nick S. Lymperis; members of the Video/Computer Support Section: Police Officers Dennis Hurd, Henry A. Walton and Police Technician Tony M. Green; members of the Intelligence Section: Police Officers Gregory A. Whitmore, Eloisa Chaparro, Brian E. Roney, Dennis G. Hughes, Elmore D. Metcalfe, Police Technicians James P. Norris and Ronald D. Bonadurer; members of the Asset Forfeiture Section: Police Officers Angela Magee and James P. Clarke; members of the 19th District Gang Unit: Police Officers Rafael Bonifazi, Stephen M. Findysz and Thomas A. Beebe; Assistant Cook County State's Attorney William Frost and Chicago H.I.D.T.A. Intelligence Research Specialist Erik Phillipson to the Mayor's rostrum where he offered his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- MEMBERS OF FIRE DEPARTMENT ENGINE
COMPANY 101 AND TRUCK COMPANY 41 HONORED
FOR HEROIC, LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution regarding the members of Truck 41 and Engine 101 of the Chicago Fire Department and their exemplary conduct during the events on November 11, 2005.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, In the pre-dawn hours of November 11, 2005, Engine 101 and Truck 41 of the Chicago Fire Department's 20th Battalion responded to a report of a fire at 7125 South Washtenaw Avenue; and

WHEREAS, Because of the early morning hour and reports to the Emergency 9-1-1 Center that as many as three people were possibly trapped on the second floor, the level of alarm climbed as the first rescue companies raced to the location; and

WHEREAS, Engine 101 arrived on the scene first and found the second floor of the residential building consumed in flames. The engine company immediately led out hoses to attack the fast-spreading fire, which had already destroyed much of the apartment's living room and dining room; and

WHEREAS, While bravely battling the intense heat and flames from the front stairwell, fire crews realized that no one could have escaped the apartment's rear bedrooms, which had been cut off from exit by the blazing fire and searing heat; and

WHEREAS, Under orders of Lieutenant Edward Toomey, two firefighters from Truck 41 were sent up the interior stairwell to begin search and rescue operations at the front of the building, while ground ladders were raised in the narrow gangway to reach the rear bedrooms through upper story windows; and

WHEREAS, To successfully reach the trapped victims before fire and deadly smoke took their toll, firefighters of Truck 41 ascended the ladders and broke out the second floor windows to ventilate the rooms. Battling thick smoke and scorching heat as they entered, the firefighters quickly performed searches and soon located two adults and one child; and

WHEREAS, Firefighters brought the three occupants to safety down the ground ladders, and then placed the victims in the able care of Fire Department Ambulance 18 personnel, who monitored them closely until they were taken to the nearest hospital emergency room; and

WHEREAS, Lieutenant Toomey and the members of Truck 41, working in harmony with the members of Engine 101, effectively carried out a dangerous rescue and extinguished a potentially deadly fire. The professionalism and quick thinking displayed by these fire personnel surely saved the lives of three desperate victims, avoiding a certain tragedy that cold November morning. Their heroic actions were in keeping with the highest traditions of the Chicago Fire Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, do hereby congratulate the following individuals on their dramatic and courageous rescue:

Engine 101:

Lieutenant/Emergency Medical Technician Christopher Wagner;

Engineer Gary Hatfield;

Firefighter/Emergency Medical Technician John Procaccio;

Firefighter Scott Kaczka; and

Firefighter Jason Mayoski;

Truck 41:

Lieutenant Edward Toomey;

Firefighter Guadalupe Barrera;

Firefighter John Graff;

Firefighter Erik Peterson;

Firefighter/Paramedic Jeremy Burns; and

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

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, expressed appreciation to the members of Engine 101 and Truck 41 of the Chicago Fire Department's 20th Battalion for their heroic, life-saving rescue. The selfless dedication and courage exhibited by these heroes is, Mayor Daley declared, inherent in all members of the Fire Department who on a daily basis are confronted with emergency and life-threatening situations in the service and protection of others. After calling the City Council's attention to the presence in the visitors' gallery of the families and friends of the honorees, Mayor Daley invited the members of Engine 101: Lieutenant/Emergency Medical Technician Christopher Wagner, Engineer Gary Hatfield, Firefighter/Emergency Medical Technician John Procaccio, Firefighter Scott Kaczka and Firefighter Jason Mayoski and the members of Truck 41: Lieutenant Edward Toomey, Firefighter Guadalupe Barrera, Firefighter John Graff, Firefighter Erik Peterson and Firefighter/Paramedic Jeremy Burns to the Mayor's rostrum where he offered his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- EXPRESSION OF SORROW TO CONGREGATION
OF PILGRIM BAPTIST CHURCH ON TRAGIC LOSS
OF CHURCH FACILITY TO FIRE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution concerning the tragic loss of the Pilgrim Baptist Church.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The beloved one hundred fifteen-year-old landmark Pilgrim Baptist Church stood as one of our city's and nation's most important buildings, both historically and architecturally; and

WHEREAS, Congregation members and the community at large suffered an immense loss after a fire ravaged the church on Friday, January 6, 2006; and

WHEREAS, Designed by the famed architectural firm of Adler and Sullivan, Pilgrim Baptist Church represented the combined genius of Dankmar Adler, who designed the acoustical perfection of the sanctuary, and Louis H. Sullivan, who created the building's strong masonry forms and exceptional foliate terra-cotta and plaster ornament; and

WHEREAS, Built as Kehilath Anshe Ma' ariv Synagogue, the building originally housed the oldest Jewish congregation in Chicago (the "Congregation of the Men of the West"), founded in 1847; and

WHEREAS, The building had housed the Pilgrim Baptist Church since 1922; and

WHEREAS, During the 1930s, the congregation and its longtime music director, Thomas A. Dorsey, were instrumental in the development of gospel music; and

WHEREAS, Thomas Dorsey is considered the "father" of gospel music for combining religious hymns with up-tempo blues arrangements; and

WHEREAS, Among those who sang at the Church were: Mahalia Jackson, Sallie Martin, James Cleveland, and the Edwin Hawkins Singers; and

WHEREAS, In order to preserve its rich history for future generations, the church was designated a Chicago landmark on December 18, 1981; and

WHEREAS, A monument to faith with national historical significance, the Pilgrim Baptist Church served as a spiritual, artistic, architectural and community treasure; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, do hereby pay tribute to the Pilgrim Baptist Church and express our deep sorrow to the church congregation on their tragic loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to Robert Vaughn, Chairman of the Board of Trustees of the Pilgrim Baptist Church, as a token of our esteem and good wishes.

On motion of Alderman Burke, seconded by Aldermen Haithcock, Tillman, Preckwinkle, Lyle, Troutman, Ocasio, Burnett, Mitts and Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, expressed sorrow to the congregation of Pilgrim Baptist Church on the destruction of the church edifice as the result of a catastrophic fire. Citing the church for its historical significance as a political, religious, business and social center of the African-American community and a Chicago architectural treasure with a long and distinguished history, Mayor Daley stated that although the church structure itself suffered severe physical damage, the "heart and soul" of Pilgrim Baptist Church continues to remain alive through its congregation. Mayor Daley then invited Mr. Robert Vaughn, Chairman of the Board of Trustees of Pilgrim Baptist Church, accompanied by Mr. Alfonso Carrington, Chairman of Deacons, Mr. Leroy Gary, Trustee and Deacon, and Mr. Tyrone Jordan and Ms. Linda Granderson, Trustees to the Mayor's rostrum where he presented each with a parchment copy of the honorary resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO MORGAN
PARK MUSTANGS VARSITY FOOTBALL TEAM ON
WINNING 2005 PREP BOWL CHAMPIONSHIP.

Alderman Rugai move to *Suspend the Rules Temporarily* for the purposes of going out of the regular order of business for immediate consideration of a congratulatory resolution, presented by Aldermen Rugai, Brookins and Austin. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, On Friday, November 25, 2005, the 2005 Morgan Park Mustangs varsity football team captured their first Prep Bowl Championship, the first ever Prep Bowl to be decided in overtime, by defeating perennial powerhouse Brother Rice in a thrilling win; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Ginger Rugai; and

WHEREAS, The Morgan Park Mustangs football team achieved an extraordinary level of success during the 2005 season in establishing an overall record of twelve wins and two losses; and

WHEREAS, This phenomenal effort was led by the outstanding performances by Demetrius Jones named the M.V.P., where he had two catches for fifteen yards and five tackles, and Vashawn Hale, Larry Crowder, Jeremy Johnson, Corbin Bryant, Trenton Pearson and Austin Cook who led the defense by limiting Brother Rice to only thirteen points and the mighty offense was led by Chris James, in his first game as the starting quarterback; and

WHEREAS, The dedication, determination, work ethic and talent of this group of young men not only made possible a successful and memorable football season, but also points toward their success in every future endeavor; and

WHEREAS, Displaying great sportsmanship and outstanding character, the Morgan Park High Mustangs conducted themselves in a manner appropriate to the integrity of the City of Chicago; and

WHEREAS, This remarkable team's performance throughout the season and particularly their final victory over Brother Rice, which earned them the Prep Bowl championship title, provided many thrilling moments for these young athletes and their fellow students and will be long remembered as a special period in the history of "Mustang" varsity football; and

WHEREAS, The individual accomplishments of these outstanding athletes include Ramon Johnson, who is being recruited by several Division One schools, and

Demetrius Jones, one of four finalists vying to become the "Speed and Strength Athlete of the Year"; and

WHEREAS, This impressive level of competition could not have been accomplished without the leadership and guidance of Head Coach Lexie Spurlock, along with his Assistant Coaches Keith Brookshire, Jason Richardson, Tristan Stovall, Terry Jones and Leonard Hayes and Athletic Director Debra Carter; and

WHEREAS, The students, parents and school administration of Morgan Park High School have provided the support and encouragement necessary to achieve this highest level of consistency in high school football; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, hereby congratulate the Morgan Park High School Mustangs for an exceptional season and on capturing the Chicago 72nd Prep Bowl, and convey their heartiest congratulations to the team, coaches, school administrators and student body; and

Be It Further Resolved, That a copy of this resolution be presented to Head Coach Lexie Spurlock, Athletic Director Debra Carter, the entire football team and Principal Beryl Shingles of Morgan Park High School.

On motion of Alderman Rugai, seconded by Aldermen Tillman, Balcer, Brookins and Austin, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, expressed congratulations to the players and coaches of the Morgan Park High School Mustangs varsity football team on winning the 2005 Prep Bowl Championship. In lauding the players for their dedication on the field, in the classroom and within the community, Mayor Daley also commended Head Coach Lexie W. Spurlock, Assistant Coaches Terry Jones, Jason Richardson, Therman Robinson and Raymon Farris, and Athletic Director Debra Carter for their commitment, leadership and guidance. Mayor Daley then led the City Council and assembled guests in a standing ovation honoring the 2005 Prep Bowl Champion Morgan Park High School Mustangs.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF MR. GEORGE G. LOUKAS AS
MEMBER OF CENTRAL LAKEVIEW COMMISSION
(SPECIAL SERVICE AREA NUMBER 17).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed George G. Loukas as a member of the Central Lakeview Commission, Special Service Area Number 17, to a term effective immediately and expiring October 1, 2007.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. ROB HOFFMAN AS
MEMBER OF HOWARD STREET COMMISSION
(SPECIAL SERVICE AREA NUMBER 19).

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

which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Rob Hoffman as a member of the Howard Street Commission, Special Service Area Number 19, to a term effective immediately and expiring February 28, 2007, to succeed Mark T. Simon, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. THOMAS M. FENCL
AS MEMBER OF LINCOLN SQUARE COMMISSION
(SPECIAL SERVICE AREA NUMBER 21).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

1/11/2006

COMMUNICATIONS, ETC.

67471

LADIES AND GENTLEMEN -- I have appointed Thomas M. Fencl as a member of the Lincoln Square Commission, Special Service Area Number 21, to a term effective immediately and expiring June 27, 2007, to succeed Daniel V. Garner, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. SIMPSON N. GOLD AS
MEMBER OF LINCOLN SQUARE COMMISSION
(SPECIAL SERVICE AREA NUMBER 23).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Simpson N. Gold as a member of the Lincoln Square Commission, Special Service Area Number 23, to a term effective immediately and expiring June 4, 2006, to succeed Paul M. Reiter, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. STEVE QUICK AS
MEMBER OF LINCOLN PARK COMMISSION
(SPECIAL SERVICE AREA NUMBER 23).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Steve Quick as a member of the Lincoln Park Commission, Special Service Area Number 23, to a term effective immediately and expiring June 4, 2006, to succeed David W. Ruttenberg, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

1/11/2006

COMMUNICATIONS, ETC.

67473

Referred -- APPOINTMENT OF MS. ORA M. HARRIS AS
MEMBER OF CLARK STREET COMMISSION
(SPECIAL SERVICE AREA NUMBER 24).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Ora M. Harris as a member of the Clark Street Commission, Special Service Area Number 24, to a term effective immediately and expiring April 1, 2006, to complete the unexpired term of Sharon D. Mitchell, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. SISAY ABEBE AS
MEMBER OF BROADWAY COMMERCIAL DISTRICT
(SPECIAL SERVICE AREA NUMBER 26).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Sisay Abebe as a member of the Broadway Commercial District, Special Service Area Number 26, to a term effective immediately and expiring May 26, 2007.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. DONTIN WANG AS MEMBER
OF LINCOLN/BELMONT/ASHLAND COMMISSION
(SPECIAL SERVICE AREA NUMBER 27).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Dontin Wang as a member of

1/11/2006

COMMUNICATIONS, ETC.

67475

the Lincoln/Belmont/Ashland Commission, Special Service Area Number 27, to a term effective immediately and expiring May 26, 2007.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. ALFRED W. GRANT III
AND MS. SUSAN D. GOSS AS MEMBERS OF
WEST TOWN COMMISSION (SPECIAL
SERVICE AREA NUMBER 29).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Alfred W. Grant III and Susan D. Goss as members of the West Town Commission, Special Service Area Number 29, to terms effective immediately and expiring October 1, 2006.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. TOM KAMYKOWSKI AS
MEMBER OF CLARK/LAWRENCE COMMISSION
(SPECIAL SERVICE AREA NUMBER 31).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Tom Kamykowski as a member of the Clark/Lawrence Commission, Special Service Area Number 31, to a term effective immediately and expiring October 1, 2006.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. ADELA M. CEPEDA AS
COMMISSIONER OF PUBLIC BUILDING COMMISSION.

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

1/11/2006

COMMUNICATIONS, ETC.

67477

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Adela M. Cepeda as a commissioner of the Public Building Commission to a term effective immediately and expiring September 30, 2009.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. CARL A. JENKINS,
MS. GABRIELA ROMAN, MR. BRIAN K. SMITH AND
MS. ARLOA B. SUTTER AS MEMBERS OF LOW-
INCOME HOUSING TRUST FUND BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Carl A. Jenkins, Gabriela Roman, Brian K. Smith and Arloa B. Sutter as members of the Low-Income Housing Trust Fund Board to terms effective immediately and expiring December 31, 2007.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF CHICAGO COMMUNITY LAND
TRUST BOARD OF DIRECTORS FOR TERMS
EXPIRING FEBRUARY 1, 2007.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Patricia Abrams, Alicia M. Berg, Max P. Lapertosa, David Narefsky, Ernest R. Sawyer, Guacolda E. Reyes and Terrance A. Young as members of the Chicago Community Land Trust Board of Directors to terms effective immediately and expiring February 1, 2007.

1/11/2006

COMMUNICATIONS, ETC.

67479

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF CHICAGO COMMUNITY LAND
TRUST BOARD OF DIRECTORS FOR TERMS
EXPIRING FEBRUARY 1, 2008.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Joy Arguete, Melissa A. Borino, Bruce A. Gottschall, Rosanna A. Marquez, Ofelia Navarro, Terry Peterson and Richard Townsell as members of the Chicago Community Land Trust Board of Directors to terms effective immediately and expiring February 1, 2008.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. FADIA M. AKRABAWI AS
MEMBER OF COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON ARAB AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Fadia M. Akrabawi as a member of the Commission on Human Relations, Advisory Council on Arab Affairs, to a term effective immediately and expiring July 1, 2008, to succeed Dalal M. Jarad.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. DAVID S. YOON AS
MEMBER OF COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON ASIAN AFFAIRS.

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

1/11/2006

COMMUNICATIONS, ETC.

67481

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed David S. Yoon as a member of the Commission on Human Relations, Advisory Council on Asian Affairs, to a term effective immediately and expiring July 1, 2007.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. KIMBERLY W. DRISCOLL AS
MEMBER OF COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON VETERANS' AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Kimberly W. Driscoll as a member of the Commission on Human Relations, Advisory Council on Veterans' Affairs, to a term effective immediately and expiring July 1, 2008, to replace Celia K. Perez, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 3, CHAPTER 32 OF MUNICIPAL
CODE OF CHICAGO TO EXEMPT CAR-SHARING
ORGANIZATIONS FROM CHICAGO PERSONAL
PROPERTY LEASE TRANSACTION TAX .

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance amending Chapter 3-32 of the Municipal Code regarding car-sharing organizations.

1/11/2006

COMMUNICATIONS, ETC.

67483

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 3 AND 9 OF MUNICIPAL CODE
OF CHICAGO BY CLARIFICATION OF REQUIREMENTS
FOR DISPLAY OF CITY VEHICLE TAX STICKER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending provisions of the Municipal Code regarding the City Vehicle Tax Sticker.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO
GENERAL OBLIGATION TENDER NOTES, SERIES 2006.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing an issuance of 2006 General Obligation Tender Notes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT
WITH HARRIS TRUST AND SAVINGS BANK AND ISSUANCE
OF CITY OF CHICAGO TAX INCREMENT ALLOCATION
REVENUE NOTE (CLARK/MONTROSE REDEVELOPMENT
PROJECT), REFUNDING SERIES 2006.

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

1/11/2006

COMMUNICATIONS, ETC.

67485

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the refinancing of a T.I.F. Revenue Note with Harris Bank.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE AND SALE OF MULTI-FAMILY REVENUE BONDS AND NOTES, EXECUTION OF LOAN AGREEMENT AND WAIVER OF CERTAIN PERMIT FEES FOR WILSON YARDS SENIOR DEVELOPMENT CORP. FOR CONSTRUCTION OF AFFORDABLE SENIOR HOUSING AT 1036 WEST MONTROSE AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a bond issuance, loan agreement and fee waiver for Wilson Yard Senior Development Corp.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR WESTERN AVENUE/ROCK ISLAND
REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

1/11/2006

COMMUNICATIONS, ETC.

67487

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances establishing the Western Avenue and Rock Island Project Area T.I.F. District.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF BLACK ENSEMBLE THEATER AS
PROJECT DEVELOPER AND AUTHORIZATION FOR
EXECUTION OF REDEVELOPMENT AGREEMENT
FOR CONSTRUCTION OF NEW THEATER
FACILITY AT 4440 -- 4450 NORTH
CLARK STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit an ordinance authorizing the execution of a redevelopment agreement with the Black Ensemble Theater regarding property located at 4440 -- 4450 North Clark Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF BLOMMER CHOCOLATE COMPANY AS
PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT FOR CREATION
OF INDUSTRIAL CAMPUS ADJACENT TO
600 WEST KINZIE STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Blommer Chocolate Company regarding property located on West Kinzie Street and North Jefferson Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF TARGET CORPORATION AS PROJECT
DEVELOPER AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT FOR CONSTRUCTION
OF RETAIL SHOPPING FACILITY AT 2036
WEST PETERSON AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Target Corporation regarding property located at 2036 West Peterson Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO BOARD OF EDUCATION FOR
RENOVATION OF UPLIFT COMMUNITY SCHOOL.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK DISTRICT FOR
EXPANSION OF CLARK PARK.

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

1/11/2006

COMMUNICATIONS, ETC.

67491

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District regarding the Clark Park expansion.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF YEAR 2006 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT
AWARDS TO DEPARTMENT OF ENVIRONMENT
AND CHICAGO PUBLIC LIBRARY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ALLOCATION OF YEAR 2006
STATE MOTOR FUEL TAX FUNDS FOR VARIOUS
INFRASTRUCTURE IMPROVEMENT PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith ordinances authorizing the 2006 allocation of State Motor Fuel Tax funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE
IMPACT FEE FUNDS FOR ACQUISITION AND DEVELOPMENT
OF COMMUNITY PARK AT 4628 -- 4634
NORTH WINTHROP AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expenditure of Open Space Impact Fee funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REPEAL OF PRIOR ORDINANCE WHICH AUTHORIZED
EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO PARK DISTRICT AND METROPOLITAN PIER
AND EXPOSITION AUTHORITY REGARDING
TRAFFIC CONTROL SERVICES.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance repealing a previous ordinance regarding traffic control services.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH CHICAGO PARK DISTRICT PROVIDING FOR CONVEYANCE AND FUTURE MAINTENANCE OF RECREATIONAL TRAIL ALONG PORTION OF FORMER CONRAIL RIGHT-OF-WAY FROM DAN RYAN WOODS TO SOUTHERN BANK OF LITTLE CALUMET RIVER.

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

1/11/2006

COMMUNICATIONS, ETC.

67495

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District regarding the conveyance of a portion of the Major Taylor Trail.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY
AT 6012 SOUTH ARCHER AVENUE FOR USE BY
DEPARTMENT OF AGING AS SENIOR CENTER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commission of General Services, I transmit herewith an ordinance authorizing the purchase of property located at 6012 South Archer Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY
AT 1924 WEST 46TH STREET FOR BENEFIT OF
STOCKYARDS INDUSTRIAL COMMERCIAL
TAX INCREMENT FINANCING DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an acquisition of property located at 1924 West 46th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 7536 -- 7538 WEST ADDISON STREET FOR USE
BY CHICAGO PUBLIC LIBRARY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing the execution of a lease renewal agreement regarding property located at 7536 -- 7538 West Addison Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF COLLECTIVE
BARGAINING AGREEMENT WITH CHICAGO FIREFIGHTERS
UNION, LOCAL NUMBER 2, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO-CLC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

1/11/2006

COMMUNICATIONS, ETC.

67499

LADIES AND GENTLEMEN -- At the request of the Fire Commissioner, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with the Chicago Firefighters Union, Local Number 2, International Association of Fire Fighters, AFL-CIO-CLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF COLLECTIVE
BARGAINING AGREEMENT WITH POLICEMEN'S
BENEVOLENT AND PROTECTIVE ASSOCIATION
OF ILLINOIS, UNIT 156, SERGEANTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with the Policemen's Benevolent and Protective Association of Illinois, Unit 156, Sergeants.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Placed On File -- OATH OF OFFICE OF MR. PETER BREJNAK
AS TRUSTEE OF MUNICIPAL EMPLOYEES' ANNUITY
AND PENSION BOARD FUND OF CHICAGO.

The oath of office of Mr. Peter Brejnak as trustee of the Municipal Employees' Annuity and Pension Board Fund of Chicago, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF MR. KENNETH HAUSER
AS TRUSTEE OF POLICEMEN'S ANNUITY AND
BENEFIT FUND OF CHICAGO.

The oath of office of Mr. Kenneth Hauser as a trustee of the Policemen's Annuity and Benefit Fund of Chicago, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF MR. MICHAEL LAZZARO
AS TRUSTEE OF POLICEMEN'S ANNUITY AND
BENEFIT FUND OF CHICAGO.

The oath of office of Mr. Michael Lazzaro as a trustee of the Policemen's Annuity and Benefit Fund of Chicago, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF MR. JAMES P. MALONEY
AS TRUSTEE OF POLICEMEN'S ANNUITY AND
BENEFIT FUND OF CHICAGO.

The oath of office of Mr. James P. Maloney as a trustee of the Policemen's Annuity and Benefit Fund of Chicago, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF MR. STEVEN ROBBINS
AS TRUSTEE OF POLICEMEN'S ANNUITY AND
BENEFIT FUND OF CHICAGO.

The oath of office of Mr. Steven Robbins as a trustee of the Policemen's Annuity and Benefit Fund of Chicago, which was *Placed on File*.

Placed On File -- NOTIFICATION AS TO DESIGNATION OF
MR. BRIAN KING AS PROXY TO AFFIX SIGNATURE OF
CHIEF FINANCIAL OFFICER TO DOCUMENTS,
AGREEMENTS OR WRITTEN INSTRUMENTS
RELATED TO CITY OF CHICAGO GENERAL
OBLIGATION DIRECT ACCESS BONDS,
SERIES 2005-3A, 2005-3B,
2005-3C AND 2005-3D.

A communication from Mr. Dana R. Levenson, Chief Financial Officer, under the

date of December 15, 2005, designating Mr. Brian King as his proxy to affix signature to any document, agreement or other written instrument required to be signed by the City of Chicago Chief Financial Officer with respect to City of Chicago General Obligation Direct Access Bonds, Series 2005-3A, 2005-3B, 2005-3C and 2005-3D, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE FOR CITY OF
CHICAGO GENERAL OBLIGATION DIRECT ACCESS
BONDS, SERIES 2005-3A, 2005-3B,
2005-3C AND 2005-3D.

A communication from Mr. Dana R. Levenson, Chief Financial Officer, under the date of December 20, 2005, transmitting the Notification of Sale for City of Chicago General Obligation Direct Access Bonds, Series 2005-3A, 2005-3B, 2005-3C and 2005-3D, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE FOR CITY OF CHICAGO
MULTI-FAMILY HOUSING REVENUE BONDS (SENIOR
RESIDENCES AT RAVENSWOOD), SERIES 2005.

A communication from Mr. Dana R. Levenson, Chief Financial Officer, under the date of December 16, 2005, transmitting the Notification of Sale, together with the Trust Indenture, the Loan Agreement, the Bond Purchase Agreement, the Tax Regulatory Agreement and Declaration of Restrictive Covenants and the Tax Compliance Agreement, for the issuance and sale of City of Chicago Multi-Family Housing Revenue Bonds (Senior Residences at Ravenswood), Series 2005, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE FOR CITY FOR
CHICAGO CHICAGO O'HARE INTERNATIONAL AIRPORT
GENERAL AIRPORT THIRD LIEN REVENUE BONDS,
SERIES 2005A, 2005B, 2005C AND 2005D.

A communication from Mr. Dana R. Levenson, Chief Financial Officer, under the date of December 22, 2005, transmitting the Certificate Pursuant to Bond Ordinance, together with the Fixed Rate Bond Purchase Agreement, the Variable Rate Bond Purchase Agreement and the Official Statements, for the issuance and sale of City of Chicago Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, Series 2005A, 2005B, 2005C and 2005D, which was *Placed on File*.

Placed On File -- APPROVAL BY FEDERAL AVIATION ADMINISTRATION
OF APPLICATION FOR IMPOSITION OF PASSENGER FACILITY
CHARGE AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

A communication from Mr. Daryl McNabb, Department of Aviation, under the date of January 4, 2006, transmitting approval by the Federal Aviation Administration of an application to impose a Passenger Facility Charge at Chicago O'Hare International Airport, which was *Placed on File*.

Placed On File -- MEMORANDUM OF AGREEMENT WITH DEPARTMENT
OF TRANSPORTATION FEDERAL AVIATION AUTHORITY FOR
TECHNICAL CONSULTATION SERVICES FOR O'HARE
MODERNIZATION PROGRAM.

A communication from Mr. Jamie L. Rhee, General Counsel, under the date of December 19, 2005, transmitting the Memorandum of Agreement with the Department of Transportation Federal Aviation Authority concerning technical consultation services for the O'Hare Modernization Program, which was *Placed on File*.

Placed On File -- DETERMINATION CERTIFICATE PURSUANT
TO LEVERAGED LEASE TRANSACTION ORDINANCE
CONCERNING ORANGE LINE MASS
TRANSPORTATION SYSTEM.

A communication from Mr. Stephen C. Hughes, Acting City Comptroller, under the date of January 10, 2006, transmitting the Determination Certificate pursuant to an ordinance authorizing a leveraged lease transaction with respect to the operation and maintenance of Orange Line mass transportation system, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on December 14, 2005 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 10, 2006 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on December 14, 2005, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

Mr. Gabriel Arce and Mr. Enrique Arce, in care of Mr. Mark J. Kupiec -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-I bounded by:

a line 171 feet north of and parallel to West 63rd Street; the public alley next east of and parallel to South California Avenue; the public alley next north of and parallel to West 63rd Street; and South California Avenue.

Augusta West Loop, L.L.C., in care of Mr. James J. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 3-I bounded by:

West Augusta Boulevard; a line 25 feet east of and parallel to North Campbell Avenue; the alley next south of and parallel to West Augusta Boulevard; and North Campbell Avenue.

Mr. Kristofer Braaten, in care of Mr. James J. Banks -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 3-I bounded by:

the alley next north of and parallel to West Armitage Avenue; a line 260.08 feet east of and parallel to North Leavitt Street; West Armitage Avenue; and a line 212 feet east of and parallel to North Leavitt Street.

Saturnin Bucko, in care of Marino & Associates -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 9-N bounded by:

a line 40 feet west of and parallel to the alley next west of and parallel to North Neenah Avenue; the alley next north of and parallel to West Roscoe Street; the alley next west of and parallel to North Neenah Avenue; and West Roscoe Street.

Campus Condominiums, L.L.C. -- to classify as a DX-5 Downtown Mixed-Use District instead of a DS-3 Downtown Service District the area shown on Map Number 2-G bounded by:

West Monroe Street; South Sangamon Street; a line 75.43 feet south of and parallel to West Monroe Street; and a line 118.74 feet west of and parallel to South Sangamon Street.

Mr. Edwin Caraballo -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RT3 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 3-I bounded by:

a line 75 feet south of and parallel to West Potomac Avenue; the public alley next east of and parallel to North California Avenue; a line 100 feet south of and parallel to West Potomac Avenue; and North California Avenue.

Mr. Scott D'Agostino, in care of Mr. James J. Banks -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 9-G bounded by:

the alley next north of and parallel to West Addison Street; a line 125 feet west of and parallel to North Wayne Avenue; West Addison Street; and a line 81.25 feet east of and parallel to North Southport Avenue.

Damen Capital, L.L.C. -- to classify as a B3-3 Community Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

a line 307.96 feet north of West Wabansia Avenue; the alley next east of North Damen Avenue; a line 260.00 feet north of West Wabansia Avenue; and North Damen Avenue.

Mr. Jonas S. DaSilva, in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-J bounded by:

West Wabansia Avenue; the alley next east of and parallel to North Central Park Avenue; a line 50 feet south of and parallel to West Wabansia Avenue; and North Central Park Avenue.

Doma Builders Inc., in care of Mr. James J. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 4-I bounded by:

a line 76 feet north of and parallel to West 18th Street; the alley next east of and parallel to South California Avenue; West 18th Street; and South California Avenue.

Featherfist Renaissance, L.P. -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 20-B bounded by:

the alley next north of East 83rd Street; a line 125.76 feet west of South Muskegon Avenue; a line 128 feet north of East 83rd Street; the southwest line of the B&O Railroad; South Muskegon Avenue; East 83rd Street; and a line 169.76 feet west of South Muskegon Avenue.

Follyn Builders, L.L.C. -- to classify as a B3-3 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 13-H bounded by:

the east/west public alley north of and parallel to West Lawrence Avenue; North Hamilton Avenue; West Lawrence Avenue; and a line 50.00 feet west of and parallel to North Hamilton Avenue.

Mr. Lukasz Grabowski, in care of Mr. James J. Banks -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 9-N bounded by:

a line 122 feet south of and parallel to West Addison Street; North Nagle Avenue; a line 152 feet south of and parallel to West Addison Street; and the alley next west of and parallel to North Nagle Avenue.

Wojciech Grot, in care of Mr. James J. Banks -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 7-J bounded by:

West Barry Avenue; the alley next west of and parallel to North Monticello Avenue; the alley next northeast of and parallel to North Milwaukee Avenue; and North Lawndale Avenue.

Mr. Anton Hannanis, beneficiary of Oxford Bank and Trust, as trustee under Trust 558 dated May 5, 1997 -- to classify as a C1-1 Neighborhood Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 20-J bounded by:

West 83rd Street; a line 31.5 feet east of South Pulaski Road; the alley next south of and parallel to West 83rd Street; and South Pulaski Road.

Mr. Pascal Ibgui, in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-G bounded by:

a line 50.03 feet north of and parallel to West Belden Avenue; the alley next east of and parallel to North Greenview Avenue; a line 25.015 feet north of and parallel to West Belden Avenue; and North Greenview Avenue.

Mr. Martin H. Kim -- to classify as a C1-1.5 Neighborhood Commercial District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 9-K bounded by:

a line 93.42 feet north of and parallel to West Waveland Avenue; the alley next east of and parallel to North Cicero Avenue; a line 68.42 feet north of and parallel to West Waveland Avenue; and North Cicero Avenue.

Kingsdale Enterprises, L.L.C. -- to classify as an RM6.5 Residential Multi-Unit District instead of a C1-2 Neighborhood Commercial District and an M1-2 Limited Manufacturing/Business Park District and further, to classify as a Residential-Business Planned Development instead of an RM6.5 Residential Multi-Unit District the area shown on Map Number 3-F bounded by:

West Division Street; a line 131 feet east of and parallel to North Howe Street; West Elm Street; and North Howe Street.

Koll Development Company I, L.P., in care of Mr. Scott Saef, Sidley Austin L.L.P. -- to classify as a Waterway-Commercial-Manufacturing Planned Development instead of Planned Manufacturing District Number 11 the area shown on Map Number 6-G bounded by:

a line 621.43 feet south of and parallel with the south line of West Cermak Road; a line 664.43 feet east of the east line of South Morgan Street; a line 661.23 feet south of the south line of West Cermak Road; a line 752.40 feet east of the east line of South Morgan Street; the south branch of the Chicago River; a line 266.25 feet east of the east line of South Morgan Street; a line 671.43 feet south of and parallel with the south line of West Cermak Road; and a line 276.93 feet east of the east line of South Morgan Street.

Lennar Communities of Chicago, L.L.C. -- to classify as a Residential Planned Development instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 2-F bounded by:

West Polk Street; South Clark Street; a line 497.43 feet south of and parallel to West Polk Street; and the elevated Metra train tracks.

McVan Development, L.L.C. -- to classify as an RT4 Multi-Unit Residential District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 1-I bounded by:

West Washington Street; a line 419.20 feet west of North Campbell Avenue; the alley north and parallel to West Washington Street; and a line 471.80 feet west of North Campbell Avenue.

Mr. Edwin Muniz, in care of Gordon & Pikarski -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 11-J bounded by:

the alley next north of West Belmont Avenue; North Kostner Avenue; West Belmont Avenue; and a line 107.6 feet west of and parallel to North Kostner Avenue.

New Vision Development Corp. -- to classify as an RM5 Residential Multi-Unit District instead of a B3-3 Commercial Shopping District and an RM5 Residential Multi-Unit District the area shown on Map Number ____ bounded by:

a line 30 feet south of and parallel to West Madison Street commencing at South Central Park Boulevard and proceeding east 129 feet; a line 71 feet west of and parallel to the public alley next east of and parallel to South Central Park Boulevard commencing 30 feet south of West Madison Street and proceeding south 20 feet; a line 50 feet south of and parallel to West Madison Street commencing at the public alley next east of and parallel to South Central Park Boulevard proceeding west 71 feet; the public alley next east of and parallel to South Central Park Boulevard; a line 69 feet south of and parallel to West Madison Street; and South Central Park Boulevard.

Mr. Paul Pappageorge, in care of Mr. James J. Banks -- to classify as a C1-3 Neighborhood Commercial District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 10-E bounded by:

East 41st Street; the alley next east of and parallel to South State Street; a line 225.22 feet south of and parallel to East 41st Street; and South State Street.

Ms. Irena K. Petri -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 11-M bounded by:

the alley next north of and parallel to West Irving Park Road; a line 81.33 feet east of and parallel to North Meade Avenue; West Irving Park Road; and a line 52.33 feet east of and parallel to North Meade Avenue.

Rosal Group, L.L.C., in care of Mr. James J. Banks -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-J bounded by:

a line 29 feet north of and parallel to West Cortland Street; North Spaulding Avenue; West Cortland Street; and the alley next west of and parallel to North Spaulding Avenue.

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

the alley next west of and parallel to South Normal Avenue; a line 827.40 feet south of and parallel to West 33rd Street; South Normal Avenue; and a line 885.64 feet south of and parallel to West 33rd Street.

Trinidad Development -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 10-J bounded by:

a line 165 feet north of and parallel to West 47th Street; the alley next east of and parallel to South Drake Avenue; the alley next north of and parallel to West 47th Street; and South Drake Avenue.

Mr. Michael Walczak, in care of Mr. James J. Banks -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

a line 214.3 feet north of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Marshfield Avenue; a line 190.3 feet north of and parallel to West Wabansia Avenue and North Marshfield Avenue.

Mr. Ken Weitzman, in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District and an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-H bounded by:

West Wellington Avenue; the westerly right-of-way line of the Chicago & Northwestern Railroad; a line 133.03 feet south of and parallel to West Wellington Avenue; and North Honore Street.

1425 West Grand, L.L.C., in care of Mr. James J. Banks -- to classify as an RM5 Residential Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-G bounded by:

West Grand Avenue; a line 200 feet west of and parallel to North Noble Street; a line 100.50 feet south of West Grand Avenue; a line 197.80 feet west of and parallel to North Noble Street; West Ferdinand Street; a line 247.8 feet west of and parallel to North Noble Street; a line 100.50 feet south of and parallel to West Grand Avenue; and a line 250 feet west of and parallel to North Noble Street.

1550 Blue Island Development Company, L.L.C. -- to classify as a B3-5 Community Shopping District instead of an M2-2 General Manufacturing District the area shown on Map Number 4-G bounded by:

a line 107.50 feet south of and parallel to the north line of West 15th Place (vacated); the west line of South Blue Island Avenue; a line 138.33 feet south of and parallel to the north line of West 15th Place (vacated); and the east line of South Loomis Street.

1712 South Prairie L.L.C. -- to classify as a Residential Planned Development instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 4-E bounded by:

a line 472.11 feet north of and parallel to East 18th Street; South Prairie Avenue; East 18th Street; and the alley next west of and parallel to South Prairie Avenue.

1874 North Milwaukee, L.L.C., in care of Mr. James J. Banks -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

a line 220 feet northwest of and parallel to West Moffat Street; North Milwaukee Avenue; a line 132 feet northwest of and parallel to West Moffat Street; and the alley next southwest of and parallel to North Milwaukee Avenue.

3939 Western Development, L.L.C. -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 9-H bounded by:

West Byron Street; North Western Avenue; a line 380.35 feet north of the north line of the right-of-way of West Byron Street (including adjacent parkway and sidewalk); and the 16-foot public alley east of North Western Avenue.

6069 -- 6071 North Milwaukee L.L.C., in care of Mr. James J. Banks -- to classify as a B3-3 Community Shopping District instead of a B3-3 Community Shopping District the area shown on Map Number 15-M bounded by:

a line 457.93 feet northwesterly of the intersection of West Miami Avenue and North Milwaukee Avenue (as measured from the easterly right-of-way line of North Milwaukee Avenue and perpendicular thereto); North Elston Avenue; a line 358.46 feet northwesterly of the intersection of West Miami Avenue and North Milwaukee Avenue (as measured from the easterly right-of-way line of North Milwaukee Avenue and perpendicular); and North Milwaukee Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Insurance Company (3) Eric Elders, Frank Macak and Corina Rodriguez, American Family Insurance (2) Richard M. Cutro and Stephen C. Kehm, Artis Christie L.;

Baldwin, Evangylee Jr., Ballman Jeffrey W., Bilaniuc Michael, Boykin Stephanie, Brandon Georgina M.;

Carow Jay R., Casey John W., Chicago Carriage Cab Company, Clay Mary;

Delgadillo Edda A., Diaz Fernando, Dimian Daniel I.;

Edwards Yvonne, Elcan Evelyn;

Frito Lay, Inc. (represented by Southwest Subrogation Service);

Giudice Claudio V., Gonzalez Liane, Green Beverly C., Griffin Willie B.;

Hamowski Bogdan J., Harbin David A., Herljevic Marijana, Hernandez Diane S., Hernandez Fernando, Honda North America/Richard Klopfenstein, Hughes Thelma, Hunt Earl;

Izquierdo Diana G.;

Jackson Joyce A., Jain Abhishek;

Kasper Sandra L., Kazana Andrew, Kerasotes Galen A., Korovilas Vasileos A., Kowalewski Gregory, Krueger Katherine L.;

Lagunas Martin, Lam Pat, Lemmens Alison Ann, Lopez, Estid R., Lubin Peter S.;

Manchester Commons Condominium Association, Manning Yvette P., Marx Colin B., Mertz Nancie K., Miccucio Barbara A., Montgomery Christopher L., Muñiz Ada;

Napoles Juan;

O'Brien Catherine M., Okeley Ronald W., Oulai Madeline;

Pelto Sherry K. (2), Progressive Insurance Company and Daniel F. Levey;

Salazar Leonardo, Shapiro Rita, Sheehan Terrence M., Slaughter Daniel A., Smoot Jerome M., South Perk, L.L.C./Mildred Rivera, State Farm Insurance, State Farm Insurance Companies and Tyrone Cain, Stockton Greta L., Surge Electric/Donald J. Sireci, Swansey Levi, Sweis Andy;

Tapia Eric N., Tatum Antonio A., Tintor Milena, Trotter Garland U., Trylong Christopher B., Trzebny Victoria K.;

Vasquez Ricardo;

West Salome Y., Willis James R., Wilson Jr. James W., Winder Laneer, Wright Richard P.

*Referred -- CORRECTION OF NOVEMBER 30, 2005 JOURNAL
OF THE PROCEEDINGS OF THE CITY COUNCIL.*

A communication from The Honorable James J. Laski, City Clerk, transmitting a proposed correction to the *Journal of the Proceedings of the City Council of the City of Chicago* of November 30, 2005, which was *Referred to the Committee on Committees, Rules and Ethics*.

*Referred -- CORRECTION OF NOVEMBER 30, 2005 JOURNAL
OF THE PROCEEDINGS OF THE CITY COUNCIL.*

A communication from The Honorable James J. Laski, City Clerk, transmitting a proposed correction to the *Journal of the Proceedings of the City Council of the City of Chicago* of November 30, 2005, which was *Referred to the Committee on Committees, Rules and Ethics*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX INCENTIVE BENEFITS
FOR PROPERTY AT 2845 WEST 48TH PLACE PURSUANT TO COOK
COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing approval of the renewal of a Class 6(b) tax incentive classification for the property located at 2845 West 48th Place pursuant to the Cook County Real Property Classification 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:

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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, Western Piece Dyers & Finishers, Inc., a Delaware corporation (the "Tenant"), is the tenant of certain real estate located generally at 2845 West 48th Place, Chicago, Illinois 60632 as further described on Exhibit A hereto (the "Subject Property") and has constructed an approximately nine thousand three hundred seventy-five (9,375) square foot industrial facility thereon; and

WHEREAS, The Subject Property is owned by the George J. Renaldi, Jr. Revocable Trust dated November 29, 1983 and leased to the Tenant; and

WHEREAS, On July 2, 1997, the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property plus two (2) additional parcels (the "Additional Property", and collectively with the Subject Property, the "Entire Site") by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive with respect to the Entire Site in 1998; and

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

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible 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 may 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 and shall supersede that certain resolution passed by the City Council of the City in connection with the Class 6(b) classification of the Entire Site on December 7, 2005.

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

"Exhibit "A".

Legal Description Of Subject Property:

See attached; Parcels 1 and 3 are intentionally omitted, as they describe the portion of the Entire Site that is the Additional Property, not the Subject Property.

Common Address:

2845 West 48th Place
Chicago, Illinois 60632.

Permanent Real Estate Tax Index Numbers (P.I.N.s) For The Subject Property:

19-12-101-034-0000 (Parcel 2); and

19-12-101-052-0000 (Parcel 4).

Attachment referred to in this exhibit reads as follows:

Legal Description Of Subject Property.
(To Description Of Subject Property)

Parcel 2:

The north 158 feet of that part of the northeast quarter of the northwest quarter of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian,

in the City of Chicago, in Cook County, Illinois, lying south of the south line of West 48th Place and lying west of a line drawn at right angles to said south line at a point 345 feet west of the east line of said northwest quarter and east of a line which is 488 feet west of and parallel to said right angle line.

Parcel 4:

That part of the northeast quarter of the northwest quarter of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois described as follows:

beginning at the intersection of the west line of South Richmond Street and the south line of West 48th Place, being 1,032.0 feet west of the east line and 317.0 feet north of the south line of said quarter section; thence due east on said south line of West 48th Place being 317.0 feet north of and parallel with said south line of said quarter section, a distance of 199.0 feet to a point that is 833.0 feet west of the said east line of said northwest quarter; thence due south, at right angles to the last course, a distance of 152.15 feet; thence south 88 degrees, 43 minutes, 10 seconds west, a distance of 290.07 feet; thence due north a distance of 215.98 feet to a point in the southeasterly line of the Chicago River and Indiana Railroad Company, said line being 31.0 feet southeasterly of and parallel to the northwesterly line thereof, said northwesterly line described in Document Number 8396743, recorded May 2, 1924; thence north 69 degrees, 30 minutes, 00 seconds east along said line, a distance of 97.29 feet to the aforesaid west line of South Richmond Street, being 1,032.0 feet west of and parallel with the said east line of said northwest quarter; thence south 00 degrees, 05 minutes, 00 seconds west on said line, a distance of 91.42 feet to the point of beginning.

REAFFIRMATION OF COMMITMENT BY CITY COUNCIL TO PROVIDE
ADDITIONAL FUNDING FOR HEATING ASSISTANCE TO
LOW-INCOME CHICAGO CITIZENS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution reaffirming the City of Chicago's commitment to fund heat assistance programs for Chicago's residents and to require the Director of the Office of Budget and Management to report quarterly to the Committee on Finance on the status of any surplus revenue from the Natural Gas Use Tax, 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:

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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Winter is the time of year when Chicago residents receive their largest heating bill. This year, with natural gas prices expected to rise by as much as fifty percent (50%) over last year, high heating costs threaten to exact a severe financial toll on our city's most vulnerable citizens, particularly the working poor, senior citizens, the disabled and others with fixed incomes; and

WHEREAS, No citizen should be forced to make the difficult choice between heating their home and acquiring basic necessities such as food, medicine and clothing; and

WHEREAS, The City of Chicago has a long history of commitment to addressing the heating assistance needs of its residents, and offers a number of programs designed to assist eligible low-income households to acquire and pay for winter heating services; and

WHEREAS, The City of Chicago's Emergency Housing Assistance Program (E.H.A.P.) provides forgivable loans of up to Ten Thousand Dollars (\$10,000) to eligible low-income residents for emergency repairs to heating systems from November 1st through March 31st, as well as grants to assist residents in absorbing the cost of weather-related repairs, including furnaces, insulation, plumbing, roofs and electrical systems. The program has a budget of Six Million Six Hundred Thousand Dollars (\$6,600,000) and is expected to provide assistance to nine hundred eighty (980) dwelling units this year; and

WHEREAS, Under the City's Heat Receiver Program, the City can ask a judge to appoint a receiver to take control of a building with chronic heat or hot-water problems and restore those services. Last year, heat and hot water were restored to five hundred eighty (580) units through this program; and

WHEREAS, On October 26, 2005, Mayor Richard M. Daley met in Washington, D.C. with Energy Secretary Samuel W. Bodman to discuss the need for additional federal assistance to help the poor pay their natural gas bills, and supported a proposal to add an additional \$1.276 Billion to the nationwide Low-Income Home Energy Assistance Program ("L.I.H.E.A.P.") to maintain the purchasing power of last year's program; and

WHEREAS, Acting pursuant to a recent Mayoral recommendation, the City Council committed an additional Five Million Dollars (\$5,000,000) to low-income home heating assistance from interest on the Chicago Skyway lease. In conjunction with this initiative, Peoples Gas contributed Two Million Dollars (\$2,000,000) to augment L.I.H.E.A.P.; and

WHEREAS, In the 2006 Budget, Mayor Daley pledged a total of Six Million Three Hundred Thousand Dollars (\$6,300,000) in city funding, the most of his administration, to address the heating assistance needs of low-income residents this winter. Of that amount, Four Million Two Hundred Thousand Dollars (\$4,200,000) will go directly to pay heating bills for low-income families; One Million Dollars (\$1,000,000) will pay for weatherization to make homes more energy efficient for low-income families; Six Hundred Thousand Dollars (\$600,000) is allocated to E.H.A.P. to pay for home heating repairs; an additional Six Million Dollars (\$6,000,000) is allocated to E.H.A.P. from grant funds; and Five Hundred Thousand Dollars (\$500,000) has been made available to help landlords pay heating bills in affordable buildings. Efforts to secure additional L.I.H.E.A.P. funding from Washington continue; and

WHEREAS, Notwithstanding these initiatives, additional funds are required so that more households will be able to receive much-needed assistance in coping with exorbitant heating bills this winter; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of December, 2005, do hereby reaffirm our commitment to providing additional funding for programs to assist Chicagoans in coping with skyrocketing natural gas bills during the upcoming winter heating season; and

Be It Further Resolved, That the Budget Director be directed to review and report to the Committee on Finance of the Chicago City Council quarterly on the status of any surplus revenues generated by the Natural Gas Use Tax and the suitability of using those revenues to provide additional heating assistance to low-income Chicagoans, and to continue working to persuade Peoples Gas to pledge additional monies to augment L.I.H.E.A.P. funds.

AUTHORIZATION FOR RESTRUCTURE OF LOAN AGREEMENT
WITH 600 NORTH CENTRAL ASSOCIATES, L.P.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

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 restructuring agreement for 600 North Central Associates L.P., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City Council of the City (the "City Council") has determined that the continuance of a shortage of rental housing affordable to persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City previously programmed certain Community Development Block Grant funds under its Multi-Unit Rehabilitation Assistance Program (the "MULTI-Program"), wherein low-interest rehabilitation loans were 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, The City also previously programmed certain Rental Rehabilitation Program funds (the "Rental Rehab Program") under a program in which grants were made to local governments to help finance the rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, The City Council, pursuant to an ordinance enacted on June 24, 1987, and published at pages 1398 through 1405 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date (the "Previous Ordinance"), authorized D.O.H. to make a loan of MULTI-Program and Rental Rehab Program funds in the amount of Five Hundred Fifty-five Thousand Dollars (\$555,000) to "Neighborhood Housing Services" ("N.H.S."), for the rehabilitation of a residential rental building located at 600 North Central Avenue, Chicago, Illinois (the "Building"); and

WHEREAS, On July 27, 1987, the City made a loan in the amount of Five Hundred Fifteen Thousand Three Hundred Twenty-one Dollars (\$515,321) with a term of thirty (30) years and an interest rate of four percent (4%) per annum (the "City Loan") to 600 North Central Associates, an Illinois limited partnership (the "Borrower"), which the sole general partner of which was New Partnership, Inc., an Illinois corporation (the "General Partner"), which was secured by a Junior Mortgage, Assignment of Rents and Security Agreement dated July 27, 1987, made by the Borrower in favor of the City (the "City Mortgage"); and

WHEREAS, N.H.S. Redevelopment Corporation, an Illinois not-for-profit corporation ("N.H.S.R.C."), is the sole owner of the General Partner; and

WHEREAS, The Previous Ordinance contemplated private financing in the amount of Two Hundred Eighty-one Thousand Nine Hundred Twenty Dollars (\$281,920) from "1st National" in connection with the rehabilitation of the Building; and

WHEREAS, The City Loan was subordinate to a loan in the amount of Two Hundred Eighty-one Thousand Nine Hundred Twenty Dollars (\$281,920) (the "Harris Senior Loan") made by the Borrower in favor of Harris Trust and Savings Bank ("Harris"), which such loan was secured by that certain Mortgage, Assignment of Rents and Security Agreement dated as of July 27, 1987, made by the Borrower in favor of Harris; and

WHEREAS, D.O.H. desires to ratify the making of the City Loan to the Borrower; and

WHEREAS, Neighborhood Reinvestment Corporation, an Illinois not-for-profit corporation ("N.R.C."), has granted to N.H.S.R.C. certain funds (the "N.R.C. Funds") for use in connection with the Building; and

WHEREAS, N.H.S.R.C. intends to loan the N.R.C. Funds to Neighborhood Lending Services, Inc., an Illinois not-for-profit corporation and an affiliate of N.H.S.R.C. ("N.L.S."), and desires that N.L.S. use the N.R.C. Funds to purchase the Harris Senior Loan from Harris; and

WHEREAS, The Borrower has met with certain financial difficulties in the operation of the Building and Harris has agreed to sell the Harris Senior Loan to N.L.S. (the "N.L.S. Senior Loan"), which loan will be payable at a lower interest rate and improve cash flow on the Building and N.L.S. will hold a mortgage that will secure the N.L.S. Senior Loan (the "N.L.S. Mortgage"); and

WHEREAS, The Borrower is currently not in default on the City Loan, but in connection with the N.L.S. Senior Loan has requested that D.O.H. approve a proposed restructuring of the City Loan; and

WHEREAS, D.O.H. has approved a proposed restructuring of the City Loan in a manner that (1) will not change the identity of the Borrower, (2) will not alter the outstanding principal amount of the City Loan, (3) will not alter the interest rate on the City Loan, (4) will not alter the maturity date of the City Loan, and (5) will subordinate the City Mortgage to the N.L.S. Mortgage (collectively, the "Restructuring"); now, therefore,

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

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

SECTION 2. The making of the City Loan to the Borrower is hereby ratified, approved and confirmed.

SECTION 3. The Restructuring is hereby approved as described above. The Commissioner of D.O.H. (the "Commissioner") or 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 Restructuring. The Commissioner or 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 any future restructuring of the City Loan which do not substantially modify the terms of the Restructuring.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Section 2-44-090 of the Municipal Code shall not apply to the Building in connection with the Restructuring.

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

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO
AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE
OF ANTOINETTE COLLINS-LEWIS AND OCTAVIA MONIQUE
MORRIS, AS CO-INDEPENDENT ADMINISTRATORS OF
THE ESTATE OF CURTIS COLLINS, DECEASED V.
CITY OF CHICAGO AND JAMES HICKEY.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Antoinette Collins-Lewis and Octavia Monique Morris, as Co-Independent Administrators of the Estate of Curtis Collins, Deceased v. City of Chicago and James Hickey*, amount: \$2,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Antoinette Collins-Lewis and Octavia Monique Morris, as Co-Independent Administrators of the Estate of Curtis Collins, Deceased v. City of Chicago and James Hickey*, cited as 01 L 12738, in the amount of \$2,000,000.

DESIGNATION OF CNA FINANCIAL CORPORATION, CONTINENTAL
ASSURANCE COMPANY, CONTINENTAL CASUALTY COMPANY
AND THE CONTINENTAL CORPORATION AS PROJECT
DEVELOPERS AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT FOR
PROPERTY AT 333 SOUTH
WABASH AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with CNA Financial Corporation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on February 7, 1997 and published at pages 38260 -- 38399 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project for the Central Loop Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended

(65 ILCS 5/11-74.4-1, et seq.) (the "Act"), and amended pursuant to an ordinance adopted on May 17, 2000 and published at pages 32259 -- 32262 of the *Journal* of such date (such amended plan and project are referred to herein as the "Plan"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 7, 1997 and published at pages 38400 -- 38412 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on February 7, 1997 and published at pages 38412 -- 38425 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, CNA Financial Corporation, a Delaware corporation ("CNA" or "Developer"), through a wholly owned subsidiary, Continental Assurance Company, an Illinois insurance company ("C.A.C." or "Owner") holds title to certain real property located within the redevelopment area commonly known as 333 South Wabash Avenue and legally described on Exhibit B of the attached redevelopment agreement (as defined herein) and will complete rehabilitation of an approximately one million one hundred forty-four thousand (1,144,000) rentable square foot office building (the "Facility") thereon which is now solely occupied by Developer and certain of its affiliates and functions as the primary base of operation (the "Headquarters") for Developer's national and international insurance business; and

WHEREAS, The aforementioned rehabilitation will occur to allow the Facility to accommodate unaffiliated third party tenants in approximately two hundred eighty-three thousand (283,000) square feet of rentable space now available due to a corporate restructuring that left Developer and certain of its Affiliates currently only requiring eight hundred sixty-one thousand (861,000) square feet of rentable space. In completing the rehabilitation, Developer and Owner shall make the following modifications to the Facility: (i) significant adaptation of the Facility's lobby, entrances, security, telecommunications, elevators and utility systems; (ii) reconfiguration of certain interior, finishes and furnishings throughout much of the Facility and creation of standard amenities for a multi-tenant building (e.g. additional conference room space); and (iii) work undertaken to be done by the Developer that is required to conform any space to the needs of the particular unaffiliated third party tenants as same commit to occupy space in the Facility. As used herein, the term "Project" shall mean, collectively, the following: (i), (ii) and (iii) above; and

WHEREAS, The CNA has proposed (i) to cause C.A.C. to undertake the redevelopment of the Property and the Facility and (ii) to cause another wholly owned subsidiary, Continental Casualty Company, an Illinois insurance company ("C.C.C.") which is wholly owned by The Continental Corporation, a New York

corporation ("T.C.C.") which is wholly owned by CNA to undertake certain other covenants associated with the Project, all in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Owner, the Developer and the City; and

WHEREAS, Pursuant to Resolution 05-CDC-45 adopted by the Community Development Commission of the City of Chicago (the "Commission") on May 10, 2005, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Owner and Developer for the Project; now, therefore,

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

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

SECTION 2. The Developer, Owner, C.C.C. and T.C.C. (collectively, the "Developer Parties") are hereby designated as the developer(s) for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner 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 among the Developer Parties and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement. All capitalized terms, unless defined herein, shall have the same meanings as are set forth in the Redevelopment Agreement.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".
(To Ordinance)*

CNA Redevelopment Agreement

By And Between

The City Of Chicago

And

CNA Financial Corporation.

This CNA Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2005, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and CNA Financial Corporation, a Delaware corporation (the "Developer").

Recitals.

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 20, 1984 and amended and supplemented the ordinances on February 7, 1997; May 17, 2000 and July 9, 2003: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Central Loop Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Central Loop Redevelopment Project Area as a Redevelopment

Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”; and (3) “An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Central Loop Redevelopment Project Area” (the “T.I.F. Adoption Ordinance”) (items (1) -- (3) collectively referred to herein as the “T.I.F. Ordinances”). The redevelopment project area referred to above (the “Redevelopment Area”) is legally described in (Sub)Exhibit A hereto.

D. The Project: The Developer, through a wholly owned subsidiary, Continental Assurance Company (“C.A.C.”), holds title to certain property located within the Redevelopment Area at 333 South Wabash Avenue, Chicago, Illinois 60604 and legally described on (Sub)Exhibit B hereto (the “Property”), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete rehabilitation of an approximately one million one hundred forty-four thousand (1,144,000) rentable square foot office building (the “Facility”) thereon. The Facility is currently occupied solely by Developer and certain of its Affiliates and functions as the primary base of operation for Developer’s national and international insurance business (said primary base of operation for Developer’s national and international insurance business being referred to as the “Headquarters”); however due to a corporate restructuring the Developer and certain of its Affiliates currently only require eight hundred sixty-one thousand (861,000) square feet of rentable space leaving approximately two hundred eighty-three thousand (283,000) square feet of rentable space which may be occupied by other parties. The Developer shall make the following modifications to the Facility so that the Facility can accommodate third-party tenants, as well as the consolidated operations of Developer and its applicable Affiliates: (i) significant adaptation of the Facility’s lobby, entrances, security, telecommunications, elevators and utility systems; and (ii) reconfiguration of certain interior, finishes and furnishings throughout much of the Facility and creation of standard amenities for a multi-tenant building (e.g. additional conference room space) (as completed by Developer, the “Building Conversion”). The Building Conversion is the work reasonably required to insure that the Facility may be used by multiple unaffiliated tenants. As tenants other than Developer commit to occupy the Facility subsequent to the Building Conversion, Developer or any respective tenant, may engage in any work required to conform any space to the needs of the particular tenant (the “Tenant Build-Out”). As used herein, the term “Project” shall mean, collectively, the following: (i) the Building Conversion; (ii) the Tenant Build-Out undertaken to be done by Developer (including any Tenant Build-Out done by the General Contractor or any other contractor on behalf of Developer); (iii) the installation of signs, which must comply with the State Street Ordinance (as defined herein); (iv) completion of the Streetscape Improvements (as defined herein); and (v) all T.I.F.-Funded Improvements (as defined below in Section 2 and set forth on (Sub)Exhibit C). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with current City zoning ordinances, this Agreement and the City of Chicago Central

Loop Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) Incremental Taxes (as defined below), and/or (ii) a portion of the proceeds of its Tax Increment Allocation Bonds (Central Loop Redevelopment Project), Taxable Series 2000B Bonds (Current Interest Bonds) (the "Bonds") issued pursuant to an ordinance adopted by the City Council on May 17, 2000 (the "Bond Ordinance"), to pay for or reimburse the Developer for the costs of T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement. Regardless of the ability to use either source of funds, it is the City's current intent to use Incremental Taxes as the source of payment, or reimbursement, for T.I.F.-Funded Improvements.

In addition, the City may, in its discretion, issue tax increment allocation bonds ("T.I.F. Bonds") secured by Incremental Taxes pursuant to a tax increment financing bond ordinance (the "T.I.F. Bond Ordinance") at a later date as determined by the City, the proceeds of which (the "T.I.F. Bond Proceeds") may be used to pay for the costs of the T.I.F.-Funded Improvements not previously paid for from Incremental Taxes, to make payments of principal and interest on the City Note, or in order to reimburse the City for the costs of T.I.F.-Funded Improvements.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

“Act” shall have the meaning set forth in the recitals hereof.

“Actual Residents of the City” shall mean persons domiciled within the City.

“Agreement” shall have the meaning set forth in the preamble hereof.

“Affiliate(s)” shall mean any person(s) or entities directly or indirectly controlled by or under common control with the Developer and any person(s) or entities controlling the Developer with respect to its day to day operations of the Facility.

“Alternative Security” shall mean any deposit of cash or highly marketable, liquid securities into a trust account established by Developer or one of its Affiliates at a local bank or trust company selected by Developer, and approved by the City, made in connection with (i) the issuance of the Certificate pursuant to Section 7.01 and (ii) the payment of City Funds pursuant to Section 4.03(b); said deposit (including the initial deposit) shall be in the form of cash or highly marketable liquid securities satisfactory to the City, acting in its sole discretion, and shall be in satisfaction of the letter of credit requirement set forth in Section 4.03(b), all subject to a commercially reasonable trust agreement (which shall be reasonably acceptable to the City) by and among the City, the local bank or trust company serving as trustee, and Developer or one of its Affiliates. Developer shall only be allowed to make substitutions, purchases and sales of any deposits in the trust account and of any interest thereon so long as D.P.D. approves and Developer is not required to maintain in the trust account more than the amount of City Funds actually expended for T.I.F.-Funded Improvements. Substitutions, purchases and sales of any deposits in the trust account by Developer may be subject to the terms of the aforementioned trust agreement, so long as said trust agreement does not supersede or in any way interfere with, the right of D.P.D. to approve Developer’s purchases, substitutions, or sales within ten (10) business days after receiving written notice from Developer. In the event D.P.D. does not respond within said ten (10) business days, such substitution, purchase or sale of deposits in the trust account shall be deemed approved.

“Bonds” shall have the meaning set forth for such term in Recital F hereof.

“Building Conversion” shall have the meaning set forth in Recital D hereof.

“C.A.C.” shall have the meaning set forth in Recital D hereof.

“C.C.C.” shall mean Continental Casualty Company, an Illinois insurance company. C.C.C. is a wholly owned subsidiary of Developer, the entity that employs CNA employees and owns one hundred percent (100%) of the issued and outstanding stock of C.A.C.

“Central Loop Redevelopment Area T.I.F. Fund” shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

“Certificate” shall mean the Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

“Change Order” shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the project budget as described in Section 3.03, Section 3.04, Section 3.05 and Section 3.07, respectively.

“City Council” shall have the meaning set forth in the recitals hereof.

“City Funds” shall mean the funds described in Section 4.03(b) hereof.

“Closing Date” shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

“Compliance Period” shall have the meaning set forth in Section 8.06 hereof.

“Construction Contract” shall mean, as applicable: (i) that certain contract, substantially in the form attached hereto as (Sub)Exhibit E, to be entered into between C.A.C. and Leopardo Companies, Inc. an Illinois corporation providing for construction of the Building Conversion; (ii) those certain contracts, to be entered into between Developer or one of its affiliates and the applicable General Contractor for Streetscape Improvements and construction of other portions of the Project, all of which contracts are subject to approval by the City; and (iii) those certain construction contracts, to be entered into between Developer or one of its Affiliates for construction of Tenant Build-Out undertaken to be completed by Developer, copies of which shall be provided to D.P.D.

“Corporation Counsel” shall mean the City’s Office of Corporation Counsel.

“Developer” shall have the meaning set forth in the preamble hereof. For purposes of this Agreement, the term “Developer” (i) shall be deemed to refer to Developer and C.A.C. in connection with the undertaking of the Project [Note -- this change may be required per CNA corporate documents: or to Developer or any other Affiliate(s) succeeding to C.A.C.’s rights and responsibilities with respect to the Project] and (ii) shall be deemed to refer to Developer and C.C.C. in connection with the undertaking of the Jobs Covenant [Note -- the change may be required per C.N.A. corporate documents: or to any other Affiliate(s) succeeding to C.A.C.’s rights and responsibilities with respect to the Jobs Covenant).

“Employer(s)” shall have the meaning set forth in Section 10.01 hereof.

“Environmental Laws” shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.) (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

“Equity” shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

“Escrow” shall mean the construction escrow established pursuant to the Escrow Agreement.

“Escrow Agreement” shall mean the Escrow Agreement, if any, establishing a construction escrow, to be entered into as of the date hereof by the City (for the sole purpose of receiving copies of any and all disbursement requests made thereunder), the Title Company (or an affiliate of the Title Company), the Developer and the Developer’s lender(s), substantially in the form of (Sub)Exhibit M attached hereto.

“Event of Default” shall have the meaning set forth in Section 15 hereof.

“Facility” shall have the meaning set forth in the recitals hereof.

“Financial Statements” shall mean Developer’s Form 10-K Annual Reports as most recently filed with the United States Securities and Exchange Commission, which annual reports shall be based on audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles.

“General Contractor” shall mean (i) with respect to the Building Conversion, Leopardo Companies, Inc., an Illinois corporation; (ii) with respect to the Streetscape Improvements and other portions of the Project, any one (1) or more general contractors, if any, retained by Developer or any of its affiliates and approved by D.P.D.; and (iii) with respect to Tenant Build-Out undertaken to be done by Developer, any one (1) or more general contractors, if any, retained by Developer or any of its affiliates and approved by D.P.D.

“Green Roof” shall have the meaning set forth in Section 8.20 hereof.

“Hazardous Materials” shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

“Headquarters” shall have the meaning set forth in the recitals hereof.

“Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Central Loop Redevelopment Area Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“Lender Financing” shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

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

“M.B.E./W.B.E. Budget” shall mean the budget attached hereto as (Sub)Exhibit H-2, as described in Section 10.03.

“Minimum Assessed Value” shall have the meaning set forth for such term in Section 8.19(c) hereof.

“Municipal Code” shall mean the Municipal Code of the City of Chicago.

“Non-Governmental Charges” shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the property or the project.

“Other Bond(s)” shall have the meaning set forth for such term in Section 8.05 hereof.

“Permitted Liens” shall mean those liens and encumbrances against the property and/or the project set forth on (Sub)Exhibit G hereto.

“Permitted Transferees” shall mean any Affiliate that has contracted to take an assignment of the Developer’s rights under this Agreement and assume the Developer’s liabilities hereunder, including, without limitation, the covenants running with the land described in Section 7.02 hereof.

“Plans and Specifications” shall mean initial construction documents containing a site plan and working drawings and specifications for the project (or portions thereof), as submitted to the City as the basis for obtaining building permits for the project (or portions thereof).

“Project Expenditures” shall have the meaning set forth in Section 4.05(a) hereof.

“Project” shall have the meaning set forth in the recitals hereof.

“Project Budget” shall mean the budget attached hereto as (Sub)Exhibit H-1, showing the total cost of the Project by line item, Tenant Build-Out and related lease commissions furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

“Property” shall have the meaning set forth in the recitals hereof.

“Redevelopment Area” shall have the meaning set forth in the recitals hereof.

“Redevelopment Plan” shall have the meaning set forth in the recitals hereof.

“Redevelopment Project Costs” shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

“Requisition Form” shall mean the document, in the form attached hereto as (Sub)Exhibit L, to be delivered by the Developer to D.P.D. pursuant to Section 4.04 of this Agreement.

“Scope Drawings” shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project (or portions thereof).

“State Street Ordinance” shall mean [Section 17-13-1103 of the Municipal Code of the City of Chicago --? double-check] in effect as of the date hereof.

“Streetscape Improvements” shall mean the installation of surface mounted planters on the portion of the sidewalk that runs west along the north side of Van Buren Street from the furthest easterly point of the driveway for the building’s parking garage to the point on Wabash Avenue where the City’s streetscape ends, all of which shall be completed in a manner stylistically complimentary to the

planters installed by the City as part of the Wabash Avenue streetscaping (excluding light fixtures), as determined by the City acting in its sole capacity.

“Survey” shall mean that certain plat of survey of the Property dated July 18, 2005 and revised August 19, 2005 and prepared by National Survey Service, Inc. (a surveyor registered in the State of Illinois), certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency; that certain survey shall be updated if any lender provides Lender Financing to Developer or its relevant affiliate or any other change in the physical condition or the Facility occurs which shall detrimentally affect the rights of the City under this Agreement.

“T.C.C.” shall mean The Continental Corporation, a New York corporation, a wholly owned subsidiary of the Developer and the owner of one hundred percent (100%) of the issued and outstanding stock of C.C.C.

“Tenant Build-Out” shall have the meaning set forth in Recital D hereof.

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and concluding at the end of the Compliance Period.

“T.I.F. Adoption Ordinance” shall have the meaning set forth in the recitals hereof.

“T.I.F. Bonds” shall have the meaning set forth in the recitals hereof.

“T.I.F. Bond Ordinance” shall have the meaning set forth in the recitals hereof.

“T.I.F. Bond Proceeds” shall have the meaning set forth in Recital F hereof.

“T.I.F.-Funded Improvements” shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. (Sub)Exhibit C lists the T.I.F.-Funded Improvements for the Project.

“T.I.F. Ordinances” shall have the meaning set forth in Recital C hereof.

“Title Company” shall mean First American Title Insurance Company.

“Title Policy” shall mean an updated commitment for title insurance in the most recently revised ALTA or equivalent form, showing the Developer or one of its Affiliates as the insured as of the issuance of the Certificate and showing that there are no mechanics’ liens on the Property since the start of construction on the Project, together with evidence of the recording of this

Agreement as an encumbrance against the Property, and if there is any Lender Financing, a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to said Lender Financing, if any and a fine title policy based on the aforementioned and described commitment for title insurance.

“W.A.R.N. Act” shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

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

Section 3.

The Project.

3.01 The Project.

The Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction of the Building Conversion no later than December 31, 2005; (ii) complete construction of the Building Conversion along with installation of signs (which must comply with the State Street Ordinance) and completion of the Streetscape Improvements and conduct business operations therein no later than December 31, 2007; and (iii) complete the Green Roof by December 31, 2008.

3.02 Scope Drawings And Plans And Specifications.

The Developer shall deliver the Scope Drawings and Plans and Specifications to D.P.D. and D.P.D. shall approve same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City’s Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved a Project Budget showing total costs for the Project in an amount not less than Sixty-four Million Eight Hundred Ninety-seven Thousand Nine Hundred Forty and no/100 Dollars (\$64,897,940.00). The Developer hereby certifies to the City that: (a) the City Funds, together with the Equity described in Section 4.01 hereof, shall be sufficient to complete the Project; (b) Developer has the Equity in an amount sufficient to pay for all Project costs; and (c) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below in this Section 3.04 and other sections of the Agreement that reference this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by the Developer to D.P.D. concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to D.P.D. for D.P.D.'s prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Property to a use other than an office building; (c) a delay in the completion of the Building Conversion by six (6) months or more; or (d) Change Orders resulting in an aggregate modification to the Project Budget for the Building Conversion of five percent (5%) or more. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval (to the extent said City approval is required pursuant to the terms of this Agreement); the Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require D.P.D.'s prior written approval as set forth in this Section 3.04, but D.P.D. shall be notified in writing of all such Change Orders prior to the implementation thereof and the Developer, in connection with such notice, shall identify to D.P.D. the source of funding therefor.

3.05 D.P.D. Approval.

Any approval granted by D.P.D. of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not

affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring D.P.D.'s written approval pursuant to Section 3.04), duplicates of applicable documentation required to support and verify disbursement and receipt of all Project Funds (such documentation to include, without limitation, invoices, canceled checks, partial and final lien waivers), and monthly reports regarding M.B.E./W.B.E. utilization, Prevailing Wage and City Residency (each based on expenditures to date). The Developer has previously provided two (2) copies of the Survey to D.P.D. and shall upon the request of any lender providing Lender Financing, provide any requested copies of the Survey updated to reflect improvements made to the Property.

3.08 Inspecting Agent Or Architect.

If requested by D.P.D. or the City Department of Construction and Permits ("D.C.A.P."), an independent agent or architect (other than Developer's architect) approved by D.P.D. shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to D.P.D., prior to requests for disbursement for costs related to the Project.

3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City

and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs And Public Relations.

The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project, along with any Tenant Build-Out not undertaken by or through Developer and related lease commissions, is estimated to be Sixty-four Million Eight Hundred Ninety-seven Thousand Nine Hundred Forty Dollars (\$64,897,940), to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Sections [4.03(b)] and 4.06)	\$64,897,940
Lender Financing	\$ Zero
Estimated City Funds for reimbursement (subject to Sections 4.02 and 4.03)	[\$13,680,000]
ESTIMATED TOTAL:	\$64,897,940

4.02 Developer Funds.

Equity shall be used to pay all costs associated with the Project, including but not limited to Redevelopment Project costs and costs of T.I.F.-Funded Improvements. The amount of Equity set forth in Section 4.01 above is the approximate amount required to complete the Project and any Tenant Build-Out not undertaken by or through Developer along with any related lease commissions. All costs associated with the Building Conversion must be actually spent by Developer prior to the date the Central Loop Tax Increment Allocation Financing District expires, which is December 31, 2008.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of T.I.F.-Funded Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit C sets forth, by line item, the T.I.F.-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d), contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to the Developer hereunder prior to the later of the issuance of a Certificate or February 1, 2008.

(b) Sources Of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the T.I.F.-Funded Improvements:

Source Of City Funds	Maximum Amount
Incremental Taxes and/or T.I.F. Bond Proceeds	\$13,680,000

provided, however, that the total amount of City Funds expended for T.I.F.-Funded Improvements shall be an amount not to exceed Thirteen Million Six Hundred

Eighty Thousand Dollars (\$13,680,000) of the actual total Project costs; and provided further, that the up to Thirteen Million Six Hundred Eighty Thousand Dollars (\$13,680,000) to be derived from Incremental Taxes and/or T.I.F. Bond Proceeds, if any shall be available to pay costs related to T.I.F.-Funded Improvements and allocated by the City for that purpose only so long as:

(i) the amount of T.I.F. Bond Proceeds or Incremental Taxes deposited into the Central Loop Redevelopment Project Area Tax Increment Allocation Fund shall be sufficient to pay for such costs; and

(ii) the Developer shall deposit with the City an irrevocable letter of credit which is valid and in a form acceptable to the City naming the City as the sole beneficiary or provide the Alternative Security either of which shall be equal to the full amount of the City Funds actually expended for T.I.F.-Funded Improvements and shall be referred to herein as the "L.O.C.". Commencing no later than the date (i) the Developer shall request payment of the City Funds and (ii) upon issuance of the Certificate, the Developer shall maintain a valid L.O.C., in the entire principal amount set forth above, on deposit with the City during the entire Compliance Period.

The Developer acknowledges and agrees that the City's obligation to pay for T.I.F.-Funded Improvements up to a maximum of Thirteen Million Six Hundred Eighty Thousand Dollars (\$13,680,000) is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by the Developer pursuant to Section 4.01 hereof shall increase proportionately.

(c) Retainage. [Intentionally Left Blank]

4.04 Construction Escrow; Requisition Form.

(a) If the Developer enters into any Escrow Agreement regarding construction of the Project, Developer hereby agrees to allow the City to enter into any such Escrow Agreement for the purpose of insuring that the City shall receive copies of all requests for disbursement requested under any said Escrow Agreement. If Developer enters into any Escrow Agreement regarding the Project, all disbursements of Project funds (except for any Prior Expenditures and City Funds) shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(b) The Developer shall provide D.P.D. with a Requisition Form, along with the documentation described therein substantially in the form of the Requisition Form attached hereto as (Sub)Exhibit L. Requisition for reimbursement of T.I.F.-Funded Improvements shall be made once during the term of this Agreement by the later of the issuance of the Certificate or February 1, 2008 (or as otherwise permitted by D.P.D.). Upon submission of the Requisition Form, Developer shall also submit a copy of the Title Policy as evidence that there are no mechanics' liens on the Property; if the City is not reasonably satisfied by said Requisition Form, then the City may request other evidence as is reasonably necessary to show there are no mechanics' liens on the Property.

4.05 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. (Sub)Exhibit I hereto sets forth the prior expenditures approved by D.P.D. as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements may, in the sole discretion of the City, be either reimbursed to the Developer, or reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Purchase Of Property. [Intentionally Left Blank]

(c) City Fee. The City shall not allocate any Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Project from City Funds.

(d) Allocation Among Line Items. Disbursements for expenditures related to T.I.F.-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of D.P.D., being prohibited; provided, however, that such transfers among line items, in an amount not to exceed five percent (5%) of the Project Budget in the aggregate, may be made without the prior written consent of D.P.D.

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project

exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions Of Disbursement.

Prior to the disbursement of City Funds hereunder by the City, the Developer shall submit documentation regarding the applicable expenditures to D.P.D., which shall be satisfactory to D.P.D. in its sole discretion; said documentation shall include, without limitation, (i) invoices, (ii) canceled checks, (iii) lien waivers'; (iv) owner's sworn statement, (v) general contractor's sworn statement, (vi) M.B.E./W.B.E. subcontractor contract amounts, and (vii) copies of any relevant escrow disbursement. Delivery by the Developer to D.P.D. of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

- (a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Building Conversion, and/or their payees;
- (b) all amounts shown as previous or other payments on the disbursement request have been paid to the parties entitled to such payment;
- (c) Developer has approved all work and materials for the Building Conversion portion of the Project, and such work and materials conform to the Plans and Specifications;
- (d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;
- (e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens; and
- (f) to the best of the Developer's knowledge and belief after due and reasonable inquiry, no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters

certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, if any, T.I.F. Bond Ordinance, if any, the Bonds, if any, the T.I.F. Bonds, if any, the T.I.F. Ordinances, this Agreement, the Escrow Agreement and the additional requirements set forth below:

- receipt of a Certificate of Occupancy or other evidence acceptable to the City, acting in its sole discretion, that Developer has complied with building permit requirements for the Building Conversion;
- evidence of the Project meeting or exceeding M.B.E./W.B.E., Prevailing Wage and City Residency requirements as set forth in the appropriate provisions of this Agreement;
- evidence that the T.I.F.-eligible costs incurred, as determined by the City acting in its sole discretion, is an amount equal to or greater than the amount of City Funds requested; and
- purchase and deposit of the LOC as set forth in Section 4.03(b) of this Agreement.

4.08 Conditional Grant/Right To Recapture City Funds.

The City shall have the right to seek whole or partial reimbursement of City Funds previously paid or disbursed to Developer if Developer fails to comply with the Jobs Covenant or its covenants to maintain and occupy its Headquarters in Chicago.

Section 5.

Conditions Precedent.

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget.

The Developer has submitted to D.P.D., and D.P.D. has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings And Plans And Specifications.

The Developer shall submit the Scope Drawings and Plans and Specifications to D.P.D. for approval when such Scope Drawings become available. D.P.D. shall not unreasonably withhold its approval.

5.03 Other Governmental Approvals.

The Developer has secured all other necessary approvals and permits required by any applicable state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to D.P.D.

5.04 Financing.

The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity in the amount set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If, prior to the Closing Date, Developer determines that a portion of such funds shall consist of Lender Financing or funds from tenants, the Developer shall furnish proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the remaining Equity) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition And Title.

On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified and/or issued (as applicable) by the Title Company, showing the Developer or C.A.C. as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on (Sub)Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. In the event the condition of the Property is adversely affected by matters normally covered by the following endorsements to a title policy: to an owner's comprehensive endorsement, zoning (3.1 with parking), contiguity, location, access and survey so as to materially interfere with the ability of Developer or its Affiliates to operate at the Facility, Developer shall immediately commence to repair or otherwise address such adverse condition and complete the same within sixty (60) days. Developer has provided to D.P.D., on or prior to the Closing Date, documentation related to

certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy.

5.06 Evidence Of Clean Title.

The Developer, at its own expense, has provided the City with searches under the Developer's name (and the following names of Developer Affiliates: CNA Financial Corporation, The Continental Corporation, Continental Casualty Company and Continental Assurance Company) as follows:

Secretary of State (Illinois)	U.C.C. search
Secretary of State (Illinois)	Federal tax search
Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court (Northern District)	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens involving the City or other material liens (in the event said liens arise solely from litigation, such litigation shall only involve that which Developer publicly discloses) against the Developer, the Developer Affiliates named above (T.C.C., C.C.C. or C.A.C.), the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys.

The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance.

The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to D.P.D.

5.09 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in (Sub)Exhibit J hereto, such opinions may be obtained by the Developer from its general corporate counsel.

5.10 Evidence Of Prior Expenditures.

The Developer has provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements.

The Developer has provided Financial Statements to D.P.D. for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation.

The Developer has provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters, and all documents relating to leases, if any, of (or associated with) any portion of the Property including, without limitation, ground leases, tenant leases, operating leases, lease termination agreements, operating leases and/or synthetic leases. The City has the right to examine the economic terms of the leases and any other material documents (e.g. management agreements) related to the Project.

5.13 Environmental.

The Developer has provided D.P.D. with copies of the following environmental audits: (i) that certain report captioned "Environmental Report: CNA 333 South

Wabash Avenue, Chicago, Illinois Asbestos Operations and Maintenance (O.&M.) Program Manual (July 2003)”; and (ii) that certain report captioned “Environmental Report: Phase I Environmental Site Assessment CNA Plaza, 55 East Jackson Boulevard and 333 South Wabash Avenue, Chicago, Illinois 60604 (November 28, 2000)”. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits. The City reserves the right to require the Developer, at its expense, to provide additional environmental studies by the date the Certificate is issued if the City, in its sole discretion, finds the information provided pursuant to this Section 5.13 inadequate. [This section is subject to D.O.E. approval, and if acceptable to D.O.E., the last sentence may be deleted prior to execution].

5.14 Corporate Documents; Economic Disclosure Statement.

The Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary’s certificate in such form and substance as the Corporation Counsel may require; bylaws of the corporation; and such other corporate documentation as the City has requested. The Developer and its relevant Affiliates have provided to the City an Economic Disclosure Statement, in the City’s then current form, dated as of the Closing Date, and such other documentation as required to disclose all individuals, corporations (or other entities) who are part of Developer’s legal ownership structure, this Agreement and any leases associated with the Project.

5.15 Litigation.

The Developer has provided to Corporation Counsel and D.P.D. in writing, a description of (i) all pending or threatened litigation or administrative proceedings involving the interests of Developer, T.C.C., C.C.C. or C.A.C. in the Project or the Facility and (ii) all other material litigation required to be publicly disclosed or involving the City that is pending or has been threatened or material administrative proceedings involving Developer or its Affiliates including, without limitation, litigation which may affect the ability of Developer or its Affiliates to perform their duties and obligations required pursuant to this Agreement. Each such description shall specify, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

(a) Developer hereby informs the City that Developer intends to use Leopard Companies, Inc., an Illinois corporation as the General Contractor for the Building Conversion. Prior to the General Contractor entering into any agreement with any subcontractor for construction of the Building Conversion, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified subcontractors eligible to do business with and in the City of Chicago and inform D.P.D. when all bids have been received. The Developer shall submit copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. If D.P.D. shall so request in writing, photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Building Conversion until the Plans and Specifications have been approved by D.P.D. and all requisite permits have been obtained.

(b) If the bid of the General Contractor is increased, then the Developer shall add sufficient funds to cover the increased cost.

6.02 Construction Contract.

Prior to the execution of this Agreement, the Developer shall deliver to D.P.D. a copy of the proposed Construction Contract for the Building Conversion with the General Contractor for D.P.D.'s prior written approval, which shall be granted or denied within five (5) business days after delivery thereof. Within five (5) business days after execution of the final version of any Construction Contract (including any Construction Contract for portions of the Project other than the Building Conversion) by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to D.P.D. and Corporation Counsel a certified copy of such Construction Contract together with any modifications, amendments or supplements thereto. In the event D.P.D. does not respond within five (5) business days after delivery of any Construction Contract, the Construction Contract shall be deemed approved. Prior to the execution of this Agreement, the Developer must also submit evidence, acceptable to D.P.D., that the General Contractor has met at least once with (and provided bid documents to) applicable M.B.E./W.B.E. contractor associations.

6.03 Performance And Payment Bonds.

Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor undertaking such work be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as (Sub)Exhibit P hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof. Notwithstanding the foregoing, the Developer shall contractually obligate and cause the General Contractor, and such subcontractors as are necessary and appropriate, to achieve compliance with the provisions of Sections 10.02 and 10.03 hereof to agree to the provisions of Sections 10.02 and 10.03 hereof.

6.05 Other Provisions.

In addition to the requirements of this Section 6 the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (M.B.E./W.B.E. Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements after the date of this Agreement shall be provided to D.P.D. within five (5) business days of the execution thereof. Prior to the Closing Date, photocopies of all contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements prior to the date of this Agreement shall be provided to D.P.D.

Section 7.

Completion Of Construction Or Rehabilitation.

7.01 Certificate Of Completion Of Construction Or Rehabilitation.

(a) Upon (i) completion of the Building Conversion in accordance with the terms of this Agreement (including without limitation the additional conditions to the

issuance of the Certificate set forth below in this Section 7.01), (ii) the installation of signs (which must comply with the State Street Ordinance), (iii) completion of the Streetscape Improvements, (iv) completion of any other T.I.F.-Funded Improvements, (v) final disbursement from any Escrow which Developer may enter into for the disbursement of Equity or any Lender Financing and (vi) Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Building Conversion and all related signage, landscaping, streetscape and T.I.F.-Funded Improvements in accordance with the terms of this Agreement, provided that the following requirements have been met:

- (i) the Developer has notified D.P.D. in writing, and D.P.D. has verified, that the Building Conversion has been completed; and
- (ii) the Developer has received a Certificate of Occupancy or other evidence acceptable to D.P.D. that the Developer has complied with the building permit requirements for the Building Conversion; and
- (iii) the City's Monitoring and Compliance Unit has verified that the Developer is in full compliance with City requirements set forth in Section 10 (including, without limitation, Sections 10.02 and 10.03); Sections 8.06 and 8.09 (M./W.B.E., City Residency, Job Creation and Retention, Prevailing Wage); and
- (iv) the City has received documentation evidencing the expenditure of T.I.F.-eligible costs in an amount, as determined by the Commissioner acting in her sole discretion, equal to or greater than the amount of City Funds requested; and
- (v) the Developer has purchased and deposited the L.O.C. as set forth in Section 4.03(b) of this Agreement.

(b) D.P.D. shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

Nothing contained in this Agreement shall obligate the Developer to directly or indirectly undertake any Tenant Build-Out. A reduction in the costs of any Tenant Build-Out shall not reduce the amount of the City Funds, and the undertaking or completion of any Tenant Build-Out shall not be required for, or be a condition precedent to, either issuance of the Certificate or payment to the Developer of the City Funds.

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the completion of the Project, and upon its issuance, the City will certify that the terms of this Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.06, 8.14 (as it relates to the improvements on the Property), 8.19 and 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of the Certificate; provided, that upon the issuance of the Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of the Certificate shall be binding only upon the Developer and its relevant Affiliates or a permitted assignee of the Developer and its relevant Affiliates who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder. In addition to all remedies available at law or in any court of equity, the City shall have the right to enforce the obligations set forth in this Section 7.02 by invoking any and all remedies available in this Agreement.

7.03 Failure To Complete.

If the Developer fails to complete the Building Conversion and all related landscaping, streetscape and other T.I.F.-Funded Improvements in accordance with the terms of this Agreement and after the exhaustion of any applicable notice and cure periods hereunder, the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and not be obligated to disburse any City Funds and to cease disbursement of any City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those landscaping, streetscape and related T.I.F.-Funded Improvements that are public improvements and to pay for the costs of said aforementioned T.I.F.-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Funded Improvements set forth

in this Section 7.03(b) exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement from the Developer of any City Funds Developer has previously received as reimbursement for T.I.F.-Funded Improvements.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer.

8.01 General.

The Developer, on behalf of itself and its Affiliates named in this Agreement or that have direct control over the Facility, hereby represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) (i) the Developer is a Delaware corporation duly organized, validly existing, qualified to do business in its state of incorporation and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required, (ii) T.C.C. is a New York corporation duly organized, validly existing, qualified to do business in its state of incorporation and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required, (iii) C.C.C. is an Illinois insurance company duly organized, validly existing, qualified to do business in Illinois and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required, and (iv) C.A.C. is an Illinois insurance company duly organized, validly existing, qualified to do business in Illinois and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer, T.C.C., C.C.C. and C.A.C. each has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer, T.C.C., C.C.C. and C.A.C. of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate their respective corporate governing documents including, without limitation, Developer's Articles and/or Certificate of Incorporation or bylaws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer, either itself or through one of its Affiliates, shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget, Non-Governmental Charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof and Governmental Charges that Developer is contesting in good faith pursuant to Section 8.19(a)(ii));

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending against, threatened against or otherwise affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain throughout the Term of the Agreement all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) as and when necessary to conduct its business and to construct and complete the Project and operate the Facility;

(h) the Developer is not in default beyond any applicable grace period or notice and cure period with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer or any of its Affiliates or the interest of Developer or any of its Affiliates in the Property is bound that could materially adversely affect the Building Conversion;

(i) to the best of the Developer's knowledge and belief, after due and reasonable inquiry, (1) the Financial Statements are, and when hereafter required to be submitted hereunder will be, complete, correct in all material respects and

accurately present the assets, liabilities, results of operations and financial condition of the Developer, and (2) there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of the Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D. (which approval shall not be unreasonably withheld): (1) be a party to any merger, liquidation or consolidation concerning T.C.C., C.A.C. or C.C.C. with any parties other than a Permitted Transferee; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or the assets of T.C.C., C.C.C. or C.A.C. except to a Permitted Transferee; (3) directly or indirectly transfer its interest in the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) to anyone other than a Permitted Transferee; or (4) enter into any transaction that would cause a material and detrimental change to the Developer's ability to perform its obligations hereunder; provided that after issuance of the Certificate and until ten (10) years from the date of issuance of the Certificate, Developer (or any previous assignee or transferee allowed pursuant to the terms of this Agreement) may not sell or transfer the Property, either directly or indirectly, to any entity with which it is not Affiliated unless (i) Developer provides written notice of such sale or transfer to the City and the City provides written approval thereof; (ii) the transferee has reasonable experience and regional or national experience in the insurance business (as reasonably determined by the City) to assume Developer's obligations hereunder including, without limitation, the Jobs Covenant and the covenant to continue to occupy the Facility as a Headquarters for transferee's insurance business. The foregoing shall not limit, condition or prohibit the right of Developer to enter into any synthetic lease or other similar financing arrangement (except that such synthetic lease or similar financing arrangement shall not be entered into prior to the issuance of the Certificate) pursuant to which the transferee is not in the insurance business, but Developer (i) acknowledges that all executory terms and conditions of this Agreement and all representations and covenants contained herein continue to remain in full force and effect throughout the Term of the Agreement and (ii) Developer continues to be obligated to fulfill those covenants which run with the land (Sections 8.02, 8.06, 8.14 (as it relates to improvements on the Property), 8.19 and 8.20) as described and set forth in Section 7.02 hereof.

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D. or as otherwise permitted under Section 8.15 hereof, will not allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; provided further that after issuance of the Certificate, City consent shall be required for

any such liens (or transfers as referenced in Section 8.01(j) above) if (1) the permitted mortgagee or other transferee executes a subordination agreement which subordinates any relevant mortgage lien or other interest to the covenants that run with the land or (2) the City is to have an obligation to pay any Incremental Taxes to any transferee other than Developer or any Affiliate thereof;

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the 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. For purposes of this subparagraph (m) only, the term "affiliate", when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all exhibits attached hereto, the T.I.F. Ordinances, the Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use Of City Funds.

City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the T.I.F.-Funded Improvements as provided in this Agreement.

8.05 Other Bonds.

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the T.I.F.-Funded Improvements (the "Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. Developer will not have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer that is determined to be false or misleading.

8.06 Job Creation And Retention; Covenant To Remain In The City.

The Developer hereby covenants and agrees to maintain its Headquarters at the Facility (which covenant is referred to herein as the "Operating Covenant") through a period equal to ten (10) consecutive years from the date the Certificate is issued, as such period may be extended by one (1) year as described below in this Section 8.06 (the "Compliance Period"). In addition, Developer, directly or through one (1) or more Affiliates, shall adhere to the following job creation and retention standards (collectively the "Jobs Covenant"): (a) not less than two hundred (200) full-time equivalent, permanent jobs shall be created and/or relocated from outside the City at the Facility by March 31, 2006; (b) not less than three thousand (3,000) full-time equivalent, permanent jobs shall be maintained and/or created at the Facility until December 31, 2006 (which three thousand

(3,000) jobs may include the two hundred (200) jobs described in the preceding clause (a)); and (c) not less than two thousand seven hundred (2,700) full-time equivalent, permanent jobs shall be maintained and/or created at the Facility during the Compliance Period (which two thousand seven hundred (2,700) jobs may include the two hundred (200) jobs described in the preceding clause (a)). Developer shall be in default of the requirements of clause (b) of the preceding sentence if the daily average of full-time Developer employees at the Facility falls below three thousand (3,000) during any monthly period up to and including December 31, 2006. Developer shall be in default of the requirements of clause (c) above of this Section 8.06 if the daily average number of full-time equivalent employees at the Facility during any period for which Developer must submit a report during the Compliance Period on the two thousand seven hundred (2,700); however, in the event of such default in adhering to the requirements of clause (c) above, Developer, upon written notice to D.P.D., may elect to extend the Compliance Period by one (1) year to the eleventh (11th) anniversary of the date of the issuance of the Certificate.

The year during which the Compliance Period is extended, as described above, shall be the only cure period allowed for a default by Developer of clause (c) above of the Jobs Covenant; no other notice or cure periods shall apply thereto and said default must be cured by the end of the year during which the Compliance Period is extended. Any year during which Developer shall be found to be in default of clause (c) shall not count toward the required ten (10) years of compliance for the provisions of clause (c) and shall be remedied solely by implemented by extending the Compliance Period for one (1) year to allow for a single one (1) year opportunity to cure. In the event of a default for any of the covenants in this Section 8.06, the City shall have the right to recapture the full amount of all City Funds previously paid/disbursed to the Developer for the Project by drawing down on the L.O.C. (including the Alternative Security, if applicable) if such default(s) is/are not cured during the applicable cure period.

Developer will be required to submit certified employment reports, reasonably satisfactory in form and content to the City, directly to D.P.D. by February 1st following each full or (initial or final) partial calendar year during the Compliance Period. Each year following the (initial) partial, or prior to the (final) partial calendar year, of the Compliance Period shall be defined as commencing on January 1 and ending on December 31. After examining certified employment reports submitted pursuant to this Section 8.06 for any year (including partial years) of the Compliance Period, if D.P.D. determines that Developer is within five percent (5%) of the applicable job creation or maintenance requirement, the Commissioner of D.P.D. shall have the sole and absolute discretion, regarding the default for that year only, to forebear the City's recapture remedy and not to recapture City Funds as allowed hereunder; nothing in the exercise of said discretion by the Commissioner regarding any said default year shall nullify the effect of Section 18.05 of this Agreement.

The covenants set forth in this section shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City quarterly. In addition, any such quarterly reports shall include any Change Orders which require City approval pursuant to the terms of this Agreement. If any such quarterly reports indicate a shortfall in compliance, the Developer shall also deliver a plan to D.P.D. which shall outline, to D.P.D.'s satisfaction, the manner in which the Developer shall correct any shortfall. The City shall attempt to review any such plans included in any quarterly report and approve or reject said plan(s) in writing. Regardless of the timing of the City's response, the Developer shall proceed at its own sole risk if it proceeds without any applicable City approval.

8.08 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of their respective employment profile relating to the Project upon D.P.D.'s request.

8.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all laborers, workers and mechanics engaged to work on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Prior to Closing, the Developer shall provide the City with copies of all contracts entered or proposed to be entered into as of Closing and the City shall review same for compliance with this Section 8.09 also, after Closing, upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09. In each case, the City will attempt to expeditiously review said contracts and provide written approval

or rejection. Regardless of the timing of the City's response, the Developer shall be at risk if it proceeds with said contracts without the City's written approval.

8.10 Arms-Length Transactions.

Unless D.P.D. has given its prior written consent with respect thereto, no Affiliate of Developer, other than T.C.C., C.C.C. and C.A.C., may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement. Notwithstanding anything herein to the contrary, no entity may receive City Funds except as allowed by the Act and relevant City ordinances.

8.11 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents that; to the best of its knowledge, without any particular inquiry, no member, official or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business or the Property.

8.12 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal year ending December 31, 2005 and each fiscal year thereafter for the Term of the Agreement.

8.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question.

(b) Right To Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability (i) to perform its obligations hereunder or (ii) to repay any material liabilities or perform any material obligations of the Developer to (A) any other private person or entity in connection with the Project or (B) any other government entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially and adversely affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other related documents and agreements.

8.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. In the event Developer obtains any Lender Financing, this Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment Of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right To Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below;

provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made if so required as a condition of so challenging said real estate taxes. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option:

(A) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(B) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charges and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same (and is not contesting or objecting thereto in accordance with the provisions of Section 8.19(a)(ii)), the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge.

(c) Real Estate Taxes.

(i) Acknowledgment Of Real Estate Taxes. The Developer agrees that for the purpose of this Agreement, the total rentable square footage of the Facility is deemed to be one million one hundred forty-four thousand (1,144,000), the total overall projected minimum assessed value of the Property is deemed to be Thirty Million Dollars (\$30,000,000), and the pro rata share of the projected minimum

assessed value of the Property is Twenty-six and 22/100 Dollars (\$26.22) per rentable square foot of the Facility. As used herein, the term "Minimum Assessed Value" shall mean the lower of: (A) Thirty Million Dollars (\$30,000,000), or (B) the rentable square footage of the Facility that is occupied by individuals or entities that have not been granted applicable real estate tax exemptions multiplied by Twenty-six and 22/100 Dollars (\$26.22) per rentable square foot. By way of example but not of limitation, if a tax-exempt entity that is unaffiliated with Developer has been granted a real estate tax exemption which applies to the lease (or other basis) pursuant to which such entity occupies twenty thousand (20,000) rentable square feet of the Facility, the Minimum Assessed Value would be Twenty-nine Million Four Hundred Seventy-one Thousand Two Hundred Eighty Dollars (\$29,471,280). Subject to any reasonable confidential requirements of applicable third parties (other than the City acting through a department other than D.P.D. or the City's related municipal agencies), in the event the Developer becomes aware of any facts and circumstances that may result in the Minimum Assessed Value becoming lower than Thirty Million Dollars (\$30,000,000) (including, without limitation, leasing part of the Facility to a tax-exempt entity as mentioned above) then Developer shall provide D.P.D. with written notice of said facts and circumstances (which notice shall include a calculation of the new Minimum Assessed Value) within thirty (30) days; if the basis for the reduction in the Minimum Assessed Value is a lease of part of the Facility then Developer shall, along with the written notice, include a copy of the lease (which will have the date and amount of square footage prominently displayed).

(ii) No Reduction In Real Estate Taxes. Prior to the end of the Term of the Agreement or any earlier termination of this Agreement, neither the Developer nor any assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value. Notwithstanding anything herein to the contrary, Developer's covenant to limit its right to challenge real estate taxes applicable to the Property set forth in this Section 8.19(c) shall not: (A) prevent any tenants of the Facility from pursuing any exemptions from real estate taxes to which they may be entitled; or (B) prevent Developer or any assignee, transferee or successor in interest to the Developer from pursuing any rate objections with respect to real estate taxes for the Property.

(iii) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any

complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value.

(iv) Default And Remedies. Any failure by Developer or any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer to adhere to said parties' covenant to limit its right to challenge real estate taxes applicable to the Property as set forth in this Section 8.19(c) shall be a default under this Agreement and shall entitle the City to exercise any and all available remedies hereunder, including drawing down on the L.O.C. in the Tax Penalty Amount (as defined in the next sentence). The Tax Penalty Amount shall be based on a term of ten (10) years from the date of the Certificate is issued and shall be the product of (A) the number of (whole or partial) years remaining in the ten (10) year term and (B) twenty percent (20%) of the reduction in assessed value of the Property. For example, if Developer challenges the Minimum Assessed Value at the end of the fourth (4th) year after the Certificate is issued and the Minimum Assessed Value is reduced to Twenty-five Million Dollars (\$25,000,000), the Tax Penalty Amount shall be as follows: six (6) (years remaining) x One Million Dollars (\$1,000,000) (twenty percent (20%)) of Five Million Dollars (\$5,000,000) difference in Minimum Assessed Value [Thirty Million Dollars (\$30,000,000) -- Twenty-five Million Dollars (\$25,000,000)].

(v) Covenants Running With The Land. The parties agree that the restrictions contained in this Section 8.19(c) are and shall be covenants running with the land until the tenth (10th) anniversary of the Certificate or any earlier termination of this Agreement, and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. Prior to the tenth (10th) anniversary of the Certificate or any earlier termination of this Agreement, these restrictions shall be binding upon the Developer and its successors, assigns and transferees, provided however, that the covenants shall be automatically terminated and released on the first to occur of (i) the tenth (10th) anniversary of the Certificate and (ii) any earlier termination of this Agreement. The Developer agrees that any sale, conveyance, or transfer of title to all or any portion of the Property from and after the date hereof but prior to the tenth (10th) anniversary of the Certificate or any earlier termination of this Agreement, shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c) at any point in time prior to the tenth (10th) anniversary of the Certificate or earlier termination of this Agreement.

8.20 Green Roof Covenant.

The Developer will complete installation of an environmentally sound 'green roof'

(the "Green Roof") which shall cover one hundred percent (100%) of the net roof area no later than December 31, 2008. If Developer fails to completely install the Green Roof by December 31, 2008 then the City may, in its sole discretion, recapture Three Hundred Sixty Thousand Dollars (\$360,000) of City Funds by drawing down on the L.O.C.

8.21 Participation In City Beautification Efforts.

[Intentionally Left Blank].

8.22 Public Benefits Program.

The CNA Foundation has independently approved the public benefits program as described (Sub)Exhibit N and has authorized its Executive Director to remit the contributions described therein at any time so long as the contributions occur prior to December 31, 2005. On or before January 31, 2006, the CNA Foundation shall provide the Developer with a report advising of the status of the completion of the foregoing public benefits program. Promptly upon the receipt of such report, the Developer shall forward a copy thereof to the City. In the event the public benefits program described in this Section 8.22 is not completed prior to the issuance of the Certificate, the City may reduce the City Funds by an amount equal to the shortfall of the total amount actually shown on said report from the total amount set forth on (Sub)Exhibit N.

8.23 Job Readiness Program.

The Developer shall work with the City, through the Mayor's Office of Workforce Development ("M.O.W.D."), to create a job recruiting and referral program(s) to provide job applicants with the opportunity to obtain employment with respect to the jobs created by the Project and the operation of the Developer's business(es) on the Property.

8.24 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of the Certificate) shall be in effect throughout the Term of the Agreement.

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 10.

Developer's Employment Obligations.

10.01 Employment Opportunity.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually or where required through appropriate [checking with S. Lopez] corporate action obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project, or Developer's maintenance of the Headquarters or other occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination

based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section 10, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into, by or on behalf of Developer, in connection with the Project, and shall require inclusion of these provisions in every related subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable to compliance with this Section 10.02, to agree that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each applicable subcontractor shall be required to make good faith efforts utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each applicable subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developer, the General Contractor and each applicable subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each applicable subcontractor

to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each applicable subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project (the product of .0005 multiplied by such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the applicable subcontractors to prosecution. The City may obtain payment of the liquidated damages hereunder, in the amount the appropriate City or official determines are due, by drawing the amount of said liquidated damages from the L.O.C.

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", transpose or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included (i) in all construction contracts related to the Project and (ii) in all subcontracts related to the Project and applicable to compliance with this Section 10.02.

10.03 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 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 10.03, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit H-2 hereto) shall be expended for contract participation by M.B.E.s and by W.B.E.s:

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

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

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's 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 Project to one (1) or more M.B.E.s or W.B.E.s, or 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 10.03. 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 monthly 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.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in 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 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the execution of this Agreement, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03 the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that 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 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

(h) In Addition (or pursuant to) the provisions of those City Ordinances cited in Section 10.03 (f) above, if Developer seeks to exclude the cost of any of the applicable Project activities from the M.B.E./W.B.E. Budget (attached hereto as (Sub)Exhibit H-2), Developer must provide D.P.D. with a written list of those activities (and the estimated cost of each activity) it seeks to exclude. The City, in its sole discretion, shall then determine if these items are to be excluded from the M.B.E./W.B.E. Budget. After the execution of this Agreement, the Developer may not request a waiver for any Project activity and/or its associated cost.

(i) The M.B.E./W.B.E. requirements will only be applicable to the costs of Tenant Build-Out work, if the work is undertaken by the Developer and the L.O.C. will be subject to recapture in the event of any default related to the M.B.E./W.B.E. requirements.

Section 11.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Project will be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all exhibits attached hereto, the Scope Drawings, the Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, (provided that the foregoing is not caused by any acts or omissions of the City and whether or not it is caused by or within the control of the Developer): (i) the presence of any Hazardous Materials on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Materials from (A) all or

any portion of the Property or (B) any other real property which is contiguous to the Property and in which the Developer, an Affiliate or any person directly or indirectly controlling, controlled by or under common control with the Developer or an Affiliate, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

If Developer has received any notice from any government environmental agency, department or office regarding the potential violation of any Environmental Laws, Developer shall provide a copy of said notice to the City and, prior to the execution of this Agreement, written verification from the appropriate government (whether City, state and/or federal) environmental agency that all identified environmental issues have been resolved to their satisfaction.

[Note: To Be Removed Prior To Execution. Acceptable Changes To This Are Subject To Review By City Risk Management Department And Developer -- This Will Happen After City Council Approval And Before Closing]

Section 12.

Insurance.

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior To Execution And Delivery Of This Agreement And Throughout The Term Of The Agreement.

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(b) Construction.

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy has limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance.

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, Contractor's Pollution Liability shall be provided with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(c) Term Of The Agreement.

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, noncontributory basis.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, noncontributory basis.

(d) Other Requirements.

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

Section 13.

Indemnification.

13.01 General Indemnity.

Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee",

and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto; provided, however, that Developer shall have no obligation to an Indemnatee arising from the wanton or willful misconduct of that Indemnatee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the

Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) business days notice, any authorized representative of the City shall have access to all portions of the Project and the Property (excluding confidential product information, trade secrets, proprietary product information and the like) during normal business hours for the Term of the Agreement for the purpose of confirming compliance with this Agreement.

Section 15.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one (1) or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement with the City that is not cured during any applicable cure period hereunder;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may reasonably be expected to have a material adverse effect on the Developer's ability to perform under this Agreement;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in

connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer in an amount in excess of Five Hundred Thousand Dollars (\$500,000) which may reasonably be expected to have a material adverse effect on the Developer's ability to perform under this Agreement which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under any Lender Financing Developer obtains, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within ninety (90) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one (1) owning in excess of [ten percent (10%)] of the Developer's issued and outstanding shares of stock.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, may suspend disbursement of City Funds, place a lien on the Property in the amount of City Funds paid, seek reimbursement of any City Funds paid and draw on the L.O.C. as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. In addition to other instances set forth in this Agreement, the City may draw on the L.O.C. if Developer fails to maintain the Jobs Covenant as set forth in Section 8.06, and the Operating Covenant as set forth in Section 8.06. During the curative period provided pursuant to Section 15.03 hereof, Developer may (if Developer is unable to cure the applicable Event of Default) provide the City with cash in the amount of any pending draw on the L.O.C. by the City.

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and there after diligently and continuously prosecutes the cure of such default until the same has been cured; provided further, that the only cure periods applicable to the Developer's failure to comply with the job creation/operation requirements of Section 8.06 hereof are those set forth in that section.

Section 16.

Mortgaging Of The Project.

Developer hereby represents and warrants that there are no mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof. Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage". It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement; but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party

shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D.

Section 17.

Notice.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier (with all charges pre-paid), or (d) registered or certified mail, return receipt requested (with all charges pre-paid).

If To The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Department of Law
Finance and Economic Development
Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)

If To The Developer:

CNA Financial Corporation
CNA Center -- 40th Floor
333 South Wabash Avenue
Chicago, Illinois 60604
Attention: Thomas Pontarelli
Fax: (Omitted for printing purposes)

with copies to:

CNA Financial Corporation
CNA Center -- 43rd Floor
333 South Wabash Avenue
Chicago, Illinois 60604
Attention: Jacquelyne M. Belcastro
Fax: (Omitted for printing purposes)

and a copy to:

DLA Piper Rudnick Gray Cary US LLP
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601
Attention: David L. Reifman and Danielle
Meltzer Cassel
Fax: (Omitting for printing purposes)

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon the business day when printed confirmation of successful dispatch is received. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) shall be deemed received two (2) business days following deposit in the mail.

Section 18.

Miscellaneous.

18.01 Amendment.

This Agreement and the exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement (Sub)(Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any

developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than [ninety (90)] days.

18.02 Entire Agreement.

This Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement. No member, shareholder, official, officer, director or employee of the Developer shall be personally liable to the City or any successor in interest in the event of any default or breach by the Developer or for any amount which may become due to the City from the Developer or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing, signed by the waiving party. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to

demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative.

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

18.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability.

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

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the

provisions of the T.I.F. Ordinances and/or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval.

Wherever this Agreement provides for the approval or consent of the City, D.P.D. or the Commissioner, or any matter is to be to the City's, D.P.D.'s or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, D.P.D. or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment.

The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City unless such sale, assignment or transfer (a) occurs after the issuance of the Certificate; (b) occurs at least thirty (30) days after the City receives written notification thereof and this Agreement is amended as needed to make required informational changes including, without limitation, updates of notice provisions; (c) does not violate any other provision of this Agreement including, without limitation, Section 8.01 (j); and (d)(i) is to any of its Affiliates; (ii) is to any entity into which the Developer is merged or consolidated or which consolidates into the Developer; or (iii) is to any entity that acquires all or substantially all of the assets and liabilities (including this Agreement) of the Developer. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.24 (Survival of

Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure.

Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, acts of terrorism, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this Section 18.17 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section 18.17 with respect to any such delay may rely on this Section 18.17 only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the

Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs And Expenses.

In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships.

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

warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Joinder of T.C.C. and C.C.C., In Witness Whereof each of the respective entities set forth below has caused this Joinder to this Agreement to be signed on behalf of itself, and each hereby joins for the purpose of making those representations, warranties, covenants and promises of performance made by Developer under this Agreement which are reasonably applicable to each said entity. Each of the respective entities set forth below also acknowledges (i) that it is an Affiliate of Developer and (ii) that it is and shall be bound to acknowledge and accede to any directives properly given by Developer as may be required to satisfy any and all aforementioned applicable obligations, representations, warranties, covenants and promises of performance hereunder.

The Continental Corporation, a New York corporation

By: _____

Its: _____

Continental Casualty Company, an Illinois insurance company

By: _____

Its: _____

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

CNA Financial Corporation, a Delaware corporation

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Continental Assurance Company, an Illinois insurance company (the "Developer" or "C.A.C."), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, _____.

Notary Public

My commission expires: _____

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument,

appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, _____.

Notary Public

My commission expires: _____

[(Sub)Exhibits "A", "D", "E", "I", "M" and "P" referred to in this
Redevelopment Agreement with CNA Financial Corporation
unavailable at time of printing.]

[(Sub)Exhibits "F" and "K" not referred to in this Redevelopment
Agreement with CNA Financial Corporation.]

(Sub)Exhibits "B", "C", "G", "H-1", "H-2", "J", "L" and "N" referred, and
(Sub)Exhibit "O" not referred but attached to this Redevelopment Agreement with
CNA Financial Corporation read as follows:

(Sub)Exhibit "B".
(To Redevelopment Agreement with
CNA Financial Corporation)

Property.

Legal Description Of Land Underlying CNA Center
(333 South Wabash Avenue).

Parcel 1.

Lot 6 in Block 8 in Fractional Section 15 Addition to Chicago, Section 15,

Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

All that part of original Lots 7 and 10 in Block 8 in fractional Section 15 Addition to Chicago in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows, to wit:

beginning on the south line of Lot 10, 110 feet east from the southwest corner of said Lot 10, running thence north 106 feet; thence east 61.75 feet to the west line of an 18 foot alley; thence south along the west line of said alley 106 feet to the south line of said Lot 10; thence west along the south line of said Lot 10, 61.75 feet to the point of beginning, in Cook County, Illinois.

Parcel 3.

Leasehold estate created by a certain indenture of lease made by Town Parking Stations, Inc., a corporation of Illinois to C.N.A. Financial Corporation, a corporation of Delaware, dated February 6, 1968 and recorded March 22, 1968 as Document 20438567 and by first supplemental to lease dated June 11, 1970 and recorded July 8, 1970 as Document 21203929 demising and leasing for a term of years beginning April 1, 1968 and ending March 31, 2067 the following described premises, to wit:

Parcel A:

That part of Lot 7 in Block 8 in fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the northwest corner of said lot; thence south along the west line of said lot, being the east line of Wabash Avenue, 51 feet to the center of a brick wall; thence easterly along the centerline of said wall and the extension of said line, 110 feet; thence north 5 inches; thence east 62 feet, more or less, to the east line of said Lot 7; thence north along said east line, being the west line of an 18 foot alley, 51 feet, more or less, to the north line of said Lot 7; thence west along the said north line to the point of beginning, said premises being otherwise described as Sublot 1 in Averill and Giles Subdivision of Lots 7 and 10 in Block 8 aforesaid;

Parcel B:

Sublots 2 and 3 in the subdivision of Lots 7 and 10 in Block 8 in fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Parcel C:

The west half of vacated alley commonly known as Ziegfeld Court, lying east of and adjoining Parcel 5 herein.

Parcel 4.

That part of Lot 7 in Block 8 in fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian, falling south of a line described as follows:

beginning at a point 51 feet south of the northwest corner of said lot (as measured along the west line of said lot) being the east line of Wabash Avenue, said point being the center of a brick wall; thence easterly along the centerline of said wall and the extension of said line 110 feet; thence north 5 inches; thence east 62 feet, more or less, to the east line of said Lot 7, said line crossing the west line of an 18 foot alley at a point 51 feet, more or less, south of the north line of said Lot 7 and falling north of a line described as follows:

beginning at a point 106 feet north of the south line of Lot 10 in Block 8 in the aforesaid fractional Section 15 Addition to Chicago and 110 feet east of the west line of said Lot 7; thence east 70.75 feet, more or less, to the east line of Lot 7, said line crossing the west line of an 18 foot alley at a point 106 feet north of the south line of Lot 10 aforesaid and falling east of the west 110 feet of said Lot 7 in Cook County, Illinois.

Parcel 5.

The east half of vacated alley commonly known as Ziegfeld Court lying west of adjoining Parcel 2 aforesaid in Cook County, Illinois.

(Sub)Exhibit "C".
(To Redevelopment Agreement With
CNA Financial Corporation)

T.I.F.-Funded Improvements.

Costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings	\$24,204,899
Costs of studies, surveys, or development of plans	805,000
TOTAL:	\$25,009,899**

(Sub)Exhibit "G".
(To Redevelopment Agreement With
CNA Financial Corporation)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval].

** Notwithstanding the total amount of T.I.F.-Funded Improvements, the assistance to be provided by the City is limited to Thirteen Million Six Hundred Eighty Thousand Dollars (\$13,680,000) as set forth in Section 4.03(b) of the Redevelopment.

(Sub)Exhibit "H-1".
(To Redevelopment Agreement With
CNA Financial Corporation)

Project Budget.

Sources

CNA Internal Funds	\$64,897,940
--------------------	--------------

Uses/Line Items

Building Conversion

Construction/Restack Costs	\$21,047,246
----------------------------	--------------

Building Capital Expenses	3,157,653
---------------------------	-----------

Soft Cost/Fees	<u>3,074,921</u>
----------------	------------------

Total Building Conversion	\$27,279,820
---------------------------	--------------

Green Roof Installation	360,000
-------------------------	---------

Tenant Improvements and Lease Commissions	<u>\$37,258,120</u>
--	---------------------

Total Uses:	\$64,897,940
-------------	--------------

(Sub)Exhibit "H-2".
(To Redevelopment Agreement With
CNA Financial Corporation)

M.B.E./W.B.E. Project Budget.

Building Conversion

Construction/Restack Costs	\$21,047,246
----------------------------	--------------

Building Capital Expenses	3,157,653
---------------------------	-----------

Soft Cost/Fees	\$ <u>1,026,905</u>
Total Building Conversion	\$25,231,804
Green Roof Installation	\$ 360,000
Tenant Improvements and Lease Commissions*	<u>\$37,258,120*</u>
	\$62,829,924

M.B.E./W.B.E. Project Budget = \$25,231,804

M.B.E. Total: \$25,231,804 x 24% = \$ 6,055,633

W.B.E. Total: \$25,231,804 x 4% = \$ 1,009,272

(Sub)Exhibit "J".
(To Redevelopment Agreement With
CNA Financial Corporation)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____ (the

* For the M.B.E./W.B.E. Project Budget calculation these costs were not included. However, if the Developer undertakes the work associated with the Tenant Improvement costs, then all of the M.B.E./W.B.E. requirements will apply and the M.B.E./W.B.E. Project Budget will be increased by the amount of this line item.

“Developer”), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the “Project”). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the “Documents”:

(a) _____ Redevelopment Agreement (the “Agreement”) of even date herewith, executed by the Developer and the City of Chicago (the “City”);

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer’s (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for

those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois. [Note: include a reference to the laws of the state of incorporation/organization of the Developer, if other than Illinois.]

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Redevelopment Agreement With
CNA Financial Corporation)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____ of _____, a
_____ (the "Developer"), hereby certifies that with respect to that
certain _____ Redevelopment Agreement between the Developer and
the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ _____, have
been made.

B. This paragraph B sets forth and is a true and complete statement of all costs
of T.I.F.-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Developer requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No event of default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, _____.

My commission expires: _____

Agreed And Accepted:

Name: _____

Title: _____

City of Chicago, Department of Planning
and Development

(Sub)Exhibit "N".
(To Redevelopment Agreement With
CNA Financial Corporation)

Public Benefits Program.

The CNA Foundation has independently approved the public benefits program as described in this (Sub)Exhibit N and has authorized its Executive Director to remit the contributions described herein, namely contributions in an amount equal to One Million Dollars (\$1,000,000) in the aggregate, with said contributions to occur at any time prior to December 31, 2005, and with said contributions made to the following:

Academy for Urban Leadership

After-School Matters/Gallery 37

CARA

Chicago 2005 United States Conference of Mayors Host Committee

Chicago Fire Department High Rise Safety Conference

Chicago Housing Authority Resident Scholarships and Job Training Program

Chicago Park District Lagoon Clean-Up Environmental Education Program

Chicago Police Memorial Fund

Chicago Public Library Foundation

Lakefront Supportive Housing

U.I.C. Library Foundation

U.S.O. of Illinois

(Sub)Exhibit "O".

(To Redevelopment Agreement With
CNA Financial Corporation)

Form Of Subordination Agreement.

This Subordination Agreement ("Agreement") is made and entered into as of the _____ day of _____, ____ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

Witnesseth:

Whereas, [Describe Project -- use language from recitals of Redevelopment Agreement -- see example below] the _____ an Illinois limited liability company (the "Developer"), owns certain property located within the Central Loop Redevelopment Project Area at 333 South Wabash Avenue, Chicago, Illinois 60604 and legally described on (Sub)Exhibit A hereto (the "Property"), in order to redevelop the building (the "Building") located on the Property through the following activities: the Building is currently occupied solely by Developer, however due to a corporate restructuring the Developer currently only requires eight hundred sixty-three thousand (863,000) square feet of rentable space leaving approximately two hundred eighty-one thousand (281,000) square feet of rentable space which may be occupied by other parties. The Developer shall make the following modifications to the Building so that it can accommodate additional tenants, as well as Developer's consolidated operations: (i) significant adaptation of the Building's lobby, entrances, security, telecommunications, elevators and utility systems; and (ii) reconfiguration of certain interior, finishes and furnishings throughout much of the Building and creation of standard amenities for a multi-tenant building (e.g. additional conference room space) (as completed by Developer, the "Building Conversion"). The Building Conversion shall be the work reasonably required to

insure that the Building may be used by multiple tenants. As tenants other than Developer commit to occupy the Building subsequent to the Building Conversion, Developer or any respective tenant, shall engage in any work required to conform any space to the needs of the particular tenant (the "Tenant Build-Out"). The work at the Building (including the Building Conversion and all Tenant Build-Out) and related improvements, which include (i) the installation of signs (which must comply with the State Street Ordinance) and (ii) completion of landscaping and streetscape requirements along Van Buren Street (the redevelopment of the Building and the Property as described above and the related Public Improvements are collectively referred to herein as the "Project"); and

Whereas, [describe financing and security documents -- leave blanks as necessary if you do not have financing documents -- see example below] (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, The Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections [8.02, 8.06 and 8.19] of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances;

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third-party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the Agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City

City of Chicago Department of Planning
and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with a copy to:

City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Lender:

Attention: _____

with a copy to:

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking association]

By: _____

Its: _____

City of Chicago

By: _____

Its: _____ Commissioner,
Department of Planning and
Development

the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

Notary Public

My commission expires: _____.

[Seal]

[(Sub)Exhibit "A" referred to in this Form of Subordination Agreement unavailable at time of printing.]

**AUTHORIZATION FOR EXECUTION OF FIRST AMENDED AND
RESTATED INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO BOARD OF EDUCATION CONCERNING
REHABILITATION AND EXPANSION OF
THE WILLIAM JONES ACADEMIC
HIGH SCHOOL.**

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing amending an intergovernmental agreement with the Chicago Board of

Education regarding the rehabilitation and expansion of The William Jones Academic High School, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on October 31, 2001 (the "Jones Ordinance"), the City has previously entered into that certain Intergovernmental Agreement with the Board dated as of January 15, 2002 regarding The William Jones Academic High School (the "Original Agreement"); and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, The Commission owns in trust for and leases to the Board certain real property, which real property is generally located at 600 -- 640 South State Street and 601 -- 619 South Plymouth Court, Chicago, Illinois (the "Existing Property"); and

WHEREAS, The Board is expanding a high school on the Existing Property and on adjacent or contiguous real property acquired or to be acquired by the City to be owned in trust for the Board, which real property is generally located at 642 -- 738 South State Street, Chicago, Illinois (the "New Property") (the Existing Property and the New Property shall be referred to herein as the "Property"); and

WHEREAS, The expansion of the high school requires the Board both to construct buildings and related improvements, including a campus park, to house and serve the high school (the "New Facility") on the Property and to rehabilitate the buildings and related improvements housing and serving the high school known as The William Jones Academic High School (the "Existing Facility") on the Property (the Existing Facility and the New Facility shall be referred to herein as the "Facility") (all such activities referred to herein shall be known as the "Project"); and

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

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on November 28, 1990: "An Ordinance of the City of Chicago, Illinois, Approving and Adopting a Tax Increment Redevelopment Plan and Redevelopment Project for the Central Station Area Redevelopment Tax Increment Financing Project"; "An Ordinance of the City of Chicago, Illinois Designating the Central Station Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Central Station Area Redevelopment Project" (the aforesaid ordinances are collectively referred to herein as the "Central Station T.I.F. Ordinances", the Redevelopment Plan approved by the Central Station T.I.F. Ordinances is referred to herein as the "Central Station Redevelopment Plan" and the redevelopment project area created by the Central Station T.I.F. Ordinances, as amended, is referred to herein as the "Central Station Redevelopment Area"); and

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on August 3, 1994: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Near South Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Near South Redevelopment Project Area" (the aforesaid ordinances are collectively referred to herein as the "Near South T.I.F. Ordinances", the Redevelopment Plan approved by the Near South T.I.F. Ordinances is referred to herein as the "Near South Redevelopment Plan" and the redevelopment project area created by the Near South T.I.F. Ordinances, as amended, is referred to herein as the "Near South Redevelopment Area"); and

WHEREAS, The Near South T.I.F. Ordinances expanded the Central Station Redevelopment Area into and renamed the Central Station Redevelopment Area as the Near South Redevelopment Area (therefore, the Near South T.I.F. Ordinances include the Central Station T.I.F. Ordinances, the Near South Redevelopment Plan includes the Central Station Redevelopment Plan, and the Near South Redevelopment Area includes the Central Station Redevelopment Area); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 18, 1998 (the "1999 Near South T.I.F. Bond Ordinance"), the City issued certain Tax Increment Allocation Bonds (Near South Redevelopment Project) Forty-two Million Five Hundred Thousand Dollars (\$42,500,000) Series 1999A Bonds and Seven Million Five Hundred Thousand Dollars (\$7,500,000) Series 1999B Bonds (Taxable) (collectively, the "1999 Bonds") as a means of financing certain Near South Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The 1999 Bonds are secured by that certain Trust Indenture, dated as of February 1, 1999, as amended by Amendment Number 1 to Trust Indenture, dated as of February 1, 2001, both from the City to Cole Taylor Bank, as Trustee (together, the "Senior Lien Indenture"); and

WHEREAS, Pursuant to an ordinance also adopted by the City Council on March 28, 2001 (the "2001 Near South T.I.F. Bond Ordinance"), the City issued certain Junior Lien Tax Increment Allocation Bonds (Near South Redevelopment Project), Thirty-nine Million Eleven Thousand Seven Hundred Sixty-one and 50/100 Dollars (\$39,011,761.50) Series 2001A Bonds and Seven Million Two Hundred Thirty Thousand Dollars (\$7,230,000) Series 2001B Bonds (Taxable) (collectively, the "2001 Bonds") as a means of financing certain Near South Redevelopment Area (and public property adjacent thereto) redevelopment project costs (as defined in the Act) incurred pursuant to the Plan (the 1999 Near South T.I.F. Bond Ordinance and the 2001 Near South T.I.F. Bond Ordinance shall herein be collectively known as the "Near South T.I.F. Bond Ordinance", and the 1999 Bonds and the 2001 Bonds shall herein be collectively known as the "Near South T.I.F. Bonds"); and

WHEREAS, The 2001 Bonds are secured by that certain Junior Lien Trust Indenture, dated as of July 1, 2001, as supplemented by First Supplemental Indenture, dated as of July 1, 2001, both from the City to Cole Taylor Bank, as Trustee (together, the "Junior Lien Indenture") (the Senior Lien Indenture and the Junior Lien Indenture shall be known collectively as the "Indenture"); and

WHEREAS, The City obtained a commitment for bond insurance and a bond insurance policy (together, the "Insurance Policy") from ACA Financial Guaranty Corporation relating to the 2001 Bonds; and

WHEREAS, All of the Property either lies wholly within or is contiguous to the boundaries of the Near South Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Near South Redevelopment Area shall be known as the "Near South Increment"); and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use the Near South Increment for redevelopment project costs as defined by 65 ILCS 5/11-74.4-3(q), including land assembly costs and relocation costs, to the extent that the redevelopment project costs involve public property that is either contiguous to, or separated only by a public right of way from, the Area, whether or not the redevelopment projects costs or the source of payment for the costs are specifically set forth in the Near South Redevelopment Plan; and

WHEREAS, The Near South Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Near South Redevelopment Area; and

WHEREAS, The City desired to use a portion of both the proceeds of the Near South T.I.F. Bonds and the Near South Increment for the Project on the Property, all of which either lies wholly within or is contiguous to the boundaries of the Near South Redevelopment Area; and

WHEREAS, Pursuant to the Original Agreement, the City agreed to use a portion of the proceeds of the Near South T.I.F. Bonds in an amount not to exceed Twenty-five Million and no/ 100 Dollars (\$25,000,000.00) (the "City Bond Funds"), to pay for or reimburse the Board for the costs of rehabilitating the Existing Facility on the

Existing Property to the extent that such costs constitute T.I.F.-Funded Improvements (as defined in Article Three, Section 3 of the Original Agreement), pursuant to the terms and conditions of the Original Agreement; and

WHEREAS, As contemplated in the Original Agreement, the Board intended to issue certain alternate revenue bonds pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. in a maximum principal amount to generate Twenty-seven Million Dollars (\$27,000,000) in proceeds (the "Board Bonds"), as a means of financing the costs of the T.I.F.-Funded Improvements; and

WHEREAS, Pursuant to the Original Agreement, the City agreed to use a portion of the Near South Increment (the "City Increment Funds") to make payments of principal and interest on a tax increment allocation revenue note, in a principal amount not to exceed Twenty-seven Million and no/100 Dollars (\$27,000,000.00) (the "City Note"), which was to be issued to the Board under the Original Agreement, to pay for or reimburse the Board for the costs of acquiring the New Property and/or constructing the New Facility on the New Property to the extent that such costs constitute T.I.F.-Funded Improvements (as defined in Article Three, Section 3 of the Original Agreement) (the City Bond Funds and the City Increment Funds, as adjusted pursuant to this ordinance and the Amended Agreement (as such term is defined in Section 3 of this ordinance) approved hereby, shall be collectively known as the "City Funds"); and

WHEREAS, In accordance with the Act, the T.I.F.-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City pursuant to the Original Agreement, are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Near South Redevelopment Plan, and pursuant to the Jones Ordinance, the City has found that the T.I.F.-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act; and

WHEREAS, As of the date of the Original Agreement, the estimate of the cost of the Project was Fifty-four Million Dollars (\$54,000,000); and

WHEREAS, The current estimate of the cost of the Project is in excess of Sixty-seven Million Dollars (\$67,000,000); and

WHEREAS, The City has heretofore disbursed Nineteen Million One Hundred Thousand Dollars (\$19,100,000) of the Twenty-five Million Dollars (\$25,000,000) in City Bond Funds pursuant to the Original Agreement to pay for or reimburse the Board for the costs of rehabilitating the Existing Facility on the Existing Property; and

WHEREAS, The City on the Board's behalf shall acquire the New Property; and

WHEREAS, The Board no longer intends to issue the Board Bonds; and

WHEREAS, The City has not yet issued and does not intend to issue the City Note; and

WHEREAS, The City and the Board now desire to amend the Original Agreement, pursuant to Article Nine thereof, among other things, to: (i) increase the estimated cost of the Project from Fifty-four Million Dollars (\$54,000,000) to in excess of Sixty-seven Million Dollars (\$67,000,000); (ii) increase the amount of the T.I.F.-Funded Improvements (as defined in Article Three, Section 3 of both the Original Agreement and the Amended Agreement (as such term is defined in Section 3 of this ordinance) approved hereby) to be paid for out of City Funds by not to exceed Fifteen Million Dollars (\$15,000,000) from Fifty-two Million Dollars (\$52,000,000) to not to exceed Sixty-seven Million Dollars (\$67,000,000); (iii) increase the amount of the City Increment Funds by not to exceed Fifteen Million Dollars (\$15,000,000) from Twenty-seven Million Dollars (\$27,000,000) to not to exceed Forty-two Million Dollars (\$42,000,000); (iv) allow the City Bond Funds to pay for or reimburse the Board for the costs of acquiring the New Property and/or constructing the New Facility on the New Property to the extent that such costs constitute T.I.F.-Funded Improvements (as defined in Article Three, Section 3 of both the Original Agreement and the Amended Agreement (as such term is defined in Section 3 of this ordinance) approved hereby); and adjust the schedule for the disbursement of City Funds; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. The City hereby finds that the T.I.F.-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller, the Commissioner of the Department of Planning and Development or her designee is authorized to execute a first amended and restated intergovernmental agreement (the "Amended Agreement") and such other documents as are necessary, between the City of Chicago and the Board of Education of the City of Chicago in substantially the form attached as Exhibit A. The Amended Agreement shall contain such other terms as are necessary or appropriate.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions

of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

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

Exhibit "A".

First Amended And Restated

Intergovernmental Agreement

Between The City Of Chicago,

By And Through Its Department Of Planning And Development,

And The Board Of Education Of The City Of Chicago

Regarding The William Jones Academic High School.

This First Amended and Restated Intergovernmental Agreement (this "Amended Agreement") is made and entered into as of the ____ day of _____, 2006 (the "Amendment Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

Recitals.

Whereas, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on October 31, 2001 (the "Jones Ordinance"), the City has previously entered into that certain Intergovernmental Agreement with the Board dated as of

January 15, 2002 regarding The William Jones Academic High School (the "Original Agreement"); and

Whereas, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

Whereas, The Commission owns in trust for and leases to the Board certain real property, which real property is generally located at 600 -- 640 South State Street and 601 -- 619 South Plymouth Court, Chicago, Illinois (the "Existing Property"); and

Whereas, The Board is expanding a high school on the Existing Property and on adjacent or contiguous real property acquired or to be acquired by the City to be owned in trust for the Board, which real property is generally located at 642 -- 738 South State Street, Chicago, Illinois (the "New Property") (the Existing Property and the New Property shall be referred to herein as the "Property"); and

Whereas, The expansion of the high school requires the Board both to construct buildings and related improvements, including a campus park, to house and serve the high school (the "New Facility") on the Property and to rehabilitate the buildings and related improvements housing and serving the high school known as The William Jones Academic High School (the "Existing Facility") on the Property (the Existing Facility and the New Facility shall be referred to herein as the "Facility") (all such activities referred to herein shall be known as the "Project"); and

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

Whereas, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on November 28, 1990: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Plan and Redevelopment Project for the Central Station Area Redevelopment Tax Increment Financing Project"; "An Ordinance of the City of Chicago, Illinois Designating the Central Station Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Central Station Area Redevelopment Project" (the aforesaid ordinances are collectively referred to herein as the "Central Station T.I.F. Ordinances", the Redevelopment Plan approved by the Central Station T.I.F. Ordinances is referred to herein as the "Central Station Redevelopment Plan" and the redevelopment project area created by the Central Station T.I.F. Ordinances, as amended, is referred to herein as the "Central Station Redevelopment Area"); and

Whereas, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on August 3, 1994: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Near South Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Near South Redevelopment Project Area" (the aforesaid ordinances are collectively referred to herein as the "Near South T.I.F. Ordinances", the Redevelopment Plan approved by the Near South T.I.F. Ordinances is referred to herein as the "Near South Redevelopment Plan" and the redevelopment project area created by the Near South T.I.F. Ordinances, as amended, is referred to herein as the "Near South Redevelopment Area"); and

Whereas, The Near South T.I.F. Ordinances expanded the Central Station Redevelopment Area into and renamed the Central Station Redevelopment Area as the Near South Redevelopment Area (therefore, the Near South T.I.F. Ordinances include the Central Station T.I.F. Ordinances, the Near South Redevelopment Plan includes the Central Station Redevelopment Plan, and the Near South Redevelopment Area includes the Central Station Redevelopment Area); and

Whereas, Pursuant to an ordinance adopted by the City Council on November 18, 1998 (the "1999 Near South T.I.F. Bond Ordinance"), the City issued certain Tax Increment Allocation Bonds (Near South Redevelopment Project) Forty-two Million Five Hundred Thousand Dollar (\$42,500,000) Series 1999A Bonds and Seven Million Five Hundred Thousand Dollar (\$7,500,000) Series 1999B Bonds (Taxable) (collectively, the "1999 Bonds") as a means of financing certain Near South Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

Whereas, The 1999 Bonds are secured by that certain Trust Indenture, dated as of February 1, 1999, as amended by Amendment Number 1 to Trust Indenture, dated as of February 1, 2001, both from the City to Cole Taylor Bank, as Trustee (together, the "Senior Lien Indenture"); and

Whereas, Pursuant to an ordinance also adopted by the City Council on March 28, 2001 (the "2001 Near South T.I.F. Bond Ordinance"), the City issued certain Junior Lien Tax Increment Allocation Bonds (Near South Redevelopment Project), Thirty-nine Million Eleven Thousand Seven Hundred Sixty-one and 50/100 Dollar (\$39,011,761.50) Series 2001A Bonds and Seven Million Two Hundred Thirty Thousand Dollar (\$7,230,000) Series 2001B Bonds (Taxable) (collectively, the "2001 Bonds") as a means of financing certain Near South Redevelopment Area (and public property adjacent thereto) redevelopment project costs (as defined in the Act) incurred pursuant to the Plan (the 1999 Near South T.I.F. Bond Ordinance and the 2001 Near South T.I.F. Bond Ordinance shall herein be collectively known as the "Near South T.I.F. Bond Ordinance", and the 1999 Bonds and the 2001 Bonds shall herein be collectively known as the "Near South T.I.F. Bonds"); and

Whereas, The 2001 Bonds are secured by that certain Junior Lien Trust Indenture, dated as of July 1, 2001, as supplemented by First Supplemental Indenture, dated as of July 1, 2001, both from the City to Cole Taylor Bank, as Trustee (together, the "Junior Lien Indenture") (the Senior Lien Indenture and the Junior Lien Indenture shall be known collectively as the "Indenture"); and

Whereas, The City obtained a commitment for bond insurance and a bond insurance policy (together, the "Insurance Policy") from ACA Financial Guaranty Corporation relating to the 2001 Bonds; and

Whereas, All of the Property either lies wholly within or is contiguous to the boundaries of the Near South Redevelopment Area; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Near South Redevelopment Area shall be known as the "Near South Increment"); and

Whereas, The Board is a taxing district under the Act; and

Whereas, Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use the Near South Increment for redevelopment project costs as defined by 65 ILCS 5/11-74.4-3(q), including land assembly costs and relocation costs, to the extent that the redevelopment project costs involve public property that is either contiguous to, or separated only by a public right-of-way from, the Area, whether or not the redevelopment projects costs or the source of payment for the costs are specifically set forth in the Near South Redevelopment Plan; and

Whereas, The Near South Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Near South Redevelopment Area; and

Whereas, The City desired to use a portion of both the proceeds of the Near South T.I.F. Bonds and the Near South Increment for the Project on the Property, all of which either lies wholly within or is contiguous to the boundaries of the Near South Redevelopment Area; and

Whereas, Pursuant to the Original Agreement, the City agreed to use a portion of the proceeds of the Near South T.I.F. Bonds in an amount not to exceed Twenty-five Million and no/100 Dollars (\$25,000,000.00) (the "City Bond Funds"), to pay for or reimburse the Board for the costs of rehabilitating the Existing Facility on the Existing Property to the extent that such costs constitute T.I.F.-Funded

Improvements (as defined in Article Three, Section 3 of the Original Agreement), pursuant to the terms and conditions of the Original Agreement; and

Whereas, As contemplated in the Original Agreement, the Board intended to issue certain alternate revenue bonds pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. in a maximum principal amount to generate Twenty-seven Million Dollars (\$27,000,000) in proceeds (the "Board Bonds"), as a means of financing the costs of the T.I.F.-Funded Improvements; and

Whereas, Pursuant to the Original Agreement, the City agreed to use a portion of the Near South Increment (the "City Increment Funds") to make payments of principal and interest on a tax increment allocation revenue note, in a principal amount not to exceed Twenty-seven Million and no/100 Dollars (\$27,000,000.00) (the "City Note"), which was to be issued to the Board under the Original Agreement, to pay for or reimburse the Board for the costs of acquiring the New Property and/or constructing the New Facility on the New Property to the extent that such costs constitute T.I.F.-Funded Improvements (as defined in Article Three, Section 3 of the Original Agreement) (the City Bond Funds and the City Increment Funds, as adjusted pursuant to this Amended Agreement, shall be collectively known as the "City Funds"); and

Whereas, In accordance with the Act, the T.I.F.-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City pursuant to the Original Agreement, are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Near South Redevelopment Plan, and, pursuant to the Jones Ordinance, the City has found that the T.I.F.-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

Whereas, As of the date of the Original Agreement, the estimate of the cost of the Project was Fifty-four Million Dollars (\$54,000,000); and

Whereas, The current estimate of the cost of the Project is in excess of Sixty-seven Million Dollars (\$67,000,000); and

Whereas, The City has heretofore disbursed Nineteen Million One Hundred Thousand Dollars (\$19,100,000) of the Twenty-five Million Dollars (\$25,000,000) in City Bond Funds pursuant to the Original Agreement to pay for or reimburse the Board for the costs of rehabilitating the Existing Facility on the Existing Property; and

Whereas, The City on the Board's behalf shall acquire the New Property; and

Whereas, The Board no longer intends to issue the Board Bonds; and

Whereas, The City has not yet issued and does not intend to issue the City Note; and

Whereas, The City and the Board now desire to amend the Original Agreement, pursuant to Article Nine thereof, among other things, to: (i) increase the estimated cost of the Project from Fifty-four Million Dollars (\$54,000,000) to in excess of Sixty-seven Million Dollars (\$67,000,000); (ii) increase the amount of the T.I.F.-Improvements (as defined in Article Three, Section 3 of both the Original Agreement and this Amended Agreement) to be paid for out of City Funds by not to exceed Fifteen Million Dollars (\$15,000,000) from Fifty-two Million Dollars (\$52,000,000) to not to exceed Sixty-seven Million Dollars (\$67,000,000); (iii) increase the amount of the City Increment Funds by not to exceed Fifteen Million Dollars (\$15,000,000) from Twenty-seven Million Dollars (\$27,000,000) to not to exceed Forty-two Million Dollars (\$42,000,000); (iv) allow the City Bond Funds to pay for or reimburse the Board for the costs of acquiring the New Property and/or constructing the New Facility on the New Property to the extent that such costs constitute T.I.F.-Funded Improvements (as defined in Article Three, Section 3 of both the Original Agreement and this Amended Agreement); and (v) adjust the schedule for the disbursement of City Funds; and

Whereas, The City and the Board now desire to enter into this Amended Agreement in replacement of the Original 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 hereto agree as follows:

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

The Project.

1. The plans and specifications for the Project shall: (a) at a minimum meet the general requirements for the Facility as set forth in (Sub)Exhibit B hereof, (b) be

provided to the City by the Board, and (c) approved by the City in the City's discretion. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit D attached hereto and incorporated herein. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgements and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees or agents.

Article Three.

Funding.

1. (a) The City and the Board shall enter into a joint order escrow agreement (the "Escrow Agreement") (in substantially the form attached hereto as (Sub)Exhibit I) with Chicago and Trust Company or another party acceptable to the City and the Board) (the "Escrow Agent"). The City shall deposit the City Funds with the Escrow Agent in such amounts (each a "Deposit") and at such times (each a "Deposit Date") as set forth in the schedule attached hereto as (Sub)Exhibit F (the "Deposit Schedule"); provided, however, that the City and the Board may agree in writing to postpone one (1) or more Deposit Dates. The Board shall provide the City with a written request for each Deposit (each a "Deposit Request", in substantially the form attached hereto as (Sub)Exhibit J) at such times (each a "Deposit Request Date") as set forth in (Sub)Exhibit F. Notwithstanding any of the foregoing, as set forth on the Deposit Schedule, the Board acknowledges that the City has heretofore disbursed Nineteen Million One Hundred Thousand Dollars (\$19,100,000) of the Twenty-five Million Dollars (\$25,000,000) in City Bond Funds pursuant to the Original Agreement to pay for or reimburse the Board for the costs of rehabilitating the Existing Facility on the Existing Property. On a monthly basis, the Board shall provide the Department with a Requisition Form, in the form of (Sub)Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit G hereto; (ii) evidence of the expenditures upon T.I.F.-

Funded Improvements which the Board has paid; and (iii) all other documentation described in (Sub)Exhibit E. The City shall review and, in the City's discretion, approve each Requisition Form and forward the same to the Escrow Agent as direction to make the applicable requested and approved disbursement of City Funds. The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

The City hereby acknowledges that the Commission has satisfactory title to the Existing Property. The Board shall satisfy, to the reasonable satisfaction of the Commissioner of the Department (the "Commissioner"), prior to the City's disbursement of any of the City Funds to the Board for costs incurred or to be incurred relative to the New Property or the New Facility, that the City has satisfactory title to the New Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the Commissioner in her reasonable judgment.

(b) Delivery by the Board to the Department of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds disbursed in the previously made Disbursement (if any) represents the actual amount paid to the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the current Requisition Form, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit D of this Amended Agreement.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any approval of a Requisition Form by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however,

that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(c) [Intentionally Omitted]

(d) No payment of City Bond Funds will be made until all scheduled payments on the Near South T.I.F. Bonds have been made, and payments of City Increment Funds will be subject to the availability of such Near South Increment in the General Account (as such term is defined in the Senior Lien Indenture), subject to all applicable restrictions on and obligations of the City contained in: (i) the Indenture and the Insurance Policy, and (ii) all City ordinances relating to the Near South Increment and the Near South T.I.F. Bonds, including but not limited to the Near South T.I.F. Bond Ordinance, and all agreements and other documents entered into by the City pursuant thereto.

(e) (i) The Board's right to receive payments hereunder shall be subordinate to the obligations of the City to be paid from Near South Increment and the commitments by the City to pay Near South Increment pursuant to: (i) that certain Blackstone Hotel Developer L.L.C. and Urban Heritage Chicago Blackstone Hotel L.L.C. Redevelopment Agreement entered into or to be entered into among the City, Blackstone Hotel Developer L.L.C. and Urban Heritage Chicago Blackstone Hotel L.L.C. and that certain Tax Increment Allocation Revenue Note (Blackstone Hotel Redevelopment Project), Taxable Series issued or to be issued by the City pursuant thereto; and (ii) that certain L'Oreal Redevelopment Agreement entered into or to be entered into between the City and L'Oreal USA Products, Inc.

(ii) The City, subject to the terms of this subsection 1 (e)(ii), may, until the earlier to occur of (1) the expiration of the Term of this Amended Agreement or (2) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Funds under this Amended Agreement, exclude up to ninety percent (90%) of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes, of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("E.A.V.") of such affected parcels over and above the E.A.V. of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, the Board shall retain its initial lien status relative to Near South Increment.

In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the E.A.V. thereof for the Base Year.

(f) [Intentionally Omitted]

(g) The availability of City Increment Funds is subject to: (i) the City's annual retention of seven and five-tenths percent (7.5%) of the Near South Increment deposited annually into the General Account (as such term is defined in the Senior Lien Indenture) for the payment of expenses incurred by the City in the administration of the Near South Redevelopment Area; and (ii) the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

(h) The Board shall, at the request of the City, agree to any reasonable amendments to this Amended Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the T.I.F.-Funded Improvements ("Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Board or the Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Other Bonds if issued to pay for all or a portion of the T.I.F.-Funded Improvements, including in excess of the amounts and in advance of the times set forth in the Deposit Schedule attached hereto as (Sub)Exhibit F.

2. The current estimate of the cost of the Project is in excess of Sixty-seven Million Dollars (\$67,000,000). The Board has delivered to the Commissioner and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporate herein as (Sub)Exhibit G. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct and rehabilitate the Facility with the available funds.

3. Attached as (Sub)Exhibit H and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("T.I.F.-Funded Improvements"); and to the extent the T.I.F.-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the T.I.F.-Funded Improvements are costs for capital improvements and the City

acknowledges it has determined that these T.I.F.-Funded Improvements are necessary and directly result from the Near South Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to (Sub)Exhibit H as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Amended Agreement; provided, however, that all T.I.F.-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Near South Redevelopment Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of City Funds, subject to the terms of this Amended Agreement.

4. If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Amended Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Amended Agreement and the amount of the City Funds actually paid by the City to the Board and expended by the Board on the Project.

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. Commencing with the first State fiscal year (July 1 -- June 30) beginning after the execution of this Amended Agreement and for each State fiscal year thereafter until and including State fiscal year 2014, the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1), and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds one hundred thirty percent (130%) of One Hundred Fourteen Million Nine Hundred Fourteen Thousand One Hundred Thirty-one Dollars (\$14,914,131), as adjusted every January 31, beginning January 31, 2005, by the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to fifty percent (50%) of the grant amount that the Board receives that is in excess of one hundred thirty percent (130%) of the Base Amount (the "Excess Amount"). For example, if the Base Amount was One Hundred and no/100 Dollars (\$100.00) and if the Board was awarded a grant of One Hundred Fifty and no/100 Dollars (\$150.00) in a particular State fiscal year, Twenty and no/100 Dollars (\$20.00) of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to Ten and no/100 Dollars (\$10.00), which is fifty percent (50%) of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as

determined by the City, an amount equal to the Excess Amount, or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one (1) or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City. It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

7. During the Term hereof the Board shall not sell, transfer, convey, lease or otherwise dispose of all or any portion of the Property or any interest therein (a "Transfer"), or otherwise effect or consent to a Transfer, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the grant of the City Funds hereunder pursuant to the Act. The Board shall pay any proceeds of any Transfer to the City.

Article Four.

Term.

The Term of the Amended Agreement shall be deemed to have commenced as of the date of the execution of the Original Agreement (that is, January 15, 2002), and governed thereby until the Amendment Date and thereupon governed by the Amended Agreement, and shall expire on the date on which the Near South Redevelopment Area is no longer in effect (through and including December 31, 2014).

Article Five.

Indemnity; Default.

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including,

without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Amended Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Amended Agreement or any related agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Amended Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Amended Agreement, notwithstanding any other provision of this Amended Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Amended Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure

the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Article Six.

Consent.

Whenever the consent or approval of one (1) or both parties to this Amended Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven.

Notice.

Notice to Board shall be addressed to:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

Notice to the City shall be addressed to:

Commissioner
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)

and

Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Fax: (Omitted for printing purposes)

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, telecopy or facsimile (Fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (d) shall be deemed received two (2) days following deposit in the mail.

Article Eight.

Assignment; Binding Effect.

This Amended Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Amended Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Amended Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine.

Modification.

This Amended Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Ten.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Amended Agreement.

Article Eleven.

Governing Law And Severability.

This Amended Agreement shall be governed by the laws of the State of Illinois. If any provision of this Amended Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one (1) or more phrases, sentences, clauses, or sections contained in this Amended Agreement shall not affect the remaining portions of this Amended Agreement or any part hereof.

Article Twelve.

Counterparts.

This Amended Agreement may be executed in counterparts, each of which shall be deemed an original.

Article Thirteen.

Entire Agreement.

This Amended Agreement constitutes the entire agreement between the parties and, as of the date hereof, replaces the Original Agreement in its entirety.

Article Fourteen.

Authority.

Execution of this Amended Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, _____, 2006. Execution of this Amended Agreement by the Board is authorized by Board Resolution [01-0725-RS2]. The parties represent and warrant to each other that they have the authority to enter into this Amended Agreement and perform their obligations hereunder.

Article Fifteen.

Headings.

The headings and titles of this Amended Agreement are for convenience only and shall not influence the construction or interpretation of this Amended Agreement.

Article Sixteen.

Disclaimer Of Relationship.

Nothing contained in this Amended Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

Article Seventeen.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Eighteen.

No Personal Liability.

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Amended Agreement.

Article Nineteen.

Representatives.

Immediately upon execution of this Amended Agreement, the following individuals will represent the parties as a primary contact in all matters under this Amended Agreement.

For The Board:

Board of Education of the City of Chicago
125 South Clark Street
Chicago, Illinois 60603
Attention: Chief Financial Officer
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

For The City:

City of Chicago, Department of Planning
and Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Attention: Deputy Commissioner,
Development Support
Division
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Amended Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois

By: _____
Commissioner,
Department of Planning
and Development

The Board of Education of the City of
Chicago

By: _____
President

Attest By: _____
Secretary

Board Resolution Number:
[01-0725-RS2]

Approved as to Legal Form:

General Counsel

[(Sub)Exhibit "C" not referred to in this First Amended
and Restated Intergovernmental Agreement
with Chicago Board of Education]

(Sub)Exhibits "A-1" and "A-2" not referred but attached, and (Sub)Exhibits
"B", "D", "E", "F", "G", "H", "I" and "J" referred to in this First Amended and
Restated Intergovernmental Agreement with Chicago Board of Education read
as follows:

(Sub)Exhibit "A-1".
(To First Amended And Restated Intergovernmental
Agreement With Chicago Board Of Education)

Jones College Prep Expansion Project
Property Description.

Parcel 1.

Existing Jones Site.

Legal Description:

Lots 1 through 13, both inclusive, and Lots 26 to 32, both inclusive, in Block 136 of the School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County Illinois and the north/south alley lying between Lots 1 through 7 and Lots 26 through 32, vacated by ordinance passed December 18, 1963 and recorded January 21, 1964 as Document Number 19027407 except the south 16 feet of Lot 26, opening an east/west alley by ordinance passed December 18, 1963 and recorded January 21, 1964 as Document Number 19027407.

Common Addresses:

601 -- 619 South Plymouth Court
Chicago, Illinois 60605; and

600 -- 640 South State Street
Chicago, Illinois 60605.

Permanent Index Numbers:

17-16-408-001; and

17-16-408-033.

(Sub)Exhibit "A-2".
(To First Amended And Restated Intergovernmental
Agreement With Chicago Board Of Education)

Jones College Prep Expansion Project
Property Description.

Parcel 2.

Property Acquired For The Expansion Of Jones
College Prep High School.

Legal Description:

Lots 14, 15 and 16 in Block 136 in School Section Addition to Chicago. Lots 1, 6 and 7 in Wallace and Butler's Subdivision of Block 135 in School Section Addition to Chicago and Lots 1 through 10, both inclusive, in the subdivision of Lots 12, 13, 18 and 19 (except alley) in the subdivision of Block 135 in School Section Addition to Chicago, all in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Common Address:

642 -- 738 South State Street
Chicago, Illinois 60605.

Permanent Index Numbers:

17-16-408-023 through -032, inclusive.

(Sub)Exhibit "B".
(To First Amended And Restated Intergovernmental
Agreement With Chicago Board Of Education)

Features Of The Facility.

Address:

606 South State Street.

Project Description:

The City of Chicago Board of Education proposes to complete a multi-phased project to make Jones College Preparatory High School a state-of-the-art, full service high school.

The first phase has been completed which included a full renovation of the existing school facility. The renovation provided a complete technology upgrade throughout the facility as well as classroom amenity upgrades and the development of new science laboratories and administrative offices.

The second phase of this project includes adjacent land acquisition and an addition to the existing high school facility. Upon completion, the addition will provide additional athletic amenities as well as a new library/media center. Amenities for both Fine Arts and Performing Arts curricula will be provided. Further, the existing auditorium stage will be renovated to improve functionality.

Capacity:

Student capacity will be approximately eight hundred (800) students.

(Sub)Exhibit "D".

(To First Amended And Restated Intergovernmental
Agreement With Chicago Board Of Education)

*Laws, Rules And Regulations Applicable To The Board/Board
Policies, Program And Procedures.*

Pursuant to recent developments, the Board is in the process of revising its M.B.E./W.B.E. program and it is anticipated that such revisions will be substantially similar to those recently made by the City to its M.B.E./W.B.E. program. The Board's revised M.B.E./W.B.E. program, as and when adopted by the Board, will be incorporated into contracts for the Project. Once the Board adopts its revised M.B.E./W.B.E. program, the Board will provide the City with a detailed description thereof for attachment to this Amended Agreement as an exhibit.

1. Except as described in the attached certificate, the representations and warranties contained in the Amended Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.
2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.
3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit D of the Amended Agreement.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit G to the Amended Agreement; and (2) evidence of the expenditures upon T.I.F.-Funded Improvements for which the Board hereby seeks reimbursement.

All capitalized terms that are not defined herein have the meanings given such terms in the Agreement.

The Board of Education of the City of Chicago,
a body corporate and politic

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ___ day
of _____, _____.

My commission expires: _____

Agreed and Accepted:

City of Chicago
Department of Planning and Development

Name: _____

Title: _____

(Sub)Exhibit "F".
(To First Amended And Restated Intergovernmental
Agreement With Chicago Board Of Education)

Deposit Schedule.

Deposit	Deposit Request Date	Deposit Date
\$19,100,000	Not applicable	Disbursed previous to Amendment Date
\$12,000,000	Not later than Amendment Date	Not later than Amendment Date
\$ 1,900,000	Not later than Amendment Date	Not later than Amendment Date
\$10,000,000	Not later than February 1, 2007	Not later than April 1, 2007
\$12,000,000	Not later than February 1, 2008	Not later than April 1, 2008
\$10,000,000	Not later than February 1, 2009	Not later than April 1, 2009
\$ 2,000,000	Not later than February 1, 2010	Not later than April 1, 2010
\$67,000,000 Total		

(Sub)Exhibit "G".
 (To First Amended And Restated Intergovernmental
 Agreement With Chicago Board Of Education)

Project Budget Jones Academic High School.

	Renovation Project -- P.B.C.	Addition -- C.P.S./P.B.C. Project	New Addition	Grand Total
Land Acquisition:				
Hard Costs	\$ 0	\$3,001,200	\$13,000,000	\$16,001,200
Relocation Costs	0	0	0	0
Soft Costs	0	0	203,281	203,281
Subtotal:	\$ 0	\$3,001,200	\$13,203,281	\$16,204,481
Site Preparation:				
Testing and Abatement	\$ 0	\$ 0	\$ 465,000	\$ 465,000
Demolition and Remediation	0	0	1,614,000	1,614,000
I.E.P.A. Design and Review	0	0	70,000	70,000
Subtotal:	\$ 0	\$ 0	\$ 2,149,000	\$ 2,149,000
General Construction:				
Pre-Purchase Materials	\$ 0	\$ 0	\$ 138,750	\$ 138,750
Construction	16,248,422	0	20,000,000	36,248,422

	Renovation Project -- P.B.C.	Addition -- C.P.S./P.B.C. Project	New Addition	Grand Total
Contingency	\$ 0	\$ 0	\$ 3,820,000	\$ 3,820,000
Subtotal:	\$16,248,422	\$ 0	\$23,958,750	\$40,207,172
F.F. and E.:				
Administrative Furniture	\$ 168,019	\$ 0	\$ 5,000	\$ 173,019
Hard Costs	469,150	0	550,000	1,019,150
Soft Costs	0	0	15,000	15,000
Subtotal:	\$ 637,169	\$ 0	\$ 570,000	\$ 1,207,169
Professional Fees:				
Design and Management	\$ 3,133,659	\$1,278,263	\$ 2,500,000	\$ 6,911,922
Escrow Account Fees	0	0	30,000	30,000
P.B.C. Administration	232,987	0	0	232,987
Subtotal:	\$ 3,366,646	\$1,278,263	\$ 2,530,000	\$ 7,174,909
Miscellaneous:				
Utility Relocation, Signage, Et Cetera	\$ 0	\$ 0	\$ 236,555	\$ 236,555
Subtotal:	\$ 0	\$ 0	\$ 236,555	\$ 236,555
TOTALS:	\$20,252,237	\$4,279,463	\$42,411,031	\$67,179,286

(Sub)Exhibit "H".
 (To First Amended And Restated Intergovernmental
 Agreement With Chicago Board Of Education)

*Project T.I.F.-Funded Improvements
 Jones Academic High School.*

	Renovation Project -- P.B.C.	Addition -- C.P.S./P.B.C. Project	New Addition	Grand Total
Land Acquisition:				
Hard Costs	\$ 0	\$3,001,200	\$13,000,000	\$16,001,200
Relocation Costs	0	0	0	0
Soft Costs	0	0	203,281	203,281
Subtotal:	\$ 0	\$3,001,200	\$13,203,281	\$16,204,481
Site Preparation:				
Testing and Abatement	\$ 0	\$ 0	\$ 465,000	\$ 465,000
Demolition and Remediation	0	0	1,614,000	1,614,000
I.E.P.A. Design and Review	0	0	70,000	70,000
Subtotal:	\$ 0	\$ 0	\$ 2,149,000	\$ 2,149,000
General Construction:				
Pre-Purchase Materials	\$ 0	\$ 0	\$ 138,750	\$ 138,750

	Renovation Project -- P.B.C.	Addition -- C.P.S./P.B.C. Project	New Addition	Grand Total
Construction	\$16,248,422	\$ 0	\$20,000,000	\$36,248,422
Contingency	0	0	3,820,000	3,820,000
Subtotal:	\$16,248,422	\$ 0	\$23,958,750	\$40,207,172
F.F. and E.:				
Administrative Furniture	\$ 0	\$ 0	\$ 0	\$ 0
Hard Costs	469,150	0	550,000	1,019,150
Soft Costs	0	0	15,000	15,000
Subtotal:	\$ 469,150	\$ 0	\$ 565,000	\$ 1,034,150
Professional Fees:				
Design and Management	\$ 3,133,659	\$1,278,263	\$ 2,500,000	\$ 6,911,922
Escrow Account Fees			30,000	30,000
P.B.C. Administration	232,987	0	0	232,987
Subtotal:	\$ 3,366,646	\$1,278,263	\$ 2,530,000	\$ 7,174,909
Miscellaneous:				
Utility Relocation, Signage, Et Cetera	\$ 0	\$ 0	\$ 236,555	\$ 236,555
Subtotal:	\$ 0	\$ 0	\$ 236,555	\$ 236,555
TOTALS:	\$20,084,218	\$4,279,463	\$42,406,031	\$67,006,267

(Sub)Exhibit "I".
(To Amended And Restated Intergovernmental
Agreement With Chicago Board Of Education)

Escrow Agreement.

Escrow Account Number _____

This escrow agreement (the "Escrow Agreement"), dated as of _____ 200__, is made and executed by the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), the Board of Education of the City of Chicago, a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois (the "Board"), and Chicago Title and Trust Company, an Illinois corporation (the "Escrow Agent"), all as more particularly described on (Sub)Exhibit A hereto.

Preliminary Statement.

The City has made a certain grant to the Board (the "City Grant") pursuant to that certain Intergovernmental Agreement with the Board dated as of January 15, 2002 regarding The William Jones Academic High School (the "Original Intergovernmental Agreement"), as amended by that certain First Amended and Restated Intergovernmental Agreement dated as of the date hereof (the "Amended Intergovernmental Agreement") (together herein as further amended, supplemented and restated from time to time, the "Intergovernmental Agreement"). Pursuant to the Intergovernmental Agreement, the City Grant shall pay for all or a portion of the costs (including the fees of the Escrow Agent hereunder) of a certain construction project (the "Project"), the budget for which is attached hereto as (Sub)Exhibit D (the "Project Budget"). Any costs of the Project in excess of the City Grant shall be paid by the Board out of such other appropriate funds available to the Board (the "Board Funds"). The Board shall not deposit the Board Funds into the Escrow Account (as such term is defined below) created hereunder. The sources of funds for the Project are set forth in (Sub)Exhibit B attached hereto.

The City and the Board desire to utilize the staff and expertise of the Escrow Agent to disburse the Escrowed Proceeds (as hereinafter defined), subject to the terms and conditions of this Escrow Agreement.

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

I. Creation Of And Deposits To Escrow Account.

A. Escrow Account. There is hereby created with the Escrow Agent an escrow account (the "Escrow Account"), into which all funds shall be deposited hereunder in the amounts set forth in Part I of (Sub)Exhibit C hereto (collectively, the "Escrowed Proceeds"). The Escrow Agent will provide, upon written request, any information regarding the disbursement of funds from the Escrow Account, including but not limited to specific disbursements of the proceeds of the City Grant.

B. [Intentionally Omitted]

C. City Deposits. Over the term of this Escrow Agreement, the City will deposit into the Escrow Account the total amounts set forth on Part I of (Sub)Exhibit C hereto (being a portion of the proceeds of the City Grant), all at intervals and installments as set forth on Part III of (Sub)Exhibit C hereto, and will deposit into the Escrow Account as of the date hereof the amount, if any, set forth for the City on Part II (Sub)Exhibit C hereto. At the times set forth on Part III of (Sub)Exhibit C hereto, the City shall make a deposit with the Escrow Agent of all or a portion of the proceeds of the City Grant, in immediately available funds, in the amounts set forth on Part III of (Sub)Exhibit C hereto, provided, however, that no event shall have occurred which is or, with the passage of time or the giving of notice or both, would become an event of default under the Intergovernmental Agreement.

II. [Intentionally Omitted]

III. Manner Of Disbursement. Disbursements from the Escrow Account are to be made by checks to the Board.

IV. Conditions Precedent To Disbursements.

A. Notwithstanding Anything In This Escrow Agreement To The Contrary, The Escrow Agent Shall Not Make Any Disbursements Hereunder If The City Has Notified The Escrow Agent In Writing Or By Telecopy Not To Do So. If The Escrow Agent Shall Have Received Such A Notice From The City, The Escrow Agent Shall Not Make Any Disbursements Hereunder (a) Except As Provided In Section V (F) Hereof Or (b) Unless And Until The City Shall Have Notified The Escrow Agent In Writing To Do So.

B. Upon the receipt of a Requisition Form (in the form attached hereto as ((Sub)Exhibit G) signed by the Board, countersigned by the City, and submitted to the Escrow Agent by the City, the Escrow Agent shall make a disbursement

to the Board in the amount identified in Item C of the applicable Requisition Form.

V. Escrow Agent. It is understood by the parties hereto that the following provisions govern the duties of the Escrow Agent hereunder:

A. [Intentionally Omitted]

B. [Intentionally Omitted]

C. [Intentionally Omitted]

D. [Intentionally Omitted]

E. Any requirement or undertaking herein notwithstanding, there is no obligation assumed by the Escrow Agent for insuring that sufficient funds will be available to pay all costs incurred in completing the Project, or that the Project will be completed. Except with respect to funds for which the Escrow Agent shall have received investment instructions in writing, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it hereunder. All income, if any, derived from any use which the Escrow Agent may make of any deposits hereunder shall belong to the City;

F. Upon receipt of written notice to the Escrow Agent from any City, the Escrow Agent shall transfer to such City all amounts previously deposited by the City into the Escrow Account that remain in the Escrow Account;

G. [Intentionally Omitted]

H. The Escrow Agent's charges for the services performed (which shall be Ten Dollars (\$10) for each disbursement hereunder by check and Twenty Dollars (\$20) for each disbursement hereunder by wire transfer) are the responsibility of the Board and are to be paid from funds deposited herein as set forth in (Sub)Exhibit D hereto, and the Escrow Agent reserves the right to suspend further processing of funds in the Escrow Account until this is done or other arrangements satisfactory to the Escrow Agent have been made; and

I. It is understood by the parties hereto that the requirements listed in this Section V are solely for the Escrow Agent's benefit to assist the Escrow Agent in fulfilling its obligations hereunder.

VI. Special Provisions. Special provisions, if any, applicable to this Escrow Agreement are set forth on (Sub)Exhibit E hereto. If there shall be any inconsistency between the terms of the body of this Escrow Agreement and an

term set forth as a special provision on (Sub)Exhibit E hereto, set forth as a special provision on (Sub)Exhibit E shall prevail.

VII. General.

A. Unless otherwise specified, an notice, demand or request required hereunder shall be given in writing at the addresses set forth on (Sub)Exhibit F hereto, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day (as defined below) immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two (2) Business Days following deposit in the mail. "Business Day" as used herein shall mean a day on which banks in the City of Chicago are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State of Illinois or any ordinance or resolution of the City of Chicago.

B. No changes, amendments, modifications, cancellations or discharge of this Escrow Agreement, or any part hereof, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

C. No official, officer or employee of the City shall be personally liable to the Board or any successor in interest in the event of any default or breach of this Escrow Agreement by the City or for any amount which may become due to the Board or any successor in interest, or on any obligation under the terms of this Escrow Agreement.

D. The Escrow Agent, the City and the Board agree that this Escrow Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than the Escrow Agent, the City and the Board, as a third party beneficiary or otherwise, under any theory of law.

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

F. This Escrow Agreement shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws principles.

G. This Escrow Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

In Witness Whereof, The parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the date first written above.

City of Chicago, Illinois

By: _____

Its: Commissioner,
Department of Planning and Development

Board of Education of the City of Chicago

By: _____

Its: _____

Chicago Title and Trust Company

By: _____

Its: _____

[(Sub)Exhibit "D" referred to in this Escrow Agreement constitutes (Sub)Exhibit "G" to First Amended and Restated Intergovernmental Agreement with Chicago Board of Education and printed on pages 67646 through 67647 of this *Journal*.]

[(Sub)Exhibit "G" referred to in this Escrow Agreement constitutes (Sub)Exhibit "E" to First Amended and Restated Intergovernmental Agreement with Chicago Board of Education and printed on pages 67643 through 67645 of this *Journal*.]

(Sub)Exhibits "A", "B", "C", "E" and "F" referred to in this Escrow Agreement read as follows:

(Sub)Exhibit "A".
(To Escrow Agreement)

Parties.

1. City of Chicago, Illinois referred to herein as the "City", having an address at its Department of Planning and Development, City of Chicago, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602; Attention: Commissioner.
2. Board of Education of the City of Chicago, referred to herein as the "Board", having an address at 125 South Clark Street, 14th Floor, Chicago, Illinois 60603; Attention: _____.
3. Chicago Title and Trust Company, an Illinois corporation, referred to herein as the "Escrow Agent" having an address at 171 North Clark Street, Chicago, Illinois 60601; Attention: _____.

(Sub)Exhibit "B".
(To Escrow Agreement)

Funding Of The Project.

I.	Total amounts of the City Grant and Board Funds:	
	City Grant:	\$67,000,000
	Board Funds:	179,286
	Total Project Costs:	\$67,179,286

II. [Intentionally Omitted]

III. Disbursements outside this Escrow Account:

a. [Intentionally Omitted]

b. Amounts disbursed on or after the date of the Original Intergovernmental Agreement, but not deposited or to be deposited into this Escrow Account:

Line Item	Source	Amount
_____	City Grant	\$19,100,000*
_____	Board Funds	179,286
TOTAL:		\$19,279,286

c. [Intentionally Omitted]

(Sub)Exhibit "C".
(To Escrow Agreement)

Funding Of The Escrow Account (Deposit Schedule)

I. Total amount to be deposited into the Escrow Account over the term of the Escrow Agreement:

City Grant: \$47,900,000

Total: \$47,900,000

II. Amounts deposited into the Escrow Account on the date hereof, if any:

City Grant: \$13,900,000

Total: \$13,900,000

* Pursuant to the Original Intergovernmental Agreement.

III. Amounts to be deposited into the Escrow Account from the City Grant after the date hereof:

Amount	Deposit Date
\$ 10,000,000	Not later than April 1, 2007
12,000,000	Not later than April 1, 2008
10,000,000	Not later than April 1, 2009
2,000,000	Not later than April 1, 2010
\$ 34,000,000	Total

(Sub)Exhibit "E".
(To Escrow Agreement)

Special Provisions.

None.

(Sub)Exhibit "F".
(To Escrow Agreement)

Addresses Of Parties For Notice.

If To The City:

As set forth on (Sub)Exhibit A hereto

with copies to:

Office of the Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Board: As set forth on (Sub)Exhibit A hereto

with copies to:

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603

If To The Escrow Agent: As set forth on (Sub)Exhibit A hereto

[(Sub)Exhibit "A" referred herein in these Addresses of Parties
Notice constitutes (Sub)Exhibit "A" to Escrow Agreement
and printed on page 67655
of this *Journal*.]

(Sub)Exhibit "J".

(To First Amended And Restated Intergovernmental
Agreement With Chicago Board Of Education)

Deposit Request.

[Date]

Commissioner
City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

Attention: Deputy Commissioner, Development
Support Division, Room 1003

Re: First Amended and Restated Intergovernmental Agreement between the Board
of Education of the City of Chicago and the City of Chicago dated
_____, 2005 regarding the William Jones Academic High School
(the "Amended Agreement")

Dear Commissioner,

Pursuant to Article three, Section 1(a) of the above-referenced Amended

Agreement, the Board of Education of the City of Chicago hereby requests that the City of Chicago deposit \$_____ into Escrow Account Number _____ with Chicago Title and Trust Company by not later than _____, as set forth in (Sub)Exhibit F to the Amended Agreement.

Respectfully,

The Board of Education of the City of Chicago

By: _____

Name: _____

Title: _____

DESIGNATION OF CENTRAL CITY STUDIOS, L.L.C. AND CENTRAL CITY STUDIOS INITIAL MEMBERS S CORP. AS PROJECT DEVELOPERS, AUTHORIZATION FOR EXECUTION OF AMENDED AND RESTATED REDEVELOPMENT AGREEMENT AND ISSUANCE OF TAX INCREMENT ALLOCATION REVENUE NOTE FOR PROPERTY AT WEST ROOSEVELT ROAD AND SOUTH KOSTNER AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing amending and restating a redevelopment agreement with

Central City Studios, L.L.C. to issue a tax increment allocation revenue note and to use a portion of the City's Federal Empowerment Zone Debt Limit for additional financing, amount of note not to exceed \$10,474,746, 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) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen 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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on February 5, 1998 and published at pages 60917 -- 61058 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, a certain redevelopment plan and project (the "Roosevelt/Cicero Plan") for the Roosevelt/Cicero Tax Increment Financing Redevelopment Project Area (the "Roosevelt/Cicero 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 5, 1998 and published at pages 61058 -- 61065 of the *Journal* of such date, the

Roosevelt/Cicero Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "Roosevelt/Cicero T.I.F. Ordinance") adopted by the City Council on February 5, 1998 and published at pages 61065 -- 61069 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Roosevelt/Cicero Area redevelopment project costs (as defined in the Act) incurred pursuant to the Roosevelt/Cicero Plan; and

WHEREAS, Pursuant to an ordinance (the "Original Central City Ordinance") adopted by the City Council on December 8, 2004 and published at pages 37171 -- 37261 of the *Journal* of such date, the City authorized a redevelopment agreement (substantially in the form attached to the Original Central City Ordinance and known hereinafter as the "Original Redevelopment Agreement") to be entered into by and among the City, Central City Studios, L.L.C., an Illinois limited liability company (the "Operating Company") and Central City Studios Initial Members S Corp., an Illinois "Subchapter S" corporation ("C.C.S.I.M.") which Original Redevelopment Agreement the City, Operating Company and C.C.S.I.M. now wish to amend and restate (said amended and restated redevelopment agreement to be referred to herein as the "Redevelopment Agreement"); and

WHEREAS, The corporate entities that control the Operating Company and C.C.S.I.M. are owned by the same individuals (except for a small interest in one of the entities controlling the Operating Company which is held by the spouse of one said individual owner) and Operating Company and C.C.S.I.M. are collectively the "Developer" of the Facility (as defined below). The Operating Company shall acquire fee simple title from the City (the "Acquisition") to certain parcels located within the Roosevelt/Cicero Area, said property being a parcel of land with a common location of the northeast corner of West Roosevelt Road and South Kostner Avenue in Chicago, Illinois which contains approximately eleven and five-tenths (11.5) acres and legally described on Exhibit D of this ordinance (the "Property"), subject to final title commitment and survey for consideration of One Million Four Hundred Sixty-five Thousand Dollars (\$1,465,000) C.C.S.I.M. has been authorized and directed by its owners to enter into contracts needed to develop the Facility and complete the Project (as defined in the hereinafter defined "Redevelopment Agreement"); and

WHEREAS, C.C.S.I.M. shall within the time frame set forth in the attached Redevelopment Agreement, enter into all contracts needed to commence construction of an approximately one hundred eighty-three thousand (183,000) square foot new film and television studio facility which will include additional ancillary facilities (the "Facility") on the Property which Facility will be subsequently operated by Raleigh Enterprises, L.L.C. (the "Operator") after it makes a capital contribution to the Operating Company as set forth in the Redevelopment

Agreement, or some other operator approved by the Commissioner (the "Commissioner") of City's Department of Planning and Development ("D.P.D."); and

WHEREAS, C.C.S.I.M. has proposed to undertake development of the Facility and completion of the Project in accordance with the Roosevelt/Cicero Plan (the "Plan") pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Operating Company, C.C.S.I.M. and the City, including but not limited to the construction of the Facility and the creation and retention of jobs, to be financed in part by the issuance of the Note and which is to be repaid from the Available Incremental Taxes (as defined in the Redevelopment Agreement) in the Roosevelt/Cicero Redevelopment Project Area Special Tax Allocation Fund (as defined in the Roosevelt/Cicero T.I.F. Ordinance); and

WHEREAS, Pursuant to Resolution Number 04-CDC-50 adopted by the Community Development Commission of the City of Chicago (the "Commission") on July 13, 2004, the Commission authorized D.P.D. to publish a notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a redevelopment agreement with the Operating Company as a Developer for the Project, to enter into a negotiated sale with the Operating Company as a Developer for the Property and to request alternative proposals for development of the Property or a portion thereof and completion of the Project; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the development of the Property within fourteen (14) days after such publication, pursuant to Resolution 04-CDC-50, the Commission has recommended that the Operating Company and C.C.S.I.M. be designated as the Developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

SECTION 2. The Operating Company and C.C.S.I.M. are hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. 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 by and between the Operating Company and C.C.S.I.M. as Developer and C.C.S.I.M. and the City substantially in the form attached hereto as Exhibit A and made a part

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

SECTION 4. The City is hereby authorized to sell and convey to the Operating Company (on behalf of the Developer) the Property listed on Exhibit D for consideration of One Million Four Hundred Sixty-five Thousand Dollars (\$1,465,000). The Property shall be conveyed to the Operating Company (on behalf of the Developer) subject to the Developer's execution of and in accordance with the terms and conditions of the Redevelopment Agreement referred to in Section 3 above.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to the Operating Company the Property described on Exhibit D. Such quitclaim deed shall include a right of reverter that shall provide for title to revert to the City in the event the Developer does not comply with the construction and completion deadlines for Project set forth in the Redevelopment Agreement.

SECTION 6. The City Council hereby authorizes the City to (i) issue tax increment allocation revenue obligations in an amount not to exceed Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746) for the purpose of paying a portion of T.I.F. eligible costs C.C.S.I.M. incurs prior to or after closing on the Redevelopment Agreement and other Redevelopment Project Costs (as defined in the Act) incurred within the Project and relating the Facility, which tax increment revenue obligations shall be repaid with Roosevelt/Cicero Incremental Taxes and (ii) designate the Illinois Finance Authority, a State of Illinois Finance Authority (the "Authority" or "I.F.A.") organized pursuant to the Illinois Finance Authority Act, as amended (20 ILCS 3501/801-1, et seq.), to use a portion of the federal Empowerment Zone debt limit available to the City of Chicago, as an Empowerment Zone Grantee, to issue empowerment zone revenue bonds (the "E.Z. Bonds") in a federally designated empowerment zone (in this case the West Side Empowerment Zone (the "Empowerment Zone") in an amount up to Forty Million Dollars (\$40,000,000). The authority shall issue the E.Z. Bonds to assist in financing the Project (as defined in the Redevelopment Agreement).

The City hereby designates the E.Z. Bonds for the purposes of Section 1394(f) of the Internal Revenue Code of 1986, as amended (the "Code") and further acknowledges that the aggregate principal amount of such E.Z. Bonds will be counted against the dollar limitation relating to the amount of enterprise zone facility bonds that can be issued under the Code with respect to the empowerment zone in which the Facility and the rest of the Project to be financed with the proceeds of the E.Z. Bonds will be located.

SECTION 7. There shall be borrowed for and on behalf of the City in an amount not to exceed Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746) for the purpose of paying a portion of the Redevelopment Project Costs included within the Project and relating to the Facility incurred at the Property. A note of the City shall be issued up to said amount and shall be designated "Tax Increment Allocation Revenue Note (Roosevelt/Cicero Redevelopment Project), Series A" (the "Note"). The Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein.

The Note shall bear interest at a rate of eight percent (8%) per annum, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

The Note shall be issued to C.C.S.I.M. to reimburse C.C.S.I.M. for Redevelopment Project Costs and shall be payable solely from excess funds in the Roosevelt/Cicero Redevelopment Project Area Special Tax Allocation Fund (as defined in the Roosevelt/Cicero T.I.F. Ordinance) and shall be disbursed pursuant to the terms of the Redevelopment Agreement.

The principal of and interest on the Note shall be paid by check or draft of the Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the Note is registered at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment date, unless the City has been directed to make such payment in another manner by written notice given to the Registrar by the registered owner at least thirty (30) days prior to the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City.

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

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

duly executed by the Registrar by manual signature, and such certificate of authentication upon each of the Note shall be conclusive evidence that each of the Note has been authenticated and delivered under this ordinance.

SECTION 8. The City shall cause books (the "Register") for the registration and for the transfer of each Note as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks for each Note executed by the City for use in the transfer of the Note.

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

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

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

SECTION 9. The principal of a Note shall be subject to prepayment as provided in the form of Note attached hereto as Exhibit B. As directed by the Commissioner,

the Registrar shall proceed with redemptions without further notice or direction from the City.

SECTION 10. The Registrar shall state on the Payment Schedule attached to the Note the amount of any payment of principal or interest on the Note, including the amount of any prepayment, and the amount of any reduction in principal pursuant to the Redevelopment Agreement.

SECTION 11. The Note shall be prepared in substantially the form attached hereto as Exhibit B.

SECTION 12. The Note hereby authorized shall be executed as provided in this ordinance and the Redevelopment Agreement, and thereupon be deposited with the Commissioner and be delivered by said Commissioner to C.C.S.I.M.

SECTION 13. The Note is a special limited obligations of the City, and is payable solely from amounts on deposit in the Roosevelt/Cicero Redevelopment Project Area Special Tax Allocation Fund (the "Roosevelt/Cicero T.I.F. Fund"), and shall be a valid claim of the registered owner thereof only against said sources, subject to any amounts required to be paid pursuant to the H.U.D. Section 108 Obligation (as defined in the Redevelopment Agreement). The Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Note.

SECTION 14. Monies on deposit in the Roosevelt/Cicero T.I.F. Fund may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Note.

SECTION 15. Pursuant to the Redevelopment Agreement, the Developer has agreed to perform and complete the Project. C.C.S.I.M.'s expenditure of up to the amount of Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746) of eligible costs of the Project relating to the Facility shall be deemed to be a disbursement of the proceeds of the Note, and the outstanding principal amount of the Note shall be represented by the sum of advances made pursuant to a certificate of expenditure (the "Certificate of Expenditure") executed by the Commissioner (or his or her designee) and authenticated by the Registrar, in accordance with the Redevelopment Agreement, minus any principal amount paid on the Note and other reductions in principal as provided in the Redevelopment Agreement. A Certificate of Expenditure shall not be valid or obligatory under this ordinance unless or until authenticated by the Registrar by manual signature. The City shall not execute Certificates of Expenditure that total in excess of Ten Million Four Hundred Seventy-eight Thousand Seven Hundred

Forty-six Dollars (\$10,478,746) for the Note. Upon execution of a Certificate of Expenditure, the Registrar shall promptly send the Certificate to the Registered Owner and retain a copy with the Register. The Certificate of Expenditure shall be in substantially the form attached hereto as Exhibit C.

SECTION 16. The Registrar shall maintain a list of the names and addresses of the registered owners from time to time of the Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 17. The provisions of this ordinance shall constitute contract between the City and the registered owner of the Note. All covenants relating to the Note are enforceable by the registered owners of the Note.

SECTION 18. The Mayor (or the Mayor's designated proxy), the City Comptroller, the City Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 19. 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 20. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 21. This ordinance shall be in full force and effect immediately upon its passage.

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

Exhibit "A".
(To Ordinance)

Amended And Restated

Central City Studios Redevelopment Agreement

By And Among

The City Of Chicago,

Central City Studios Initial Members S Corp.

And

Central City Studios, L.L.C.

This Central City Studios Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 200__, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), Central City Studios Initial Members S Corp., an Illinois "Subchapter S" Corporation ("C.C.S.I.M.") and Central City Studios, L.L.C., an Illinois limited liability company ("Operating Company"). C.C.S.I.M. and Operating Company are collectively referred to as the "Developer".

Recitals.

A. Constitutional Authority. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"); the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 5, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Roosevelt/Cicero Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Roosevelt/Cicero Redevelopment Project Area as a Tax Increment Financing District"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Roosevelt/Cicero Redevelopment Project Area" (the "T.I.F. Adoption Ordinance") (collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project. The Developer intends to build a state-of-the-art film and television production studio complex of sound stages and related ancillary facilities including accessory office and hospitality space in accordance with the Plans

and Specifications. The production studio complex will have a total of five (5) stages, including three (3) stages of approximately eighteen thousand (18,000) square feet each and two (2) stages of approximately twenty-eight thousand eight hundred (28,800) square feet (each stage together with a control room of up to three thousand eight hundred (3,800) square feet), an approximately twenty-eight thousand (28,000) square foot three (3) story production office building, a twenty-one thousand six hundred sixty (21,660) square foot service area drive and a twenty-one thousand six hundred sixty (21,660) square foot mezzanine area for production support all together with approximately four hundred fifty-three (453) parking spaces. All construction of the aforesaid production studio complex and ancillary facilities (collectively, the "Project") shall be completed on the Project Site (as defined below). All construction of the Project shall be completed within the time frame in Section 3.01. The site upon which the Project will be constructed consists of approximately eleven (11) acres situated on the northeast corner of West Roosevelt Road and South Kostner Avenue and is legally described on (Sub)Exhibit B hereto (the "Project Site" or the "Property"), and will be sold to the Operating Company by the City pursuant to a negotiated sale on the Closing Date (as hereinafter defined). The City shall also take any and all appropriate action to convey to the Operating Company any and all vacated (or to be vacated) streets and alleys within the Project Site at no charge to the Developer beyond the agreed upon Purchase Price. The Operating Company also intends to acquire vacant railroad land located within the Redevelopment Area north of the railroad tracks and east of Kildare Avenue for expansion, ancillary building and/or additional parking. Upon said acquisition, such land shall be deemed to be a part of and included in the "Project Site". The City may, in its sole discretion, use good faith efforts to support the Operating Company in acquiring the aforesaid vacant railroad land so long as the City's good faith efforts adhere to all appropriate governmental approvals. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

Prior to or in connection with the closing of this Agreement, in the event Raleigh Enterprises, L.L.C., a Nevada limited liability company ("Raleigh"), and certain other individual investors affiliated with Raleigh invest certain funds in the Operating Company for the purpose of assisting in the development of the Project (as shall be documented in a manner reasonably satisfactory to the City), Raleigh will have the right to acquire an ownership interest of up to eighty percent (80%) of the Operating Company. Upon investing said funds in the Operating Company for development of the Project, Raleigh, as part of its involvement in the Operating Company, shall use its demonstrated expertise and experience to operate the Project. In no event shall C.C.S.I.M. operate the Project or own the Project Site, though C.C.S.I.M. shall act as the Developer by entering into contracts for the development of the Project; incurring the cost of all T.I.F.-Funded Improvements to be reimbursed pursuant to this Agreement and receiving the City Note.

E. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Roosevelt/Cicero Redevelopment Project Area Tax

Increment Financing Program Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as (Sub)Exhibit C, as amended from time to time.

F. City Financing. The City agrees to use, in the amounts set forth in Section 4.03 hereof, Available Incremental Taxes (as defined below), to pay for, or reimburse C.C.S.I.M. for the costs of T.I.F.-Funded Improvements (as defined below) pursuant to the terms and conditions of this Agreement and the City Note as defined below).

In addition, the City may, in its discretion, issue tax increment allocation bonds ("T.I.F. Bonds") secured by Incremental Taxes pursuant to a T.I.F. bond ordinance (the "T.I.F. Bond Ordinance"), at a later date as described in Section 4.03(d). If the City issues T.I.F. Bonds, the proceeds (the "T.I.F. Bond Proceeds") may be used to pay for the costs of the T.I.F.-Funded Improvements not previously paid for by Available Incremental Taxes as (defined below) or used to reimburse the City for the costs of T.I.F.-Funded Improvements (as defined below) or to prepay the City Note (as defined below), or to do one (1) or more of the foregoing.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in Recital B hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

“Available Incremental Taxes” shall mean an amount equal to the Incremental Taxes attributable to the tax parcels comprising the Project Site (sometimes referred to as “Project Incremental Taxes”), and Incremental Taxes from the rest of the Redevelopment Area starting with calendar year 2005 (collection year 2006), but excluding the amount thereof attributable to the Excluded Parcels; provided however, that (a) Available Incremental Taxes shall be subject to the City’s prior pledge of certain Incremental Taxes from the Redevelopment Area as security for its outstanding Section 108 loan obligation guaranteed by the United States Department of Housing and Urban Development (“H.U.D.”); and (b) if following the issuance of the Certificate, the Project ceases to operate as a film and television studio and within eighteen (18) months thereafter has not resumed operation as a film or television studio or been converted to an alternative use reasonably acceptable to D.P.D., Available Incremental Taxes shall thereafter include only Project Incremental Taxes until such time as either the Project resumes operating as a film and television studio or has been converted to an alternative use reasonably acceptable to D.P.D.. Deposits into the Central City Studios Account shall commence with the Incremental Taxes for calendar year for the later of 2005 (due and payable in calendar year 2006) and the year C.C.S.I.M. starts construction of the Project.

“Central City Studios Account” shall mean the special tax allocation fund subaccount within the Roosevelt/Cicero Redevelopment Project Area Special Tax Allocation Fund into which the Available Incremental Taxes are to be deposited in accordance with this Agreement.

“Certificate” shall mean the Certificate of Completion of Construction issued with respect to the Project, as described in Section 7.01 hereof.

“Certificate of Expenditure” shall mean any Certificate of Expenditure issued pursuant to Section 4.09 pursuant to which the principal amount of the City Note will be established.

“Change Order” shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

“City Fee” shall mean the fee described in Section 4.05(c) hereof.

“City Funds” shall mean the funds described in Section 4.03(b) hereof and paid pursuant to the applicable City Note and/or out of T.I.F. Bond Proceeds.

“City Note” shall mean the City of Chicago Tax Increment Allocation Revenue Note (Roosevelt/Cicero Redevelopment Project) Series [A] to be in the form attached hereto as (Sub)Exhibit D, in the maximum principal amount of Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746), to be issued by the City to C.C.S.I.M. on the Closing Date. The note shall be

taxable, reflect a maximum term of twenty (20) years and bear interest at a rate equal to eight percent (8%) per annum.

“Closing Date” shall mean the date of execution and delivery of this Agreement by all parties hereto, and upon which Developer satisfies all conditions precedent to the Project set forth in Section 5 hereto and also on which the City conveys the Project Site to Operating Company.

“Construction Contract” shall mean that certain contract, substantially in the form attached hereto as (Sub)Exhibit E, to be entered into between the Developer (specifically C.C.S.I.M.) and the General Contractor providing for construction of the Project.

“Corporation Counsel” shall mean the City’s Office of Corporation Counsel.

“Developer” shall mean the definition given in the introductory paragraph to this Agreement.

“Developer Party” shall mean the persons and entities identified in Section 5.06; provided, however, C.C.S.I.M. is the entity which is (i) primarily responsible for the development of the Project (including incurring the costs of all T.I.F.-Funded Improvements to be reimbursed pursuant to this Agreement) and (ii) will be issued the City Note in its sole name on the Closing Date (while the Operating Company shall take sole title to the Project Site and shall also be responsible for operating the Project).

“Employer(s)” shall have the meaning set forth in Section 10 hereof.

“Environmental Laws” shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

“Equity” shall mean funds of the Developer (other than funds derived from Lender Financing) invested in the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

“Escrow” shall mean the construction escrow established pursuant to the Escrow Agreement.

“Escrow Agreement” shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the City, the Title Company (or an affiliate of the Title Company), the Developer and any Lender (as defined below), substantially in the form of (Sub)Exhibit F attached hereto.

“Event of Default” shall have the meaning set forth in Section 15 hereof.

“Excluded Parcels” shall mean all real property included in those tax parcel numbers which are west of Laramie Avenue and located in the Redevelopment Area as more specifically set forth on (Sub)Exhibit G attached hereto.

“Extraordinary Profits” shall mean profit, upon transfer or refinancing of the Project, greater than a twenty-five percent (25%) internal rate of return (“I.R.R.”) based on the net sale amount (or the net amount received from refinancing), inclusive of the total City Funds actually paid by the City for the Project as reimbursement for T.I.F. Funded Improvements. The calculation of I.R.R. shall take into account both the total of City Funds actually paid, or obligated to be paid under the City Note, by the City for the Project as reimbursement for T.I.F.-Funded Improvements and be based on Developer(s) having equity at risk in an amount estimated to be Seven Million Six Hundred Sixty-nine Thousand Nine Hundred Forty-eight Dollars (\$7,669,948) as may be adjusted based on final, verified and mutually agreed upon equity amount as determined by the City and the Developer.

“Financial Statements” shall mean audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

“General Contractor” shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

“Hazardous Materials” shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

“Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Roosevelt/Cicero Redevelopment Project Area Special Tax

Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“Lender” shall mean any person or financial institution (other than a Developer party) providing funds to the Developer pursuant to a loan as accounted for in Section 4.01.

“Lender Financing” shall mean funds borrowed by the Developer (or any Developer party) from any Lender and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof.

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

“M.B.E./W.B.E. Budget” shall mean the budget attached hereto as (Sub)Exhibit H-2, as described in Section 10.03.

“Municipal Code” shall mean the Municipal Code of the City of Chicago.

“N.F.R. Letter” shall have the meaning set forth in Section 5.13 hereof.

“Non-Governmental Charges” shall mean all non-governmental charges, liens, claims or encumbrances relating to the Developer, the Property or the Project.

“Note Transferee” shall have the meaning set forth in Section 4.07 hereof.

“Permitted Liens” shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit I hereto.

“Project” shall mean the acquisition of the Project Site and the construction of a state-of-the-art film and television studio complex which will contain five (5) stages, a control room, a three (3) story production office building, other production support facilities and approximately four hundred fifty-three (453) parking spaces, all (except the parking spaces) having in aggregate not less than one hundred eighty-two thousand nine hundred twenty (182,920) square feet, as further described in Recital D hereof.

“Plans and Specifications” shall mean, with respect to the Project, final construction documents containing a site plan and working drawings and specifications.

“Prior Expenditure(s)” shall have the meaning set forth in Section 4.05(a) hereof.

“Project Budget” shall mean the budget attached hereto as (Sub)Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

“Purchase Price” shall mean the cash consideration to be paid by the Developer for acquisition of the Project Site from the City, being the amount of One Million Four Hundred Sixty-five Thousand Dollars (\$1,465,000).

“Redevelopment Area” shall mean the Roosevelt/Cicero Redevelopment Project Area as defined in Recital C.

“Redevelopment Project Costs” shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

“Requisition Form” shall mean the document in the form of (Sub)Exhibit J to be delivered by the Developer to D.P.D. pursuant to Section 4.04 of this Agreement.

“Roosevelt/Cicero Redevelopment Project Area Special Tax Allocation Fund” shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

“Scope Drawings” shall mean preliminary construction documents and/or a conceptual master plan containing a site plan and preliminary drawings and specifications for the Project.

“Survey” shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Project Site dated within six (6) months prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Project Site (as appropriate) is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Project Site (as appropriate) in connection with the construction of the Project and related improvements as required by the City or Lender(s) providing Lender Financing.

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending on February 4, 2021 (the date on which the Redevelopment Area is no longer in effect) or, if the City amends the Plan to extend such date in accordance with certain applicable provision of the Act contained in 65 ILCS 5/11-74.4-3(n)(3), December 31, 2022.

“T.I.F.-Funded Improvements” shall mean those improvements and costs of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs

under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement.

“Title Company” shall mean _____.

“Title Policy” shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Operating Company as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

“Use and Service Agreement” shall mean any and all agreements documenting the understanding, commitment and financial arrangements for the use of movie and television studio facilities at the Project by third party users.

“W.A.R.N. Act” shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

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

Section 3.

The Project.

3.01 The Project.

The Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction of the Project no later than July 1, 2006; (ii) complete construction of the Project and conduct business operations thereon no later than January 1, 2009. Any delay on the part of the City in conveying the Project Site to the Operating Company shall be considered in approving any Developer’s request for an extension to the commencement or completion date set forth in this Section 3.01. The occurrence of an event described in Section 18.17. shall result in a proportionate extension to the relevant commencement and completion dates set forth above. The Developer must inform the City of any delay in commencing construction of the Project that is not caused solely by the City.

3.02 Scope Drawings And Plans And Specifications.

The Developer shall deliver the Scope Drawings and Plans and Specifications for the Project to D.P.D. and D.P.D., acting in its reasonable discretion shall approve the Plans and Specifications. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications for the Project shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Department of Construction and Permits, Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project. As a condition precedent to the Project Closing Date, the Developer shall deliver to D.P.D., and D.P.D. shall approve, Scope Drawings and Plans and Specifications for the Project, which shall also be subject to the requirements of this Section 3.02.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget for the Project showing estimated total costs for the Project in an amount of approximately Fifty-six Million Six Hundred Forty-seven Thousand Four Hundred Forty-four Dollars (\$56,647,444) of total Project development costs. The Developer hereby certifies to the City that it (a) has Lender Financing and Equity in an amount sufficient to pay for all Project costs identified in (Sub)Exhibit H-1 as allocable to the Project; and (b) the Project Budget is true, correct and complete in all material respects and accurately represents the estimated costs as of the Closing Date to complete the Project. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to D.P.D. concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to D.P.D. for D.P.D.'s prior written approval: (a) a reduction in the square footage of the Project; (b) a change in the principal use of the Project to a use other than a film and TV production facility; (c) a delay in the completion of the Project; (d) the elimination of any studios; or (e) any Change Order which exceeds One Hundred Thousand Dollars (\$100,000) or which, taken together with all previously approved Change

Orders, results in aggregate Change Orders to date in excess of Five Hundred Thousand Dollars (\$500,000). The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. Any subcontractor shall be entitled to rely upon the Developer's representation and warranty as to whether a Change Order requires City approval under this Section 3.04. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of Incremental Taxes which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 D.P.D. Approval.

Any approval granted by D.P.D. of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder and D.P.D.'s approval of the form of Construction Contract for the Project.

3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring D.P.D.'s written approval pursuant to Section 3.04). The Developer shall, as soon as practicable thereafter and in any event within sixty (60) days after said request, provide three (3) copies of an updated Survey to D.P.D. upon the request of D.P.D. or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent Or Architect.

An independent agent or architect (other than the Developer's architect) approved by D.P.D. shall be selected and retained by Developer to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project and provide certifications with respect thereto to D.P.D., as D.P.D. shall request. Upon the prior written consent of D.P.D., which shall be given in its sole and complete discretion, the inspecting agent or architect may be the same person or entity that performs inspections and provides certifications required for the Lender Financing.

3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs And Public Relations.

The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that a portion of the financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a

uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

3.13 Conveyance Of The Project Site; Right To Acquire Other Land.

The following provisions shall govern the City's conveyance of the Project Site to the Developer:

(a) Form Of Quitclaim Deed. The City shall convey to Operating Company title to the Project Site by a quitclaim deed. The conveyance and title shall, in addition to the provisions of this Agreement, be subject to Permitted Liens and the following:

- (i) the Redevelopment Plan;
- (ii) the standard exceptions in an ALTA insurance policy unless said exceptions are otherwise endorsed over by the Title Company;
- (iii) all general real estate taxes due and payable with respect to the period on and after the Closing Date;
- (iv) any easements, encroachments, covenants and restrictions of record and not shown of record, including the Roosevelt/Cicero Redevelopment Plan;
- (v) such other title defects as may exist; and
- (vi) a retained right of reverter contained in such deed entitling the City to reacquire title to the Project Site (as such retained right of reverter is subordinated to the lien of a construction loan pursuant to the terms of Section 7.03(d)) in the event the Developer fails to develop the Project in accordance within the time frame(s) set forth in this Agreement, as such date(s) may be extended in accordance with Section 18.17.

(b) Project Site Closing. The Project Site closing shall occur on the Closing Date after the Developer satisfies all conditions precedent to the closing, including without limitation, payment to the City of the Purchase Price and all other conditions set forth in Section 5 hereof.

(c) Recordation Of Quitclaim Deed And Title Policy. The Developer shall promptly record the quitclaim deed for the Project Site in the Recorder's Office of Cook County. The Developer shall pay all costs for so recording the quitclaim deed. The Title Policy shall be obtained and delivered in connection with the closing on the Closing Date at Developer's sole expense.

(d) Escrow And Miscellaneous Title Insurance Matters. In the event that the Developer requires conveyance through an escrow, the Developer shall pay all escrow fees. The City and Operating Company shall also execute and deliver routine statements, declarations and undertakings customarily required by the Title Company to issue the Title Policy.

(e) Exclusive Right To Acquire Other Land. Subject to the following conditions, C.C.S.I.M. (on behalf of Developer) shall also have the exclusive right to acquire additional land from the City consisting of approximately ten (10) acres and legally described on (Sub)Exhibit B-1 (the "Phase II Site"). Developer's exclusive right to acquire the Phase II Site shall terminate on the earlier of the first (1st) anniversary following the issuance of the Certificate and 12:01 A.M. December 31, 2009 (said date, as it shall be determined, being defined as the "Termination Date"), and shall be subject to Developer (i) negotiating an appropriate purchase price for the Phase II Site and a new, separate redevelopment agreement governing the development of the Phase II Site with D.P.D., (ii) fully performing its duties and obligations under this Agreement, and (iii) obtaining all prior governmental approvals including, without limitation, approvals from the City Council and the Community Development Commission, and compliance with the Act. Notwithstanding anything herein to the contrary, in the event Developer fails to exercise its exclusive right to acquire the Phase II Site by the Termination Date the Exclusive Right shall cease to exist and the Developer shall have no exclusive right to acquire the Phase II Site. The Commissioner of D.P.D. may, in its sole and absolute discretion, elect to extend the Termination Date by up to one (1) year so long as said extension does not extend past 12:01 A.M. December 31, 2010.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Fifty-six Million Six Hundred Forty-seven Thousand Four Hundred Forty-four Dollars (\$56,647,444) to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity, inclusive of funds from New Market Tax Credits, State Grants and deferred fees due to Developer (subject to Sections 4.03(b) and 4.06)	\$ 11,168,698
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Lender Financing (E.Z. Bonds)	\$ 35,000,000
Lender Financing (supported by City Note) (subject to Section 4.03)	10,478,746
Estimated Total	\$ 56,647,444

No City Funds will be expended at Closing. Equity (including that obtained through syndication of New Market Tax Credits and State grant(s)) and Lender Financing (including private activity bond financing and bank financing supported by the City Note) will be used to pay for all costs incurred in completing the Project.

4.02 Developer Funds.

Equity and/or Lender Financing shall be used to pay all Project Costs, including but not limited to Redevelopment Project Costs and costs of T.I.F.-Funded Improvements.

4.03 City Funds.

(a) Uses Of City Funds. City Funds may be used to pay directly or reimburse the Developer only for costs of T.I.F.-Funded Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit L sets forth, by line item, the T.I.F.-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Section 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds with respect to the Project shall not be paid to the Developer (and specifically C.C.S.I.M.) hereunder prior to the issuance of a Certificate, but will accrue in the Central City Studios Account as a source of repayment for the City Note from the date of its issuance.

(b) Sources Of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to reserve City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the T.I.F.-Funded Improvements:

Source Of City Funds	Maximum Principal Amount (Principal Of The City Note)
Available Incremental Taxes (as deposited in the Central City Studios Account)	\$10,478,746

provided, however, that the total amount of City Funds expended for T.I.F.-Funded Improvements, as evidenced by the principal amount of the City Note, shall be a principal amount not to exceed the lesser of (i) Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746) and (ii) eighteen and fifty-hundredths percent (18.50%) of the actual total Project development costs of the Project (which is currently estimated to be Fifty-six Million Six Hundred Forty-seven Thousand Four Hundred Forty-four Dollars (\$56,647,444)). The City Funds to be derived from Available Incremental Taxes shall be available to pay costs related to T.I.F.-Funded Improvements and allocated by the City for that purpose only so long as:

- (i) the amount of the Available Incremental Taxes deposited into the Central City Studios Account shall be sufficient to pay for such costs;
- (ii) the City has been reimbursed from Available Incremental Taxes for the amount previously disbursed by the City for T.I.F.-Funded Improvements, if any;
- (iii) prior to the issuance of the Certificate, no act or omission which, with the giving of notice or passage of time or both, would give rise to an Event of Default, has occurred and is continuing; and
- (iv) the City's obligation to make payments under the City Note shall not have terminated or been canceled.

The Developer acknowledges and agrees that the City's obligation to pay for T.I.F.-Funded Improvements is contingent upon the fulfillment of the conditions set forth in parts (i), (ii), (iii) and (iv) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by the Developer pursuant to Section 4.01 hereof shall increase accordingly.

Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Note to the Developer on the Closing Date. The City Note shall not be pre-paid for a period of seven (7) years from the Closing Date without payment of a pre-payment penalty all as set forth in the City Note. Notwithstanding anything herein to the contrary, the City shall not be obligated to make payments on the City Note prior to issuance of the Certificate. Payments on the City Note shall commence on the first (1st) February 1 after issuance of the Certificate but in no event prior to February 1, 2008. The amount available for the initial payment under the City Note shall include all Available Incremental Taxes accumulated starting with collection year 2006 through the collection year prior to the year of the first (1st) payment on the City Note (e.g. amount accumulated during collection years 2006 and 2007 if the first (1st) payment is made February 1, 2008); the total amount of the first (1st) payment shall be the lesser of the amount set forth on the payment schedule attached to the City Note and the amount available for the initial payment under the

City Note. The amount available for all subsequent payments under the City Note shall be equal to Available Incremental Taxes collected and deposited in each respective subsequent year; the amount actually paid for each such subsequent payment shall be the lesser of the Available Incremental Taxes collected and deposited in the applicable collection year and the amount set forth on the payment schedule attached to the City Note. The Interest will accrue on the City Note from the Closing Date on a principal value equal to those amounts actually expended by C.C.S.I.M. (up to a maximum equal to the lesser of Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746) or eighteen and five-tenths percent (18.5%) of the actual total Project development costs) as evidenced by Certificate(s) of Expenditure periodically issued, until the maximum principal value of the City Note has been determined (which maximum principal value (and interest thereon) shall not include any amount paid by the City to C.C.S.I.M. for indemnification of environmental costs during Project construction as set forth in Section 5.13). The amount of each payment under the City Note shall be determined by a schedule of payments attached to the City Note; a proposed schedule of such payments shall be attached to the City Note at Closing and said schedule shall be (in all cases) subject to the approval of the Commissioner and not finalized and agreed upon until the issuance of the Certificate. The City shall not begin to make payments under the City Note until the Certificate is issued pursuant to Section 7.01 of this Agreement. In no event shall the total principal amount of City Funds paid for T.I.F.-Funded Improvements exceed, in aggregate, the lesser of Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746) or eighteen and fifty-hundredths percent (18.50%) of the total Project development costs as set forth in this section above.

The City shall compute the maximum amount of City Funds required to be reserved under this Section 4.03(b) at the time of the issuance of the Certificate for the Project in accordance with Section 7.01, which computations shall be binding upon the Developer.

(c) Option Of Additional Pay As You Go Assistance. The Developer may receive a portion of the City Funds on a pay-as-you-go basis as set forth below:

(i) In the event the principal amount on the City Note does not reach its potential maximum principal amount as set forth in Section 4.03 (b) and the lower amount does not result from a significant change in total Project costs then, subject to limitations set forth in the Act, Developer will be entitled to receive Available Incremental Taxes included in City Funds for an interest subsidy upon presentation of sufficient documentation as required by D.P.D., acting in its sole discretion. The maximum principal amount of the City Note must be determined on or before issuance of the Certificate pursuant to Section 7.01. The total amount of the interest subsidy shall not exceed an amount equivalent to the difference between the potential maximum amount of the City Note set forth in Section 4.03(b) and the actual principal amount of the City Note once all T.I.F. eligible costs have been certified to said City Note except for the interest subsidy.

(ii) If there is an outstanding balance on the City Note at the time of its maturity then the holder(s) of the City Note will be entitled to receive Project Incremental Taxes in an amount up to the difference between the principal balance unpaid at maturity and the amount of the principal of the City Note previously paid, but only on account of T.I.F. eligible expenses not previously used to establish the original applicable City Note principal (subject to receipt by D.P.D. of acceptable documentation as set forth in paragraph (i) above). Any such payments shall commence only when no applicable City Note is outstanding.

4.04 Requisition Form.

After the City's issuance of a Certificate for the Project and in the event the Developer is to receive additional pay as you go assistance as set forth in Section 4.03(c) above, prior to each October 1 (or such other date as the parties may agree to) and each such date annually thereafter, and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer (and specifically C.C.S.I.M.) has been reimbursed in full under the City Note, the Developer shall provide D.P.D. with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of T.I.F.-Funded Improvements as part of the aforesaid pay as you go assistance shall be made not more than one (1) time per calendar year (or as otherwise permitted by D.P.D.). On each succeeding December 1 (or such other date as may be acceptable to the parties), throughout the Term of the Agreement, the Developer shall meet with D.P.D. at the request of D.P.D. to discuss the Requisition Form(s) previously delivered.

4.05 Treatment Of Prior Expenditures.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project after the creation of the Redevelopment Area and prior to the Closing Date, evidenced by documentation approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. (Sub)Exhibit K hereto sets forth the prior expenditures approved by D.P.D. as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer (and specifically C.C.S.I.M.), but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) [Intentionally Omitted]

(c) **Prior Claims To City Funds.** The Developer acknowledges and agrees that, notwithstanding the reservation of City Funds in Section 4.03(b), the Developer's right to such City Funds shall be subordinate to the City's prior right to use Available Incremental Taxes that would otherwise constitute City Funds to pay (i) administrative costs and fees for administering the Redevelopment Area that may be lawfully paid under the Act, as specified in the next succeeding sentence (the "City Fee") and (ii) certain Section 108 indebtedness guaranteed by H.U.D., the proceeds of which were utilized by the City in connection with certain environmental remediation costs relating to the Redevelopment Area to the extent set forth in Section 4.03(b). The City shall have the first and prior claim to seven and five-tenths percent (7.5%) of the Incremental Taxes generated from the Redevelopment Area (except those Incremental Taxes generated by the Project Site) for the sole purpose of reimbursing the City for tax increment financing related administrative costs constituting the City Fee. Such payments shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to make such payments prior to any payment of City Funds hereunder. Although it is the City's present intent to utilize a portion of the purchase price for the Project Site to repay the indebtedness described in clause (ii) above, the City shall have the right to use Incremental Taxes to pay such indebtedness.

(d) **Allocation Among Line Items.** Disbursements for expenditures related to T.I.F.-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of D.P.D., being prohibited; provided, however, that such transfers among line items, in an amount not to exceed One Hundred Thousand Dollars (\$100,000) individually or Five Hundred Thousand Dollars (\$500,000) in the aggregate, may be made without the prior written consent of D.P.D.

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for providing Equity or Lender Financing for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds.

4.07 Cost Of Issuance; Assignability Of City Note.

The Developer shall be responsible for paying all costs relating to the issuance of the City Note, including costs relating to the opinion described in Section 5.09 hereof. The Developer may sell, assign or otherwise transfer [its interest] in the City Note in whole or in part to any institutional purchaser which will advance funds to

Developer in the form of a loan or grant (each, a "Note Transferee"), provided that (A) D.P.D. approves of the terms and conditions of each transfer of the City Note and each Note Transferee, including the right of the City to receive an "investment letter" from such Note Transferee substantially in the form attached as (Sub)Exhibit ___; and (B) each said advance of funds is documented in a manner reasonably satisfactory to the City.

4.08 D.P.D. Commissioner's Discretion.

In order to facilitate Developer's ability to use the City Note as collateral for financing/obtaining Equity, notwithstanding anything herein to the contrary, the Commissioner of D.P.D., acting in his or her sole discretion, may modify the terms of the payment schedule made by the City under the City Note (so long as no changes are made to the interest rate or to increase the maximum principal amount of the City Note) and the terms of this Agreement which require the continued operation of the Project as a film/television studio complex including, without limitation, Section 8.06.

4.09 Preconditions Of Disbursement; Execution Of Certificate Of Expenditure.

Starting from the date the Developer makes its first request and no more than once every three (3) months thereafter, upon request of the Developer and upon compliance with the requirements of this Section 4.09, the City shall execute and deliver a Certificate of Expenditure in the form attached to the City Note. Such Certificates of Expenditure shall evidence Redevelopment Project Costs and T.I.F.-Funded Improvements. The most recent Certificate of Expenditure issued with respect to the City Note shall be conclusive evidence of the outstanding principal balance of the City Note, less any principal payments thereafter made with respect to such City Note. Prior to each disbursement of City Funds hereunder and execution of a Certificate of Expenditure by the City, the Developer shall submit documentation regarding the applicable expenditures to D.P.D., which shall be satisfactory to D.P.D. in its sole discretion. Delivery by the Developer to D.P.D. of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

- (a) the total amount of the request for Certificate of Expenditure represents the actual cost of the Property or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;
- (b) all amounts shown as previous payments on the current request for Certificate of Expenditure have been paid to the parties entitled to such payment;
- (c) the Developer has approved all work and materials for the current request

for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City T.I.F. Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within ten (10) days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of execution of a Certificate of Expenditure, including but not limited to requirements set forth in the T.I.F. Ordinance, this Agreement and/or the Escrow Agreement.

Section 5.

Conditions Precedent.

As a condition precedent to closing on the Closing Date, the conditions specified in Section 5.01 through Section 5.15 below shall be complied with to the City's

satisfaction within the time periods set forth below or, if no time period is specified, not less than five (5) business days prior to the Closing Date:

5.01 Project Budget.

The Developer shall have submitted to D.P.D. and D.P.D. shall have approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings And Plans And Specifications.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, the Scope Drawings and Plans and Specifications for the Project in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

The Developer shall have obtained planned development zoning approval for the Project and secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof to D.P.D.

5.04 Financing.

The Developer shall have furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer (and specifically C.C.S.I.M.) shall have furnished proof as of such closing date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. Prior to such Closing Date, the Developer shall deliver to D.P.D. a copy of any construction escrow agreement between Developer and any applicable Lender. Any liens against the Property in existence at such Closing Date shall be subordinated to certain covenants that run with the land in favor of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition And Title.

On the Closing Date, consistent with the provisions of Section 3.13, the City shall convey the Project Site to the Operating Company. On the Closing Date, the Developer shall furnish the City with a copy of the Title Policy for the Property,

certified by the Title Company, showing the Operating Company as the named insured. The Title Policy shall be dated as of the Closing Date and shall contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit I hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy shall also contain such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer shall provide to D.P.D., prior to the Closing Date, certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence Of Clean Title.

The Developer, at its own expense, shall have provided the City with current searches under each of the Developer's individual corporate names and the names of Central City Holdings Corporation, Allison-Whitlock Incorporated, and Raleigh Enterprises L.L.C. (the "Developer Parties") as follows:

Secretary of State	U.C.C. search
Secretary of State	Federal tax search
Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against such persons or entities, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys.

The Developer shall have furnished the City with three (3) copies of the Survey.

5.08 Insurance.

The Developer, at its own expense, shall have insured the Project Site in accordance with Section 12 hereof and delivered to D.P.D. the certificates required pursuant to Section 12 evidencing the required coverages.

5.09 Opinion Of The Developer's Counsel.

The Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit M, with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in (Sub)Exhibit M hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

5.10 Evidence Of Prior Expenditures.

The Developer shall have provided evidence satisfactory to D.P.D. in its sole discretion, of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements.

The Developer (under each of its individual corporate names) shall have provided Financial Statements to D.P.D. for up to three (3) fiscal years of existence ending immediately prior to the Closing Date, and audited or unaudited interim financial statements for the last three (3) month period ending prior to such closing date.

5.12 Documentation.

The Developer shall have provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters, all Equity financing, all Lender Financing, all Use and Service Agreements (or other documents evidencing the commitment or interest of prospective and committed studio users), all advertising commitments (if any), all revenue-producing agreements and such other documents relating to the Project as D.P.D. may require.

5.13 Environmental.

Prior to the Closing Date, the City shall provide the Developer with copies of any environmental audits or similar reports completed with respect to the Project Site.

As provided in Section 11 of this Agreement, the City shall have enrolled the Project Site in the Illinois Voluntary Site Remediation Program (Title 35, Illinois Administrative Code (I.A.C.) Part 740) and shall obtain and deliver to the Developer, in connection with the closing on the Closing Date, an approved remedial plan (the "RA Plan") acceptable to the Illinois Environmental Protection Agency ("I.E.P.A.") with a draft form of an unrestricted No Further Remediation ("N.F.R.") letter (the "N.F.R. Letter") from the I.E.P.A. for the Project Site for industrial and/or commercial use achieved through implementation of the RA Plan that will involve, in part, the utilization of engineered barriers and institutional controls to be put in place by Developer and required to obtain a final N.F.R. Letter roughly equivalent to the draft N.F.R. Letter delivered at closing. The City and the Developer reserve the right to not close upon this Agreement if, in the view of the City or the Developer (as applicable): a) any of the environmental audits reveals the existence of material environmental problems that have not been considered in the established RA Plan; or b) the City or the Developer acquires additional information concerning the environmental condition of the Project Site which, in the City's or the Developer's (as applicable) reasonable determination, will result in additional delays or costs that will prevent the Developer from completing the Project in accordance with the terms of this Agreement, including the Project Budget or c) the City fails to deliver the RA Plan reasonably approved by the Developer that, if implemented by the Developer, will result in I.E.P.A. issuing the N.F.R. Letter for the Project Site. Prior to Closing Date, the D.P.D. will provide the Developer with a letter from the environmental engineer(s) who completed the environmental audit(s), authorizing the Developer to rely on such audits.

The City acknowledges that the Developer has facilitated and benefited the City's efforts to obtain the N.F.R. Letter for the Project Site by allowing the use of engineered barriers and other engineering and/or institutional controls as part of the RA Plan(s) in order to allow Hazardous Materials to remain in the soils to a greater extent than would otherwise be acceptable to obtaining the N.F.R. Letter. To the extent, however, that the remaining presence of Hazardous Materials causes the Developer to incur additional costs beyond One Million Dollars (\$1,000,000) not previously accounted for in Developer's Project Budget specifically related, limited to and involving the costs of off-site disposal of contaminated soil or Hazardous Materials, or the special handling of such contaminated soil or Hazardous Materials, which additional costs beyond One Million Dollars (\$1,000,000) were not included or contemplated in the Project Budget, pursuant to the Developer's prior negotiations with the City's Department of Environment ("D.O.E.") and D.P.D., after the Developer has expended One Million Dollars (\$1,000,000) for such environmental matters (the "Environmental Budgeted Amount"), the City shall indemnify and hold harmless Developer for any and all such afore-mentioned additional costs and expenses (for off-site disposal of contaminated soil or Hazardous Materials, or the special handling of such contaminated soil or Hazardous Materials) up to a limit of One Million Four Hundred Sixty-five Thousand Dollars (\$1,465,000) subject to the Developer having previously fully spent on account of such costs the Environmental Budgeted Amount.

The City's obligation to indemnify and hold harmless Developer for such additional environmental costs after the Developer has completely spent the Environmental Budgeted Amount for such costs, shall end upon the earlier of (i) the substantial completion of Project construction and (ii) the installation of permanent engineered barriers (e.g., the building foundation) and other engineering and/or institutional controls needed to allow Hazardous Materials to remain in the soils pursuant to the N.F.R. Letter.

5.14 Corporate Documents.

Each of the parties comprising the Developer shall provide a copy of its Articles of Organization or Articles of Incorporation, as applicable, containing the original certification of the Secretary of State of Illinois; certificates of good standing or existence from the Secretary of State of Illinois and all other states in which the Developer is qualified to do business; a managing member's or secretary's certificate in such form and substance as the Corporation Counsel may require attaching, among other things, a copy of Developer's operating agreement and consents for the transaction; and such other comparable documentation as the City may request for the Developer Parties.

5.15 Litigation.

The Developer shall provide to Corporation Counsel and D.P.D. a description of all pending or threatened litigation or administrative proceedings involving the Developer or the Developer Parties specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Conditions Precedent.

As conditions precedent to the issuance of the City Note at Closing and any subsequent increase in the principal balance of the City Note and to the payment of any City Funds, the Developer shall submit documentation of all such expenditures to D.P.D., which shall be satisfactory to D.P.D. in its sole discretion.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

(a) D.P.D. hereby acknowledges that C.C.S.I.M. [or Developer] has entered into a

Construction Contract dated _____, 200__ (including Design Services) with McHugh Construction Company or Turner Construction Company (either, the "General Contractor") without benefit of the process of soliciting bids usually required by the City for agreements such as this Agreement. The City hereby agrees to the selection of the General Contractor but retains the right to review and approve the Construction Contract to insure it complies with the terms of this Agreement (especially those set forth in this Section 6) and all applicable ordinances and laws. The Developer shall cause the General Contractor to solicit bids from qualified subcontractors eligible to do business with the City of Chicago, and shall submit all bids received to D.P.D. for its inspection and written approval. (i) For the T.I.F.-Funded Improvements, the Developer shall cause the General Contractor to select the subcontractor submitting the lowest responsible bid who can complete the applicable T.I.F.-Funded Improvements in a timely manner. If the General Contractor selects any subcontractor submitting other than the lowest responsible bid for the T.I.F.-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the T.I.F.-Funded Improvements, if the General Contractor selects any subcontractor who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. The Developer shall submit copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by D.P.D. and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor shall be limited to ten percent (10%) of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract.

Prior to the execution thereof, the Developer shall deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor selected for the Project in accordance with Section 6.01 above, for D.P.D.'s prior written approval, which shall be granted or denied within five (5) business days after delivery thereof. After the Closing Date, the Developer shall deliver to D.P.D. and Corporation Counsel a

copy of such contract certified to be true, correct and complete together with any modifications, amendments or supplements thereto. Prior to the Closing Date, the Developer shall again comply with the above procedures.

6.03 Performance And Payment Bonds.

Prior to commencement of construction for the Project, the Developer shall require that the General Contractor be fully bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form Number A311 or its equivalent [for] work performed in the public way. The City shall be named as co-obligee on such bond. The Developer shall also cause the General Contractor and all subcontractors to comply with all bonding and other requirements applicable to work in the public way, if such work is being performed.

6.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (M.B.E./W.B.E. Requirements; General Contractor only), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Construction Or Rehabilitation.

7.01 Certificate Of Completion Of Construction.

Upon completion of the construction of the Project in accordance with the terms of this Agreement and upon the Developer's written request, D.P.D. shall issue to

the Developer a certificate evidencing the respective completion or substantial completion (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to construct the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures. The City's issuance of such Certificate is subject to verification of actual Project costs, evidence of payment of all such costs, absence of liens or other claims against the Project, and satisfaction of the Developer's other obligations hereunder (excluding obligations which, under the terms of this Agreement, are not required to be performed as of such date).

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Section 8.02, 8.06, 8.19 and 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

Notwithstanding any of the provisions of the Agreement, except as set forth in Section 7.03(d) below, the holder of any mortgage (or any affiliate of such holder) authorized by the Agreement to provide Lender Financing (including any holder who obtains title to the Project Site as a result of foreclosure proceedings (or action in lieu thereof), shall not be obligated by the provisions of the Agreement to construct or complete the Project or to guarantee such construction or completion. In the event such mortgagee chooses not to construct or complete the Project, such mortgagee shall not be bound by the job creation and retention requirements of Section 8.06 or the Project utilization and continued operation requirements of

Section 8.20 of this Agreement; however, in the event such mortgagee chooses to construct or complete the Project, such mortgagee shall be bound by all covenants that run with the land comprising the Project Site.

7.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement;

(b) the right (but not the obligation) to complete those T.I.F.-Funded Improvements that are public improvements and to pay for the costs of T.I.F.-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Funded Improvements in excess of the available City Funds;

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the T.I.F. Bonds, if any, or the Empowerment Zone ("E.Z.") Bonds (if issued and placed with investors); and

(d) the right to exercise the right of reverter contained in the City's deed and reacquire title to the Project Site. The City's right to exercise the right of reverter shall be subject to the mortgage lien of any construction loan (including any of the E.Z. Bonds issued to finance construction) that is part of Lender Financing so long as such construction loan is secured by a mortgage lien that is subject to the covenants running with the land of the Project Site, but such lender shall not be obligated to construct or complete the Project. The City's right to exercise the right to reverter shall expire upon the issuance of the Certificate.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 8.

*Covenants/Representations/Warranties
Of The Developer.*

8.01 General.

The Developer represents, warrants and covenants that:

(a) the Operating Company is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) C.C.S.I.M. is an Illinois corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(c) each Developer Party executing this Agreement has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(d) the execution, delivery and performance by each Developer Party executing this Agreement has been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable, and does not and will not violate its organizational documents, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which any Developer Party is now a party or by which any Developer Party or the Property is now or may become bound;

(e) unless otherwise permitted pursuant to the terms of this Agreement, the Operating Company shall acquire and shall maintain good and marketable fee simple title to the Project Site free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(f) each Developer Party executing this Agreement is now and for the Term of the Agreement shall remain solvent and able to pay their respective debts as they mature;

(g) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending,

threatened or affecting any Developer Party executing this Agreement or the Project Site which would impair such party's ability to perform under this Agreement;

(h) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(i) no Developer Party executing this Agreement is in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which either it is a party or by which such Developer Party or the Property is bound;

(j) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(k) Developer shall not do and shall not permit any of the following to occur without the prior written consent of D.P.D. or as otherwise expressly contemplated herein: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures now or hereafter attached thereto) either directly or through a transfer of any direct or indirect or indirect ownership interests in the Developer prior to the fifth (5th) anniversary of the issuance of the Certificate pursuant to Section 7.01, except as provided in Section 18.15 hereof; (3) lease or sublease all or substantially all of the Project Site, provided, however, that the Developer shall be entitled to allow portions of the Project Site to be used pursuant to Use and Service Agreement(s); (4) enter into any transaction outside the ordinary course of the Developer's business; (5) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity other than a Developer Party or an individual owner thereof in connection with an undertaking given with respect to the Project; or (6) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(l) the Developer has not incurred, and, prior to the issuance of a Certificate for the Project shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Project Site other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget approved by D.P.D. for the Project and any refinancing of such Lender Financing consented to in writing by D.P.D.;

(m) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(n) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the 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 Designed Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (n) only, the term "affiliate", when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop and operate, or cause to be operated, the Property in accordance with this Agreement and all exhibits attached hereto, the T.I.F. Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, the Redevelopment Plan, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this section shall run with the land and be binding upon any transferee, subject to the termination of construction-related obligations in accordance with the issuance of a Certificate pursuant to Section 7.1.

8.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use Of City Funds.

City Funds disbursed to the Developer shall be disbursed to and used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the T.I.F.-Funded Improvements (either of which may be accomplished through repayment of the City Note) as provided in this Agreement.

8.05 Other Bonds.

The Developer shall, at the request of the City, agree to execute in a timely manner any reasonable amendments to this Agreement or other written undertakings that are necessary or desirable in order for the City to issue (in its sole discretion) any T.I.F. Bonds or other bonds in connection with the Project or the Redevelopment Area, the proceeds of which may be used for such purposes as, without limitation, reimbursing the City for expenditures made in connection with the T.I.F.-Funded Improvements and/or prepaying the City Note. The developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

The Developer acknowledges and agrees that the City shall have the right to prepay the City Note, without penalty or any other prepayment premium, at any time on or after the seventh (7th) anniversary of the Closing Date (unless earlier provided in the City Note), using the proceeds of T.I.F. Bonds or such other funds as the City may deem necessary or appropriate. If the City gives written notice of any such intended prepayment, then the Developer (or other permitted holder), within thirty (30) days of receipt of such notice, shall deliver to the City the outstanding City Note. Upon such delivery, the City shall pay to the Developer (or other permitted holder), from the proceeds of the T.I.F. Bonds or other funds deemed by the City to be appropriate, an amount equal to the outstanding principal balance of such City Note, plus all accrued interest thereon, as of the date of such delivery. The City may, as a condition to prepaying the City Note, require that the Developer provide as security for the performance of its obligations under this Agreement a letter of credit or new or amended junior mortgage, or both. The parties acknowledge and agree that the provisions of this Section 8.05 are intended to and shall be self-executing and that no amendment of this Agreement shall be required for the transactions contemplated by this Section 8.05 to be completed.

8.06 Job Creation And Retention; Covenant To Operate As A Studio.

Extrapolated for the Project from an "Economic Impact Study" prepared by Deloitte & Touche, when operating at an eighty percent (80%) utilization factor

principally through the spending of, and employment by, studio users and related businesses, the Project is projected to create as many as one thousand two hundred fifty (1,250) permanent jobs of which approximately two hundred thirty-five (235) will be full-time annual equivalent jobs. The approximate one thousand two hundred fifty (1,250) permanent jobs to be created by the Project, generally higher paying industry related jobs including many trade union jobs, are roughly comprised of (i) approximately one thousand (1,000) film and television productions jobs (i.e., estimated assuming two hundred fifty (250) employees per stage at eighty percent (80%) utilization, (ii) employees of the production company tenants, (iii) approximately two hundred thirty-five (235) construction jobs, and (iv) approximately fifteen (15) to twenty (20) studio operations jobs (employees of the Operating Company required to operate and maintain the facilities). Starting on February 1 after the year in which the Operating Company begins to conduct business as a studio at the Project, and on each February 1 thereafter, Operating Company shall provide D.P.D. with a report for all jobs held by employees and/or independent contractors at the Project during the previous year.

For the remaining period the Redevelopment Area remains in effect, the Developer shall use its best efforts to maintain the Project Site as a film and television production studio. During the first (1st) year after the issuance of the Certificate, Developer shall use its best efforts to insure that the Project is used as a film and television studio during a minimum of twenty percent (20%) of the normal hours of operation of the Project. The Developer shall use its best efforts to insure that the percentage of hours the Project is used as a studio shall increase by not less than ten percent (10%) per year until reaching not less than forty percent (40%) during the third (3rd) year of operation, which level of operation Developer shall use its best efforts to maintain throughout the time the Project operates while the Redevelopment Area remains in effect. Pursuant to the definition of Available Incremental Taxes set forth herein, in the event the Project Site ceases to be used as a television and film studio or in a manner reasonably acceptable to D.P.D., the source of Available Incremental Taxes shall be limited as set forth in said definition.

8.07 Employment Opportunity; Progress Reports.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%) and one hundred percent (100%) completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to

D.P.D. which shall outline, to D.P.D.'s satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of any Developer Party may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

8.11 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled,

or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure Of Interest.

Other than Stephen A. Allison, Esq., one of the owners of Developer and Operating Company's counsel, no other Developer's or Operating Company's counsel has a direct or indirect financial ownership interest in the Developer, the Operating Company, the Property or any other aspect of the Project.

8.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for each of the Developer's fiscal year ended December 31, 2004 and each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

8.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 hereof applicable to the Developer.

8.15 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question.

(b) Right To Contest. The Developer shall have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently

instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall promptly notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project (subject to the understanding in Section 5.13 regarding environmental matters) are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. If any such mortgage has been recorded prior to the Closing Date, the mortgagee shall execute a limited subordination agreement subordinating such mortgage lien to the covenants of this

Agreement that run with the land. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall promptly transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

a) Governmental Charges.

(i) Payment Of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right To Contest. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option:

(A) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(B) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested

Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment Of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property that is necessary to support the payment at City Funds hereunder ("Minimum Assessed Value") is shown on (Sub)Exhibit N attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit N; (B) (Sub)Exhibit N sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit N.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction In Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit N for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Project up to (but not above) the Minimum Assessed Value as shown in (Sub)Exhibit N.

(v) Covenants Running With The Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released on the earlier of (A) the date when the Redevelopment Area is no longer in effect, or, (B) the date when the Developer repays the City all City Funds paid to the Developer pursuant to this Agreement and the City Notes. The Developer agrees that any sale, lease, conveyance or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c).

(vi) Inapplicability Upon Issuance Of T.I.F. Bonds. The provisions of this Section 8.19(c) shall no longer apply during such time as any tax-exempt T.I.F. Bonds are outstanding.

(d) Insurance. In addition to the insurance required pursuant to Section 12 hereof, the Developer shall procure and maintain the following insurance:

(i) During construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

8.20 Project Utilization; Continued Operation.

Developer agrees to use the Project Site as a film and television studio facility or

some other use reasonably acceptable to D.P.D. as set forth in the definition of Available Incremental Taxes included herein. Failure by Developer to maintain the use of the Project as set forth in the definition of Available Incremental Taxes included herein shall be an Event of Default for which the City's sole remedy shall be to limit the Available Incremental Taxes available for repayment of the City Note as said limitation is set forth in the definition of Available Incremental Taxes included herein. Notwithstanding anything herein to the contrary, Developer shall be required to give the City at least sixty (60) days prior written notice of its intent to change the use of the Project Site from that of a film and television studio facility.

8.21 Public Benefits Program.

As consideration for the City Funds, the Developer shall provide the City with certain public benefits as more specifically set forth in (Sub)Exhibit P hereto.

8.22 Job Readiness Training.

The Developer shall work with the Mayor's Office of Workforce Development ("M.O.W.D.") to determine appropriate job readiness or other training programs designed to recruit and train individuals for new jobs created by the Project. Alternatively, M.O.W.D., in its sole discretion, may consent to the Developer's retention of a locally-based job training organization, through which the Developer shall accomplish such recruitment, training and employment objectives. The predominance of individuals hired for the newly created jobs must reside in the surrounding neighborhood area, as determined by D.P.D. and M.O.W.D.

In an effort to facilitate further and significant hiring to fill the jobs created by the Project from residents of the Lawndale neighborhood, Developer shall engage the services of the North Lawndale Employment Network (or a similar neighborhood organization acceptable to the City, acting in its sole discretion) through M.O.W.D. to source and train an additional qualified pool of at least [thirty (30) -- one hundred (100)] Lawndale residents. The Operating Company will also endeavor to hire at least thirty-five percent (35%) of its employees (but will have a goal of hiring up to seventy-five percent (75%) of its employees) from the pool of eligible candidates sourced and trained by the North Lawndale Employment Network, to fill the studio operation jobs the Operating Company directly controls. M.O.W.D. has been notified of this project and will work closely with the developer on job training and placement issues.

8.23 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate

and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto as well as the delivery of the deed conveying the Project Site, and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto as well as the delivery of the deed conveying the Project Site, and be in effect throughout the Term of the Agreement.

Section 10.

Developer's Employment Obligations.

10.01 Employment Opportunity.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupancy of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property,

so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the Property for the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Purchasing Agent, the Commissioner of

D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work on the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that one twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget for the Project (the product of one twentieth of one percent (.0005) x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-42, 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 10.03, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit H-2 thereto) shall be expended for contract participation by M.B.E.s and by W.B.E.s:

- i. At least twenty-four percent (24%) by M.B.E.s.
- ii. At least four percent (4%) by W.B.E.s.

If the Developer seeks to exclude any items on (Sub)Exhibit H-2 from the M.B.E./W.B.E. Budget, the Developer must, no later than three (3) weeks prior to City Council introduction, provide D.P.D. for approval with a list of those items and the estimated cost of each item.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's 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 Project to one (1) or more M.B.E.s or W.B.E.s, or 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 10.03. 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 monthly 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.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in 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 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, or prior to the execution of this Agreement, whichever comes first, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's

monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that 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 10.03 shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 11.

Environmental Matters.

The City hereby represents and warrants to the Developer that the City has conducted environmental studies or conducted such environmental due diligence as it deems sufficient to obtain a draft N.F.R. Letter from the appropriate regulatory authorities. Prior to the Closing Date, the City enrolled the Project Site in the Illinois Voluntary Site Remediation Program (Title 35, Illinois Administrative Code (I.A.C.) Part 740) and shall obtain and deliver to the Developer, prior to the Closing Date, an unrestricted N.F.R. Letter, as defined under 35 I.A.C. Part 740, for the Project Site for industrial/commercial use.

If the Developer develops sites in the Redevelopment Area in addition to the Project Site, the Developer, at the Developer's expense, shall undertake any necessary remediation required under Environmental Laws with respect to those sites other than the Property and shall provide the City with a certification of such compliance, together with any environmental reports, N.F.R. Letters, federal and state approvals and such other documents as D.P.D. may reasonably request.

Section 12.

Insurance.

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense (or the expense of the party required to provide such

insurance), during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior To Execution And Delivery Of This Agreement.

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(b) Construction.

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense and contractual liability (with no limitation

endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance.

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall include contractual liability. When policies

are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, Contractor's Pollution Liability shall be provided with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(c) Other Requirements.

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the earlier of (i) the Developer's entry onto the Project Site to perform any site preparation work to which the City may consent, and (ii) the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer shall submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the

City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the Contractor, or subcontractors. All Contractors and subcontractors shall be subject to the same requirements (Section C) of Developer unless otherwise specified herein.

If the Developer, Contractor or subcontractor desires additional coverages, the Developer, Contractor and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 13.

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) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement or (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, upon reasonable notice to the Developer, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) business days notice, any authorized representative of the City

shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section 15.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

- (a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement for the Project if such failure may have a material adverse affect on the Developer's business, property, assets or financial condition;
- (b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition;
- (c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;
- (e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if

such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an Event of Default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer, unless, in the case of the death of such natural person, the Developer, within thirty (30) days of such death, establishes to the satisfaction of D.P.D., in D.P.D.'s sole discretion, that it is able to fulfill its obligations under this Agreement notwithstanding such death;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

(k) a breach of the job reporting covenant in Section 8.06 or the facility utilization requirements in Section 8.20 which is not cured within the applicable cure period provided therein or herein.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning directly or indirectly in excess of thirty-three percent (33%) of the Developer's membership interests.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief, the

specific performance of the agreements contained herein and, prior to the commencement of construction of the Project, exercise of the City's right of reverter to reacquire title to the Project Site. Notwithstanding anything in this Section 15.02 to the contrary, an Event of Default shall not relieve the City of its obligations under the City Note and as between the City and any Note Transferee such obligations shall continue to exist in accordance with its terms notwithstanding any Event of Default or any action or inaction of the Developer or any other person; however, the parties hereto acknowledge, agree and understand that in the event the Project shall cease to function as a film and television studio then the source of Available Incremental Taxes available to repay amounts due under the City Note shall be limited as set forth in the definition of Available Incremental Taxes included herein.

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement (other than the covenants in Section 8.06 and 8.20, which shall have the cure periods specified therein), notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 16.

Mortgaging Of The Project.

Any and all mortgages, deeds of trust and collateral assignments of beneficial interest in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit I hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are

referred to herein as the "Existing Mortgages". Any mortgage, deed of trust or collateral assignment of beneficial interest that the Developer may hereafter elect to execute and record or execute with respect to the Property or any portion thereof, and which satisfies the refinancing conditions set forth in Section 16(c) below, is referred to herein as a "New Mortgage". The Existing Mortgage(s) and New Mortgage(s) are referred to herein collectively as the "Mortgage(s)", and the holder of any such Mortgage is referred to herein as a "Mortgagee". It is hereby agreed by and between the City and the Developer as follows:

(a) Acceptance Of Assignment. In the event that any Mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement (other than the payment of City Funds, which shall not occur unless the City, in its sole discretion, elects to permit such payment) so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder. However, if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible.

(b) Non-Acceptance Of Assignment. In the event that any Mortgagee or other party succeeding to the Developer's interest in the Property or portion thereof does not expressly accept an assignment of the Developer's interest hereunder, such party shall be bound only by those provisions of this Agreement which are covenants expressly running with the land (being those covenants identified in Section 7.02 hereof).

(c) Permitted Refinancing Of Existing Mortgages. The Developer shall not be permitted to refinance the Existing Mortgages prior to the issuance of the Certificate. After such issuance, the Developer shall be permitted to refinance the Existing Mortgages and execute and record one or more New Mortgages against the Property with the prior written consent of the Commissioner of D.P.D., which consent shall not be unreasonably withheld or delayed so long as the principal amount of all then-existing financing and refinancing (whether secured or unsecured) does not exceed the actual total Project costs, as computed by the City at the time of the issuance of the Certificate. The City shall never have any obligation to pay any City Funds to any lender providing financing or refinancing unless the City, in separate written agreement, commits to making such payment.

Section 17.

Notice.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If To The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
Finance and Economic Development
Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

If To The Developer:

Central City Studios, L.L.C.
In care of Stephen A. Allison, Esq.
225 West Wacker Drive, Suite 2800
Chicago, Illinois 60606

with copies to:

Neal, Murdock & Leroy, L.L.C.
203 North LaSalle Street, Suite 2300
Chicago, Illinois 60601
Attention: Langdon D. Neal

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier

and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 18.

Miscellaneous.

18.01 Amendment.

This Agreement and the exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement (Sub)Exhibit D hereto without the consent of any party hereto.

18.02 Entire Agreement.

This Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party

with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one (1) or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability.

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

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances and the T.I.F. Bond Ordinances, if any, such ordinance(s) shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval.

Wherever this Agreement provides for the approval or consent of the City, D.P.D. or the Commissioner, or any matter is to be to the City's, D.P.D.'s or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, D.P.D. or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment; Profit Sharing Upon Project Transfer.

Prior to the issuance by the City to the Developer of the Certificate for the Project, except as allowed in Section 4.07 of this Agreement, the Developer may not sell, assign or otherwise transfer its interest in this Agreement or the City Note in whole or in part without the written consent of the City acting in its sole discretion. Notwithstanding the issuance of such Certificate, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, for the Term of the Agreement. Notwithstanding anything herein to the contrary, the City shall have no obligation to pay any City Funds to any transferee or assignee of the City Note unless the City, acting in its sole discretion, has given prior written consent to the transfer of the applicable City Note. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

Upon transfer of the Project at any time prior to the tenth (10th) anniversary of the issuance of the Certificate, as set forth in Section 7.01, if the Project generates Extraordinary Profits the City shall share in any Extraordinary Profits realized from operations and from the return on investment resulting from the sale by receiving a cash payment from the Developer in an amount equal to fifty percent (50%) of Extraordinary Profits.

18.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein).

18.17 Force Majeure.

Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of the State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Construction Of Words.

The use of the singular form of any word herein includes the plural and vice versa. The words "herein", "hereof" and "hereunder", and other words of similar import

refer to this Agreement as a whole and not to any particular article, section or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to". Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires.

18.21 Dates Of Performance.

If any date for performance made under this Agreement falls on a Saturday, Sunday or other day which is a holiday under federal or under state law, the date for such performance will be the next succeeding business day.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Attest: Central City Studios, L.L.C., an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

Central City Studios Initial Member S Corporation, an Illinois corporation

By: _____

Its: _____

City of Chicago

By: _____

Commissioner, Department of Planning and Development

Given under my hand and official seal this _____ day of _____, 200__.

Notary Public

My commission expires: _____

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 200__.

Notary Public

My commission expires: _____

[(Sub)Exhibits "A", "B", "C", "E", "F", "G", "J", "K", "N" and Certificate of Insurance referred to in this Redevelopment Agreement with Central City Studios unavailable at time of printing.]

[(Sub)Exhibit "D" referred to in this Redevelopment Agreement with Central City Studios constitutes Exhibit "B" to ordinance and printed on pages 67742 through 67748 of this *Journal*.]

(Sub)Exhibits "B-2", "H-1", "H-2", "I", "L" and "M" referred to in this Redevelopment Agreement with Central City Studios read as follows:

(Sub)Exhibit "B-2".
(To Amended And Restated Central City Studios Redevelopment Agreement)

Phase II Site Legal Description.

That part of the west half of the southeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, which is bounded on the north by the southerly line of West Fifth Avenue, on the east by the west line of South Kildare Avenue, on the south by the northerly line of the Baltimore and Ohio Chicago Terminal Railroad Company's right-of-way and on the west by the east line of South Kostner Avenue, and more particularly bounded and described as follows:

commencing at the point of intersection of the southerly line of West Fifth Avenue with the east line of South Kostner Avenue; running thence north 71 degrees, 07 minutes, 21 seconds east along the southerly line of said West Fifth Avenue, 645.80 feet, more or less, to its intersection with the west line of South Kildare Avenue; thence south 00 degrees, 00 minutes, 13 seconds west along the west line of said South Kildare Avenue, 803.68 feet, more or less, to its intersection with the northerly line of said Baltimore and Ohio Chicago Terminal Railroad Company's right-of-way; thence north 89 degrees, 26 minutes, 09 seconds west along the northerly right-of-way line of said Baltimore and Ohio Chicago Terminal Railroad, 611.04 feet, more or less, to its intersection with the east line of said South Kostner Avenue; thence north 00 degrees, 00 minutes, 00 seconds east along the east line of said South Kostner Avenue, 588.72 feet, more or less, to its intersection with the southerly line of said West Fifth Avenue and the place of beginning, in Cook County, Illinois.

Containing 426,358.8 square feet.

(Sub)Exhibit "H-1".
 (To Amended And Restated Central City
 Studios Redevelopment Agreement)

Project Budget.

Uses

Total Pre-Development Costs:	\$ 885,000
Total Development Costs:	43,407,071
-- Hard Construction Costs	37,744,278
-- Non-Depreciable Soft Construction/ Development Costs	4,197,793
-- Land Acquisition Cost (Phase 1 Parcel)	1,465,000

Equipment

Total Other Costs:	12,390,253
-- Debt Service Reserve Fund (12 months P&I)	2,650,325
-- Capitalized Interest Fund (December 1, 2005 through August 1, 2007)	2,936,035
-- Cost of Issuance (I.F.A. Bonds)	1,087,650
-- Underwriter's Discount	969,947
-- Bond Insurance	593,600
-- Project Management Fee	782,230
-- City Film Office (California)	225,000
-- Deferred Development Fees	2,498,750
-- Working Capital and Start-Up Operating Costs	646,716

Contingency/Rounding (34,880)

TOTAL: \$56,647,444

(Sub)Exhibit "H-2".
 (To Amended And Restated Central City
 Studios Redevelopment Agreement)

M.B.E./W.B.E. Project Budget.

The designated Developer(s), both Central City Studios, L.L.C. (the "Operating Company") and Central City Studios Initial Members S Corp. ("C.C.S.I.M.") are Minority Business Enterprises (an "M.B.E."), and the owners of the Operating Company are M.B.E.s.

Consistent with the terms, purpose and intent of both the Minority-Owned and Women-Owned Business Enterprise Procurement Program ("Procurement Program") and Minority and Women-Owned Business Enterprise Construction Program ("Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), at least the following percentages of the M.B.E./W.B.E. Budget as set forth below shall be expended for contract participation by M.B.E.s and W.B.E.s. Such M.B.E./W.B.E. participation is estimated to be at least twenty-four percent (24%) and four percent (4%), respectively:

Pre-Development Costs:

Consulting Fees, et cetera	\$ 350,000
Legal Counsel	<u>125,000</u>
Subtotal:	\$ 475,000

Development Costs:

Hard Construction Costs

-- Environmental	\$ 50,000
-- Site work	250,000
-- Sound Stage/Service Area	8,500,000
-- Production Offices	1,500,000
-- Mill Shop	<u>\$ 200,000</u>
Subtotal:	\$10,500,000

Soft Construction/Development Costs

-- Architects and Engineers	\$ 458,044
-- Consulting Fees, et cetera	180,000
-- Legal Counsel	175,000
-- NMTC Financing Origination Fees	<u>26,250</u>
Subtotal:	\$ 839,294

Other Costs:

Project Management Fee	\$ 782,230
Deferred Development Fees/Developer Note	1,993,750
Start-up Operating Costs	<u>435,000</u>
Subtotal:	\$ 3,210,980

Total M.B.E./W.B.E. Budget	\$15,025,274*
24% M.B.E.	\$12,878,807
4% W.B.E.	\$ 2,146,468

* Based on preliminary construction budget and other estimates; thereby subject to change and possible adjustment by way of reduction or increase with the consent and approval of the commissioner of D.P.D.

(Sub)Exhibit "I".
 (To Amended And Restated Central City
 Studios Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "L".
 (To Amended And Restated Central City
 Studios Redevelopment Agreement)

T.I.F.-Funded Improvements.

Line Item	Costs

(Sub)Exhibit "M".
(To Amended And Restated Central City
Studios Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City];

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business

and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization] , has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing.

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's
Counsel unavailable at time of printing.]

Exhibit "B".
(To Ordinance)

Form Of Note R-1.

Registered
Number R-1

Maximum Amount
\$10,478,746

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note
(Roosevelt/Cicero Redevelopment Project),
Series [A].

Registered Owner: [Central City Initial Members S Corp. -- Developer]

Interest Rate: Eight percent (8%) per annum

Maturity Date: _____, _____ [maximum of twenty (20) years from
issuance date]

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Developer (as defined in the hereinafter defined Redevelopment Agreement) to pay costs of the Project (as hereinafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid. Principal of and interest on this Note shall be paid from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) on the fifteenth (15th) day of February of each year (each a "Payment Date") until the earlier of Maturity or until this Note is paid in full commencing on the latter of (a) February 15, 2008 or (b) the first Payment Date following delivery (as defined in the hereinafter defined Redevelopment Agreement) pursuant to Section 7.01 of the Redevelopment Agreement. The unpaid accumulated interest and principal balance of this Note shall be paid on each Payment Date in accordance with the amortization schedule set forth in (Sub)Exhibit A attached hereto, which (i) has been [and upon any subsequent revision must be] approved by the Commissioner of the City Department of Planning and Development and/or the City Comptroller and (ii) shall be adjusted upon

issuance of the Certificate (as defined in the Redevelopment Agreement). The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to Ten Million Four Hundred Seventy-eight Thousand Seven Hundred Forty-six Dollars (\$10,478,746) for the purpose of paying the costs of certain eligible redevelopment project costs incurred by [Central City Studios Initial Members S Corp or Developer], which were incurred in connection with having acquired real property and constructed and otherwise developed thereon an approximately one hundred eighty-three thousand (183,000) square foot new film and television studio facility (the "Project") in the Roosevelt/Cicero Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an Ordinance adopted by the City Council of the City on _____, [2006] (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of

This Note. The principal of this Note is subject to redemption on any date, as a whole or in part, any time on or after (but not before) February 15, 2013 at a redemption price of: (a) one hundred three percent (103%) of the principal amount thereof being redeemed, if such redemption is made on or after February 15, 2013 and on or before February 14, 2014; (b) one hundred two percent (102%) of the principal amount thereof being redeemed, if such redemption is made on or after February 15, 2014, and on or before February 14, 2015; (c) one hundred one percent (101%) of the principal amount thereof being redeemed, if such redemption is being made on or after February 15, 2015 and before February 15, 2016 and (d) one hundred percent (100%) of the principal amount thereof being redeemed if such redemption is on or after February 15, 2016. Other than as set forth above, there shall be no prepayment penalty and notice of any such redemption shall be sent by registered or certified mail not less than five (5) business days nor more than sixty (60) business days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement (defined below), and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of _____, [2006] by and among the City, Central City Studios Initial Members S Corp. and Central City Studios, L.L.C. (the "Redevelopment Agreement"), the Registered Owner has agreed to acquire and construct the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of \$_____ shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section(s) [15.02, _____ and _____] of the Redevelopment Agreement, the City has reserved the right to alter the sources of repayment for payments of principal and of interest on this Note upon the occurrence of certain conditions, which may affect the amount of payments hereunder. Such rights to alter repayment sources shall survive any transfer of this Note. [Any specific conflict between the terms of this note and the Redevelopment Agreement shall be resolved pursuant to the terms of the Redevelopment Agreement.]

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, [2006].

Mayor

[Seal]

Attest:

City Clerk

Registrar and Paying Agent:

Certificate
Of
Authentication

Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Roosevelt/Cicero Redevelopment Project), Series A, of the City of Chicago, Cook County, Illinois.

City Comptroller

Date: _____

Principal Payment Record.

Date Of Payment	Principal Payment	Principal Balance Due
		\$10,478,746.00
February 15, 2009	\$ 128,746.00	10,350,000.00
February 15, 2010	450,000.00	9,900,000.00
February 15, 2011	750,000.00	9,150,000.00
February 15, 2012	800,000.00	8,350,000.00
February 15, 2013	850,000.00	7,500,000.00
February 15, 2014	1,050,000.00	6,450,000.00
February 15, 2015	1,050,000.00	5,400,000.00
February 15, 2016	1,050,000.00	4,350,000.00
February 15, 2017	1,050,000.00	3,300,000.00

Date Of Payment	Principal Payment	Principal Balance Due
February 15, 2018	\$1,050,000.00	\$2,250,000.00
February 15, 2019	1,050,000.00	1,200,000.00
February 15, 2020	1,050,000.00	150,000.00
February 15, 2021	150,000.00	0

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____
Registered Owner

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

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

City of Chicago
 Department of Planning and Development

By: _____

Its: _____

Exhibit "C".
(To Ordinance)

Form Of Certificate Of Expenditure.

(Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$10,478,746 Tax Increment Allocation Revenue Note
(Central City Studios Initial Members S Corp.
Redevelopment Project, Series _____) (the
"Redevelopment Note")

This Certificate is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on _____, _____ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$_____, including the amount of this Certificate and less payment made on the Note.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of (Date).

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated By:

Registrar

Exhibit "D".
(To Ordinance)

Legal Description Of Property.

That part of the west half of the southeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, which is bounded on the west by the east line of South Kostner Avenue, on the north by the Baltimore & Ohio Chicago Terminal Railroad Company, on the east by the west line of South Kildare Avenue and on the south by the north line of West Roosevelt Road, and more particularly described as follows:

beginning at the point of intersection of the east line of South Kostner Avenue with the north line of West Roosevelt Road; running thence north 00 degrees, 00 minutes, 00 seconds east along said east line of South Kostner Avenue, 787.63 feet to the southwest corner of Lot 26 in Cady's Subdivision of Lot 3 in DeWolf's Subdivision of the west 27 acres, lying south of Barry Point Road of the west half of the southeast quarter of Section 15 aforesaid; thence south 89 degrees, 59 minutes, 46 seconds east along the south line of Lots 26 to 32, both inclusive, in Cady's Subdivision aforesaid, 173.84 feet to the southeast corner of said Lot 32, said corner also being a point on the west line of Lot 2 in the subdivision of Lot 2 and the west 1/4 acres of Lot 1 of Lyman E. DeWolf's Subdivision, aforesaid, 21.58 feet south of the northwest corner thereof; thence south 89 degrees, +26 minutes, 09 seconds east along a line that is 21.58 feet south of and parallel with the north line of said Lot 2, a distance of 228.39 feet to a point in the east line of said Lot 2, said point also being a point on the west line of Lot 49 in L. W. Stone's Subdivision of part of Lot 1 of DeWolf's Subdivision aforesaid, 85.52 feet south of the northwest corner of said Lot 49; thence south 00 degrees, 00 minutes, 13 seconds west, a distance of 4.48 feet to a point 90.00 feet south of said northwest corner; thence north 88 degrees, 11 minutes, 23 seconds east along a line 90.00 feet south of and parallel with the north line of Lots 41 to 49, both inclusive, in L. W. Stone's Subdivision aforesaid (said line also being the south right-of-way line of railroad), a distance of 209.13 feet to a point on the west line of South Kildare Avenue; thence south 00 degrees, 00 minutes, 13 seconds west along said west line of South Kildare Avenue, a distance of 791.64 feet to its intersection with the north line of West

Roosevelt Road; thence north 89 degrees, 36 minutes, 41 seconds west along said north line of West Roosevelt Road, a distance of 611.20 feet to its intersection with the east line of South Kostner Avenue aforesaid and the point of beginning, in Cook County, Illinois,

containing 481,511.8 square feet.

APPROVAL OF TAX INCREMENT FINANCING REDEVELOPMENT
PLAN FOR 26TH AND KING DRIVE REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving a redevelopment plan for the 26th and King Drive Tax Increment Financing Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the 26th and King Drive Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, By authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") and pursuant to Section 5/11-74.4-5(a) of the Act, the City's Department of Planning and Development established an interested parties registry and, on August 3, 2005, published in a newspaper of general circulation within the City a notice that interested persons may register in order to receive information on the proposed designation of the Area or the approval of the plan; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since July 29, 2005, being a date not less than ten (10) days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 05-CDC-78 on August 9, 2005 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on August 15, 2005, which is within a reasonable time after the adoption by the Commission of Resolution 05-CDC-78 to: (a) all residential addresses that, after

a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on August 12, 2005, by publication in the *Chicago Sun-Times* or *Chicago Tribune* on September 12, 2005 and September 19, 2005, and by certified mail to taxpayers within the Area on September 19, 2005; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on September 2, 2005 at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on October 11, 2005; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 05-CDC-93 attached hereto as Exhibit B, adopted on October 11, 2005, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study), testimony from the Public Meeting and the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

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

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

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

b. the Plan:

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

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

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

d. the Plan will not result in displacement of residents from inhabited unit.

SECTION 4. Approval Of The Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers Of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

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

SECTION 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance
printed on page 67813 of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

26th And King Drive Redevelopment Project Area

*Tax Increment Finance District
Eligibility Study, Redevelopment Plan And Project*

July 28, 2005.

1.

Executive Summary.

In May of 2005, S. B. Friedman & Company was engaged to conduct a Tax Increment Financing Eligibility Study (the "Eligibility Study") for the proposed 26th and King Drive Redevelopment Project Area. This report details the eligibility factors found within the proposed 26th and King Drive Redevelopment Project Area in support of its designation as a "conservation area" within the definitions set forth in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), and thus in support of its designation as the 26th

and King Drive Redevelopment Project Area (the "26th and King Drive R.P.A." or "R.P.A."). In addition, since the Eligibility Study has determined that the R.P.A. qualifies as a conservation area, this report also contains the Redevelopment Plan and Project (the "Redevelopment Plan" or "Redevelopment Plan and Project") for the 26th and King Drive R.P.A.

The 26th and King Drive R.P.A. is located within the near south side community area ("Community Area") of the City of Chicago and encompasses the Mercy Hospital Campus. The R.P.A. is generally bounded by 25th Street on the north, 26th Street on the south, Dr. Martin Luther King, Jr. Drive on the east and the alley west of Michigan Avenue of the west. The R.P.A. is regular in shape, consists of thirteen (13) tax parcels on two (2) blocks and is located wholly within the City of Chicago.

Determination Of Eligibility.

This Eligibility Study concludes that the 26th and King Drive R.P.A. is eligible for Tax Increment Financing ("T.I.F.") designation as a "conservation area" because fifty percent (50%) or more of the structures in the area are thirty-five (35) years in age or older, and because the following five (5) eligibility factors have been found to be present to a meaningful extent and reasonably distributed throughout the R.P.A.:

1. deterioration;
2. inadequate utilities;
3. excessive vacancies;
4. obsolescence; and
5. deleterious land-use/layout.

Redevelopment Plan, Goal, Objectives And Strategies.

Goal. The overall goal of the Redevelopment Plan is to reduce or eliminate the conditions that qualify the 26th and King Drive R.P.A. as a conservation area and to provide the mechanisms necessary to support public and private development and improvements in the R.P.A.. This goal is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment.

Objectives. Eight (8) broad objectives support the overall goal of area-wide revitalization of the 26th and King Drive R.P.A.. These include:

1. provide resources for the rehabilitation, modernization and/or expansion of the Mercy Hospital;

2. facilitate the redevelopment of the eastern half of the existing Mercy Hospital Campus by providing resources for site assembly and preparation, including demolition and environmental cleanup, where necessary;
3. provide public infrastructure where needed, including new streets, underground sewer and water systems, sidewalks, alleys and other public improvements in order to create a physical environment that is conducive to private development;
4. support residential development that accommodates a diverse economic and demographic mix of residents, including the development of new affordable housing;
5. provide adequate on- and off-street parking for visitors and residents within the R.P.A.;
6. provide opportunities for women-owned, minority-owned and locally-owned businesses to share in permanent and construction job opportunities associated with the redevelopment of the 26th and King Drive R.P.A.;
7. support job training and welfare to work programs and increase employment opportunities for area residents; and
8. provide daycare assistance as necessary to support the employees of the Mercy Hospital.

Strategies. These objectives will be implemented through (4) four specific and integrated strategies. These include:

1. Facilitate Property Assembly, Demolition And Site Preparation.

Financial assistance may be provided to private developers seeking to acquire land and assemble and prepare sites in order to undertake projects in support of this Redevelopment Plan and Project.

To meet the goals of this Redevelopment Plan and Project, the City may acquire and assemble property throughout the R.P.A.. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain, through the Tax Reactivation program or other programs and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Site preparation may include such preparatory work as demolition of existing improvements and environmental remediation, where appropriate. Furthermore, the City may require

written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the City exercising its powers to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing this Redevelopment Plan and Project, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Plan. Relocation assistance may be provided to facilitate redevelopment of portions of the R.P.A. and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and/or financial assistance as determined by the City.

2. Implement Public Improvements. A series of public improvements throughout the 26th and King Drive R.P.A. may be designed and implemented to help define and create an identity for the area, prepare sites for anticipated private investment and create a more conducive environment for private development. Public improvements that are implemented with T.I.F. assistance are intended to complement and not replace existing funding sources for public improvements in the R.P.A.

These improvements may include improvement or development of new streets, streetscaping, street and sidewalk lighting, alleyways, underground water and sewer infrastructure, parks or open space and other public improvements consistent with the Redevelopment Plan and Project. These public improvements may be completed pursuant to redevelopment agreements with private entities or intergovernmental agreements with other public entities, and may include the construction, rehabilitation, renovation or restoration of public improvements on one (1) or more parcels.

3. Encourage Private Sector Activities And Support Rehabilitation Of Medical Facilities. Through the creation and support of public-private partnerships, or through written agreements, the City may provide financial and other assistance to encourage the private sector, including local property owners, to undertake rehabilitation and redevelopment projects and other improvements, in addition to programming such as job training and retraining, that are consistent with the goals of this Redevelopment Plan and Project, including the rehabilitation of Mercy Hospital.

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one (1) or several parcels (collectively referred to as "Redevelopment Projects").

The City requires that developers who receive T.I.F. assistance for market-rate housing set aside twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing or any successor agency. Generally, this means that affordable for-sale housing units should be priced at a level that is affordable to persons earning no more than one hundred percent (100%) of the area median income, and affordable rental units should be affordable to persons earning no more than sixty percent (60%) of the area median income. T.I.F. funds can also be used to pay for up to fifty percent (50%) of the cost of construction or up to seventy-five percent (75%) of interest costs for new housing units to be occupied by low-income and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act.

4. Develop Vacant And Underutilized Sites.

The redevelopment of vacant and underutilized properties within the 26th and King Drive R.P.A. is expected to stimulate private investment and increase the overall taxable value of properties within the R.P.A.. Development of vacant and/or underutilized sites is anticipated to have a positive impact on other properties beyond the individual project sites.

Required Findings.

The conditions required under the Act for the adoption of the Eligibility Study and Redevelopment Plan and Project are found to be present within the 26th and King Drive R.P.A.

1. The R.P.A. has not been subject to growth and development through investment by private enterprise or not-for-profit sources. This lack of investment is evidenced by the fact that the hospital has approximately Sixty-five Million Dollars (\$65,000,000) in deferred maintenance and facility rehabilitation and improvement needs, as outlined in Mercy Hospital's capital improvement budget.

Mercy Hospital has been and will continue to be unable to make significant investments in its facility because it is a not-for-profit hospital which relies heavily on state and federal government funding and is a Disproportionate Share Hospital as defined by the State, meaning that it serves a high proportion of Medicaid patients. Medicaid patients account for forty-three percent (43%) of all Mercy patients. Both of these factors limit the revenues of the hospital and the dollars available for facility improvements.

In addition, over the years, three (3) of the four (4) buildings have fallen into disuse and have become vacant. These properties have remained vacant primarily because the cost required to rehabilitate the buildings to modern standards cannot be supported by the private market. The improvements required to bring the buildings to modern standards are extensive, with significant renovations reportedly required to make the buildings marketable. The current hospital operations result in excess land that could be made available for development. However, the current level of infrastructure serving the site is insufficient to support private market redevelopment.

2. Without the support of public resources, the redevelopment objectives of the 26th and King Drive R.P.A. will most likely not be realized. T.I.F. assistance may be used to fund rehabilitation, land assembly, site preparation, infrastructure improvement and expansions to public facilities. Without the creation of the 26th and King Drive R.P.A., these types of projects are not likely to occur. Due to Mercy Hospital's mission of serving the economically and socially disadvantaged, it is unlikely that the hospital will have the resources available to upgrade and modernize its facility in the future. In addition, the site preparation and public infrastructure that is necessary to facilitate the redevelopment of the obsolete eastern portion of the campus are so extensive that it would most likely not be able to be absorbed by the private market on its own without public assistance.
3. The 26th and King Drive R.P.A. includes only the contiguous real property that is expected to substantially benefit from the proposed Redevelopment Plan and Project improvements.
4. The proposed land uses described in this Redevelopment Plan and Project will be approved by the Chicago Plan Commission prior to its adoption by the City Council.

2.

Introduction.

The Study Area.

This document serves as the Eligibility Study and Redevelopment Plan and Project for the 26th and King Drive Redevelopment Project Area. The 26th and King Drive R.P.A. is located within south side community area of the City of Chicago (the

“City”), in Cook County (the “County”). In May 2005, S. B. Friedman & Company was engaged to conduct a study of certain properties in this neighborhood to determine whether the area containing these properties would qualify for status as a “blighted area” and/or “conservation area” under the Act.

The Eligibility Study and Plan summarizes the analyses and findings of S.B. Friedman & Company’s work, which, unless otherwise noted, is the responsibility of S. B. Friedman & Company. The City is entitled to rely on the findings and conclusions of this Eligibility Study and Plan in designating the 26th and King Drive Redevelopment Project Area as a redevelopment project and under the Act. S. B. Friedman & Company has prepared this Eligibility Study and Plan with the understanding that the City would rely: 1) on the findings and conclusions of the Eligibility Study and Plan in proceeding with the designation of the 26th and King Drive Redevelopment Project Area and the adoption and implementation of the Plan, and 2) on the fact that S.B. Friedman & Company has obtained the necessary information to conclude that the 26th and King Drive Redevelopment Project Area can be designated as a redevelopment project area under the Act and that the Eligibility Study and Plan will comply with the Act.

The community context of the 26th and King Drive R.P.A. is detailed on Map 1. The 26th and King Drive R.P.A. is located within the near south side community area (“Community Area”) of the City of Chicago and encompasses the Mercy Hospital Campus. The R.P.A. is generally bounded by 25th Street on the north, 26th Street on the south, Dr. Martin Luther King, Jr. Drive on the east and the alley west of Michigan Avenue on the west. The R.P.A. is regular in shape, consists of thirteen (13) tax parcels on two (2) blocks and is located wholly within the City of Chicago.

Map 2 details the boundary of the 26th and King Drive R.P.A., which includes only the contiguous real property that is expected to substantially benefit from the Redevelopment Plan and Project improvements discussed herein.

Appendix 1 contains a legal description of the 26th and King Drive R.P.A.

The Eligibility Study covers events and conditions that exist and that were determined to support the designation of the 26th and King Drive R.P.A. as a “conservation area” under the Act at the completion of our research on July 1, 2005 and not thereafter. Events or conditions, such as governmental actions and additional developments occurring after that date are excluded from the analysis. The improved parcels suffer from deterioration of buildings, infrastructure and parking structures below contemporary code standards, excessive vacancy, inadequate utilities and lack of growth and investment. Without a comprehensive approach to address these issues, the R.P.A. is not likely to benefit from future development opportunities. The Redevelopment Plan and Project address these issues by providing the means to facilitate private development and rehabilitation, and the construction of public infrastructure. These improvements will benefit all

of the property within the R.P.A. by alleviating conditions qualifying the R.P.A. as a conservation area.

History Of Community Area.⁽¹⁾

Mercy Hospital and the proposed 26th and King Drive R.P.A. are located within the near south side community area which is roughly bounded by Roosevelt Road to the north, 26th Street to the south, Lake Michigan to the east, the south branch of the Chicago River and Clark Street to the west.

The near south side, formerly a lakeside sand ridge, developed following the influx of Germans, Irish and Scandinavians who located in the community to work first on the Illinois and Michigan Canal in 1836 and subsequently in the lumber district along the south branch of the Chicago River. Railroad development in the community in the 1850s brought related industries attracting additional workers to the area as did horsecar lines which were extended from the Loop. The community was incorporated into the City of Chicago in 1853.

Wealthy families, including the Armours, Pullmans and Files built mansions in the northern half of the near south side taking advantage of its proximity to the expanding Chicago business district following the Civil War. The Fire of 1871 transformed the community as old mansions were converted to rooming houses and commercial uses serving as temporary locations for Loop businesses destroyed by the Fire.

Further development occurred upon conversion of the horsecar lines to cable cars in the 1880s especially along Cottage Grove, State Street and Michigan Avenue. The character of the community began changing in the 1890s with the development of the elevated railroad, apartment buildings and hotels in anticipation of the 1893 Columbian Exposition. Printing warehouses and automobile dealerships began locating in the community in the early teens and 1920s, forced out of the Loop by expanding retail and office developments. Subsequent years brought several important developments in the near south side community including the museum campus, lakefront park expansions, Meigs Field and McCormick Place.

⁽¹⁾ Information on the history of the near south side community areas was derived from the *Local Community Fact Book of Chicago Metropolitan Area 1990*, edited by the Chicago Fact Book Consortium (copyright 1995, Board of Trustees of the University of Illinois) at pages 118 -- 119.

Major demographic shifts began taking place after World War I and immediately after World War II as African-Americans began migrating to the area in search of low rents. Area population declined as older Irish and German residents moved to other communities. African-Americans faced housing discrimination which forced them into the near south side resulting in a dramatic demographic shift -- the African-American population in the community increased from twenty-five percent (25%) of the population in the 1920s, 1930s and 1940s to ninety-four percent (94%) by 1990. A concentration of poverty resulted leading to slum conditions. Public housing developments subsequently replaced slums in urban renewal efforts in the 1950s and 1960s resulting in further concentrated poverty and isolation. At the same time, the number of housing units continued declining and a third of the population was lost since the peak in 1950.

During the real estate development upswing in the 1990s, renewed interest in the area south of the Loop surged as the west and north sides of Chicago continued transforming and building out. Phase II of Dearborn Park brought middle-class families and higher-priced housing south of Roosevelt Road. The first phase of Central Station began in the early 1990s on the former Illinois Central rail yards with three thousand five hundred (3,500) residential units planned. Former industrial buildings along Wabash and Michigan have been converted to loft apartments, and Printers Row has recovered from R.R. Donnelley's move in the early 1990s with loft conversions and commercial development.

Recently, several colleges in the area have developed student housing. Public housing developments are slowly being cleared and sites are being converted to mixed-income communities. Large tracts of vacant land continue to attract additional proposals. The near south side appears to be in the path of redevelopment as the South Loop transforms with the development of market rate housing, restaurants and retail.

History Of Mercy Hospital.

Mercy Hospital was established in 1852 and moved to its current location at 26th and King Drive in 1863. From its inception, Mercy Hospital has had a commitment to serving the economically and socially disadvantaged in its immediate neighborhood. Today the hospital continues to provide a broad spectrum of health care services to all the diverse communities it serves. It is licensed for four hundred seventy-seven (477) beds, has three hundred twenty-one (321) available beds and currently one hundred sixty-five (165) staffed beds.

The hospital has six (6) ambulatory care facilities in the metropolitan Chicago area and six (6) occupational health facilities under the name of Mercy Works. As a teaching hospital, Mercy has an affiliation with the medical schools of the University of Illinois and Loyola University and trains over one hundred (100) residents per

year. Mercy also has a family health center, which offers clinical and prescription services to the indigent within the surrounding communities.

Mercy Hospital's mission of serving the economically and socially disadvantaged has made it difficult for the hospital to improve and modernize its buildings, equipment and facilities. Over the years, three (3) of the four (4) buildings, all on the eastern half of the Mercy campus, have fallen into disuse and are either currently vacant or will be vacant by the time this plan is considered by the City of Chicago Community Development Commission ("C.D.C."). These include: 1) the M.R.I. Building, which at one time housed a 1.5 Telsa M.R.I. imaging unit that was decommissioned and vacated in 2002 due to technological obsolescence, 2) the Research Building which is a ninety-three (93) year old building that has been closed for four (4) years due to significant interior deterioration which has made it uninhabitable, and 3) the Interns/Resident Building which contains forty (40) one (1) and two (2) bedroom apartments and was used for temporary interns/residents housing. The Interns/Resident Building has fallen into disuse due to the poor condition of the apartments which have not been restored/renovated since the building was built in 1964 and because more of the hospital's resident staff now originate from the Chicago area and choose to live elsewhere. There are no current leases in this building. The units currently occupied by residents temporarily living in the facility will be leaving the building by July 31, 2005. At this time the building will be entirely vacant.

The 26th and King Drive R.P.A. is critical to provide the resources necessary to rehabilitate and modernize the hospital, as well as to construct the public infrastructure necessary to facilitate private redevelopment of the obsolete eastern half of the property no longer required for hospital operations.

Existing Land-Use.

The existing land-use of the entire proposed 26th and King Drive R.P.A. is institutional and consists of the Mercy Hospital Campus. The campus includes the main hospital building, the vacant research building, the vacant M.R.I. Building, and a residents/interns building, along with surface parking lots surrounding the buildings. The existing land-use is shown on Map 3.

Historically Significant Structures.

S. B. Friedman & Company obtained data from the Chicago Historic Resources Survey (the "C.H.R.S.") to identify architecturally and/or historically significant buildings located within the 26th and King Drive R.P.A.. The C.H.R.S. identifies over seventeen thousand (17,000) Chicago properties and contains information on buildings that may possess important architectural and/or historical significance.

No structures located within the boundaries of the 26th and King Drive R.P.A. are identified in the C.H.R.S.

3.

Eligibility Analysis.

Provisions Of The Illinois Tax Increment Allocation Redevelopment Act.

Based upon the conditions found within the 26th and King Drive R.P.A. at the completion of S. B. Friedman & Company's research, it has been determined that the 26th and King Drive R.P.A. meets the eligibility requirements of the Act as a conservation area. The following text outlines the provisions of the Act to establish eligibility.

Under the Act, two (2) primary avenues exist to establish eligibility for an area to permit the use of tax increment financing for area redevelopment: declaring an area as a "blighted area" and/or a "conservation area".

"Blighted areas" are those improved or vacant areas with blighting influences that are impacting the public safety, health, morals or welfare of the community, and are substantially impairing the growth of the tax base in the area. "Conservation areas" are those improved areas which are deteriorating and declining and soon may become blighted if the deterioration is not abated.

The statutory provisions of the Act specify how a district can be designated as a "conservation" and/or "blighted area" district based upon an evidentiary finding of certain eligibility factors listed in the Act. The eligibility factors for each designation are identical for improved property. A separate set of factors exists for the designation of vacant land as a "blighted area". There is no provision for designating vacant land as a conservation area.

Factors For Improved Property.

For improved property to constitute a "blighted area", a combination of five (5) or more of the following thirteen (13) eligibility factors listed at 65 ILCS 5/11-74.4-3 (a) and (b) must meaningfully exist and be reasonably distributed throughout the R.P.A.. "Conservation areas" must have a minimum of fifty percent (50%) of the total structures within the area aged thirty-five (35) years or older, plus a combination of three (3) or more of the thirteen (13) eligibility factors which are

detrimental to the public safety, health, morals or welfare and which could result in such an area becoming a blighted area.

Dilapidation.

An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

Obsolescence.

The condition or process of falling into disuse. Structures have become ill-suited for the original use.

Deterioration.

With respect to buildings, defects including, but not limited to, major defect in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Presence Of Structures Below Minimum Code Standards.

All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

Illegal Use Of Individual Structures.

The use of structures in violation of the applicable federal, state or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

Excessive Vacancies.

The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

Lack Of Ventilation, Light Or Sanitary Facilities.

The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

Inadequate Utilities.

Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete or in disrepair, or (iii) lacking within the redevelopment project area.

Excessive Land Coverage And Overcrowding Of Structures And Community Facilities.

The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one (1) or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading and service.

Deleterious Land-Use Or Layout.

The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

Environmental Contamination.

The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste substances, or underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Lack Of Community Planning.

The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

Lack Of Growth In Equalized Assessed Value.

The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the *Consumer Price Index for All Urban Consumers* published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

Factors For Vacant Land.

Under the provisions of the "blighted area" section of the Act, for vacant land to constitute a "blighted area", a combination of two (2) or more of the following six (6) factors must be identified as being present to a meaningful extent and reasonably distributed which act in combination to impact the sound growth in tax base for the proposed district.

Obsolete Platting Of Vacant Land.

Parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

Diversity Of Ownership.

Diversity of ownership is when adjacent properties are owned by multiple parties. When diversity of ownership of parcels of vacant land is sufficient in number to retard or impede the ability to assemble the land for development, this factor applies.

Tax And Special Assessment Delinquencies.

Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.

Deterioration Of Structures Or Site Improvements In Neighboring Areas Adjacent To The Vacant Land.

Evidence of structural deterioration and area disinvestment in blocks adjacent to the vacant land may substantiate why new development had not previously occurred on the vacant parcels.

Environmental Contamination.

The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Lack Of Growth In Equalized Assessed Value.

The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in

which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the *Consumer Price Index for All Urban Consumers* published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

Additionally, under the "blighted area" section of the Act, eligibility may be established for those vacant areas that would have qualified as a blighted area immediately prior to becoming vacant. Under this test for establishing eligibility, building records may be reviewed to determine that a combination of five (5) or more of the thirteen (13) "blighted area" eligibility factors for improved property listed above were present immediately prior to demolition of the area's structures.

The vacant "blighted area" section includes six (6) other tests for establishing eligibility but none of these are relevant to the conditions within the 26th and King Drive R.P.A.

Methodology Overview And Determination Of Eligibility.

Analysis of eligibility factors was done through research involving an extensive field survey of all property within the 26th and King Drive R.P.A., as well as a review of building and property records. Building and property records include building code violation citations, building permit data, assessor information, and information on the age and condition of sewer and water lines within the study area. Our survey of the area established that there are four (4) primary structures and thirteen (13) tax parcels within the 26th and King Drive R.P.A.. Ancillary structures are excluded from this total but were considered in our analysis of eligibility factors at the tax parcel level. A cement block shed located off of the alley along the western edge of the R.P.A. was the only ancillary structure identified in our survey.

The 26th and King Drive R.P.A. was examined for qualification factors consistent with either the "blighted area" or "conservation area" requirements of the Act. Based upon these criteria, the property within the 26th and King Drive R.P.A. qualifies for designation as a "conservation area" as defined by the Act.

To arrive at this designation, S. B. Friedman & Company calculated the number of eligibility factors present, and analyzed the distribution of the eligibility factors on a building-by-building and/or parcel-by-parcel basis and analyzed the distribution of the eligibility factors on a block-by-block basis. When appropriate, we calculated the presence of eligibility factors on infrastructure and ancillary properties associated with the structures. The eligibility factors were correlated to buildings using structure-base maps, property files created from field observations,

record searches and field surveys. This information was then graphically plotted on a parcel map of the 26th and King Drive R.P.A. to establish the distribution of eligibility factors, and to determine which factors were present to a major extent.

Major factors are used to establish eligibility. These factors are present to a meaningful extent and reasonably distributed throughout the R.P.A.. Minor factors are supporting factors present to a meaningful extent on some of the parcels or on a scattered basis. Their presence suggests that the area is at risk of experiencing more extensive deterioration and disinvestment.

To reasonably arrive at this designation, S. B. Friedman & Company documented the existence of qualifying eligibility factors and confirmed that a sufficient number of factors were present within the 26th and King Drive R.P.A. and reasonably distributed.

Although it may be concluded under the Act that the mere presence of the minimum number of the stated factors may be sufficient to make a finding of the R.P.A. as a conservation area, this evaluation was made on the basis that the conservation area factors must be present to an extent that indicates that public intervention is appropriate or necessary. In addition, the conservation area factors must be reasonably distributed throughout the R.P.A. so that non-qualifying areas are not arbitrarily included in the R.P.A. simply because of proximity to areas that qualify as a conservation area.

Conservation Area Findings.

As required by the Act, within a conservation area, at least fifty percent (50%) of the buildings must be thirty-five (35) years of age or older, and at least three (3) of the thirteen (13) eligibility factors must be found present to a major extent within the 26th and King Drive R.P.A.

Establishing that at least fifty percent (50%) of the 26th and King Drive R.P.A. buildings are thirty-five (35) years of age or older is a condition precedent to establishing the area as a conservation area under the Act. Taking into account information obtained from the architectural characteristics of the buildings, building configurations, the reported use of buildings from property records from the Cook County Assessor's office, and the historic development patterns within the community, we have established that of the four (4) buildings located within the 26th and King Drive R.P.A., three (3) (seventy-five percent (75%)) are thirty-five (35) years of age or older.

In addition to establishing that 26th and King Drive R.P.A. meets the age requirement, our research has revealed that the following five (5) factors are present to a major extent:

1. deterioration;
2. inadequate utilities;
3. excessive vacancies;
4. obsolescence; and
5. deleterious land-use/layout.

Based on the presence of these factors, the R.P.A. meets the requirements of a "conservation area" under the Act. The R.P.A. is not yet blighted, but because of a combination of the factors present the R.P.A. may become a blighted area.

Each of the thirteen (13) parcels within the R.P.A. exhibited deterioration of buildings, infrastructure, and/or cracks in building exteriors, missing or damaged curbs, and cracked paving surfaces. In addition, the area suffers from excessive vacancies. The extent and nature of these vacancies are likely to have negative effects on nearby properties and the future development of the R.P.A.. The condition of underground utilities within the R.P.A. is generally inadequate in that the R.P.A. is serviced by water and sewer facilities that are antiquated, of insufficient capacity, and/or are scheduled for or are overdue for repair/replacement. In addition, three (3) of the buildings covering half of the site are obsolete and the lack of a street network through portions of the site make redevelopment difficult and unlikely without public assistance.

Maps 4A through 4F illustrate the presence and distribution of these eligibility factors on a block-by-block basis within the R.P.A.. The following sections summarize our field research as it pertains to each of the identified eligibility factors found within the 26th and King Drive R.P.A.

1. Deterioration.

Of the four (4) structures within the 26th and King Drive R.P.A., three (3) exhibited deterioration. Catalogued deterioration included cracked exterior wall surfaces, exposed rebar, evidence of water damage/staining, and corrosion of gutters and down spouts. These are conditions not readily correctable through routine maintenance. Structural deterioration is indicative of an area that is at risk of becoming blighted without direct intervention.

In addition, deterioration was documented for much of the surface infrastructure within the 26th and King Drive R.P.A. including sidewalks, parking lots and storage areas. Of the thirteen (13) parcels within the 26th and King Drive R.P.A., all

exhibited deterioration. Surface deterioration included cracking, surface depressions, loose paving buckling/depressions and curb crumbling.

Overall, deterioration was considered to be present to a meaningful extent on both of the blocks in the 26th and King Drive R.P.A.

2. Inadequate Utilities.

A review of the City's water and sewer atlases found that inadequate underground utilities affect all thirteen (13) tax parcels in the 26th and King Drive R.P.A.. All of the parcels within the 26th and King Drive R.P.A. are served by antiquated sewer and/or water lines. These lines have reached or will have reached their one hundred (100) year service lives sometime during the twenty-three (23) year life of the T.I.F.⁽²⁾ In addition, some water line replacements are required because they are of insufficient size to comply with modern capacity requirements.

Due to the age and condition of the sewer and water lines, inadequate utilities was found to be present to a meaningful extent on both of the blocks within the 26th and King Drive R.P.A.

3. Excessive Vacancies.

Of the four (4) buildings in the 26th and King Drive R.P.A., three (3) exhibited excessive vacancies. The three (3) buildings are located in close proximity to one another adjacent to the heavily traveled Martin Luther King Drive and along 26th Street. If they are not addressed, the extent and nature of the vacancies within the 26th and King Drive R.P.A. are sufficient to have negative effects on nearby properties and on the future development of the R.P.A.

4. Obsolescence.

Functional and/or economic obsolescence affects three (3) of the four (4) buildings within the 26th and King Drive R.P.A.. This is evidenced by the fact that these structures have become ill-suited for their original use and have fallen into disuse and are currently vacant.

⁽²⁾ The City of Chicago Department of Water Management defines the projected service life as one hundred (100) years.

The MRI building was vacated upon decommissioning the technologically obsolete 1.5 Tesla MRI imaging unit, housed within, in 2002. The Research Building is a ninety-three (93) year old building that has been closed for four (4) years due to significant interior deterioration which has made it uninhabitable. The Interns/Residents Building contains forty (40) one (1) and two (2) bedroom apartments which were once used for temporary interns/residents housing. This building has now fallen into disuse due to the poor condition of the apartments, which have not been restored/renovated since the building was built in 1964, and because more of the hospital's resident staff now originate from the Chicago area and choose to live elsewhere. The units currently occupied by residents temporarily living in the facility will be leaving the building by July 31, 2005. At this time the building will be entirely vacant.

Based on these conditions, obsolescence was found to be present to a meaningful extent on one (1) of the two (2) blocks within the 26th and King Drive R.P.A.

5. Deleterious Land-Use/Layout.

Deleterious Layout was found to be present on all of the thirteen (13) parcels and both blocks comprising the 26th and King Drive R.P.A.. Two (2) of the parcels are located east of the main hospital site and contain the three (3) vacant hospital buildings. The large size of these parcels and lack of road network make it difficult and unlikely to be redeveloped without public assistance. The remaining eleven (11) parcels include the Mercy Hospital site and its ancillary parking. Significant changes to the configuration of the parking are required to support hospital operations as well as improve access to the parking areas and the buildings.

4.

Redevelopment Plan And Project.

Redevelopment Needs Of The 26th And King Drive R.P.A.

The existing land-use pattern and physical conditions in the 26th and King Drive R.P.A. suggest three (3) redevelopment needs for the area:

1. rehabilitation and modernization of the main hospital building;
2. site preparation and demolition; and

3. new streets and other public infrastructure improvements.

The Redevelopment Plan and Project identifies the tools that the City will use to guide redevelopment in the 26th and King Drive R.P.A., to create, promote and sustain a vibrant mixed use community.

The goals, objectives and strategies discussed below have been developed to address these needs and to facilitate the sustainable redevelopment of the 26th and King Drive R.P.A.. The proposed public improvements outlined in the Redevelopment Plan and Project will help to create an environment conducive to private investment and redevelopment within the 26th and King Drive R.P.A.. To support specific projects and encourage future investment in the R.P.A., public resources, including tax increment financing, may be used to: facilitate property assembly; demolition; site preparation; and/or rehabilitation and improve or repair R.P.A. public facilities and/or infrastructure. In addition, tax increment financing may be used to subsidize developer interest costs related to redevelopment projects.

Goals, Objectives And Strategies.

Goals, objectives and strategies are designed to address the need for redevelopment within the overall framework of the Redevelopment Plan and Project for the use of anticipated tax increment funds generated within the 26th and King Drive R.P.A.

Goal.

The overall goal of the Redevelopment Plan is to reduce or eliminate the conditions that qualify the 26th and King Drive R.P.A. as a conservation area and to provide the mechanisms necessary to support public and private development and improvements in the R.P.A.. This goal is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment.

Objectives.

Eight (8) broad objectives support the overall goal of area-wide revitalization of the 26th and King Drive R.P.A.. These include:

1. provide resources for the rehabilitation, modernization and/or expansion of the Mercy Hospital;

2. facilitate the redevelopment of the eastern half of the existing Mercy Hospital Campus by providing resources for site assembly and preparation, including demolition and environmental cleanup, where necessary;
3. provide public infrastructure where needed, including new streets, underground sewer and water systems, sidewalks, alleys and other public improvements in order to create a physical environment that is conducive to private development;
4. support residential development that accommodates a diverse economic and demographic mix of residents, including the development of new affordable housing;
5. provide adequate on- and off-street parking for visitors and residents within the R.P.A.;
6. provide opportunities for women-owned, minority-owned and locally-owned businesses to share in permanent and construction job opportunities associated with the redevelopment of the 26th and King Drive R.P.A.;
7. support job training and welfare to work programs and increase employment opportunities for area residents; and
8. provide daycare assistance as necessary to support the employees of the Mercy Hospital.

Strategies.

These objectives will be implemented through four (4) specific and integrated strategies. These include:

1. Facilitate Property Assembly, Demolition And Site Preparation.

Financial assistance may be provided to private developers seeking to acquire land and assemble and prepare sites in order to undertake projects in support of this Redevelopment Plan and Project.

To meet the goals of this Redevelopment Plan and Project, the City may acquire and assemble property throughout the R.P.A.. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain, through the Tax Reactivation Program or other programs and may be for the purpose of (a) sale, lease or conveyance to private developers; or (b) sale, lease, conveyance or

dedication for the construction of public improvements or facilities. Site preparation may include such preparatory work as demolition of existing improvements and environmental remediation, where appropriate. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the City exercising its powers to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing this Redevelopment Plan and Project, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Plan. Relocation assistance may be provided to facilitate redevelopment of portions of the R.P.A., and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and/or financial assistance as determined by the City.

2. Implement Public Improvements.

A series of public improvements throughout the 26th and King Drive R.P.A. may be designed and implemented to help define and create an identity for the area, prepare sites for anticipated private investment, and create a more conducive environment for private development. Public improvements that are implemented with T.I.F. assistance are intended to complement and not replace existing funding sources for public improvements in the R.P.A.

These improvements may include improvement or development of streetscaping, street and sidewalk lighting, alleyways, underground water and sewer infrastructure parks or open space, and other public improvements consistent with the Redevelopment Plan and Project. These public improvements may be completed pursuant to redevelopment agreements with private entities or intergovernmental agreements with other public entities, and many include the construction, rehabilitation, renovation, or restoration of public improvements on one (1) or more parcels.

3. Encourage Private Sector Activities And Support New Development.

Through the creation and support of public-private partnerships, or through written agreements, the City may provide financial and other assistance to encourage the private sector, including local property owners, to undertake

rehabilitation and redevelopment projects and other improvements that are consistent with the goals of this Redevelopment Plan and Project.

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate, or restore private or public improvements on one (1) or several parcels (collectively referred to as "Redevelopment Projects").

The City requires that developers who receive T.I.F. assistance for market-rate housing set aside twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing or any successor agency. Generally, this means that affordable for-sale housing units should be priced at a level that is affordable to persons earning no more than one hundred percent (100%) of the area median income, and affordable rental units should be affordable to persons earning no more than sixty percent (60%) of the area median income. T.I.F. funds can also be used to pay for up to fifty percent (50%) of the cost of construction or up to seventy five percent (75%) of interest costs for new housing units to be occupied by low-income and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act.

4. Develop Vacant And Underutilized Sites.

The redevelopment of vacant and underutilized properties within the 26th and King Drive R.P.A. is expected to stimulate private investment and increase the overall taxable value of properties within the R.P.A. Development of vacant and/or underutilized sites is anticipated to have a positive impact on other properties beyond the individual project sites.

These activities are representative of the types of projects contemplated to be undertaken during the life of the 26th and King Drive R.P.A. Market forces are critical to the completion of these projects. Phasing of projects will depend on the interests and resources of both public and private sector parties. Not all projects will necessarily be undertaken. Further, additional projects may be identified throughout the life of the 26th and King Drive R.P.A. To the extent that these projects meet the goals, objectives and strategies of this Redevelopment Plan and Project and the requirements of the Act and budget outlined in the next section, these projects may be considered for tax increment funding.

Proposed Future Land-Use.

The proposed future land-use of the 26th and King Drive R.P.A. reflects the objectives of the Redevelopment Plan and Project, which are to support retention and rehabilitation of Mercy Hospital and to support the redevelopment of the area east of the hospital into a residential neighborhood.

These proposed future land uses are detailed on Map 5. As noted on Map 5, the uses are to be predominant uses for the area indicated, and are not exclusive of any other uses.

Assessment Of Housing Impact.

As set forth in the Act, if the redevelopment plan for the redevelopment project area would result in the displacement of residents from ten (10) or more inhabited residential units, or if the redevelopment project area contains seventy-five (75) or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment plan.

As of the July 31, 2005, the R.P.A. will contain no occupied residential units. Therefore, a housing impact study is not required and has not been prepared.

5.

Financial Plan.

Eligible Costs.

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

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

1. costs of studies, surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan and Project including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
2. the costs of marketing sites within the R.P.A. to prospective businesses, developers and investors;

3. property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
4. costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
5. costs of the construction of public works or improvements subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
6. costs of job training and retraining projects including the costs of "welfare to work" programs implemented by businesses located within the R.P.A. and such proposals feature a community-based training program which ensures maximum reasonable opportunities for residents of the near south community area with particular attention to the needs of those residents who have previously experienced inadequate employment opportunities and development of job-related skills including residents of public and other subsidized housing and people with disabilities;
7. financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding thirty-six (36) months following completion and including reasonable reserves related thereto;
8. to the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and Project;
9. relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law, or by Section 74.4-3(n)(7) of the Act;
10. payment in lieu of taxes as defined in the Act;

11. costs of job training, retraining, advanced vocational education or career educations, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one (1) or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the R.P.A.; and (ii) when incurred by a taxing districts or taxing districts other than the City are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;
12. interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - b. such payments in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the development project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. the total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total of (i) cost paid or incurred by the redeveloper for the redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act;
 - e. for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, the percentage of

seventy-five percent (75%) shall be substituted for thirty percent (30%) in subparagraphs 12b and 12d above;

13. unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
14. an elementary, secondary or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
15. instead of the eligible costs provided for in 12b, 12d and 12e above, the City may pay up to fifty percent (50%) of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act; and
16. the costs of day care services for children of employees from low-income families working for businesses located within the R.P.A. and all or a portion of the cost of operation of day care centers established by R.P.A. businesses to serve employees from low-income families working in businesses located in the R.P.A.. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed eighty percent (80%) of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

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

Estimated Redevelopment Project Costs.

The estimated eligible costs that are deemed to be necessary to implement this Redevelopment Plan and Project are shown in Table 2. The total eligible cost provides an upper limit on expenditures that are to be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest and other financing costs. Within this limit, adjustments may be made in line items without

amendment to this Plan, to the extent permitted by the Act. Additional funding in the form of State, Federal, County or local grants, private developer contributions and other outside sources may be pursued by the City as a means of financing improvements and facilities which are of benefit to the general community.

Table 2.

Estimated Redevelopment Project Costs.

Eligible Expenses	Estimated Project Costs
Professional Services (including analysis, administration, studies, surveys, legal, marketing, et cetera.)	\$ 1,000,000
Property Assembly (including acquisition, site preparation, demolition and environmental remediation)	6,000,000
Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements	36,400,000
Eligible Construction Costs (Affordable Housing Construction and Rehabilitation Costs)	500,000
Relocation Costs	0
Public Works or Improvements (including streets and utilities, parks and open space, public facilities (schools and other public facilities) ⁽¹⁾	4,500,000

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

Eligible Expenses	Estimated Project Costs
Job Training, Retraining, Welfare-to-Work	\$500,000
Interest Subsidy	1,000,000
Day Care Services	100,000
TOTAL REDEVELOPMENT COSTS: ⁽²⁾ ⁽³⁾ ⁽⁴⁾	\$50,000,000

Adjustments to the estimated line item costs in Table 2 are anticipated, and may be made by the City without amendment to the Redevelopment Plan and Project to the extent permitted by the Act. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs as a result of changed redevelopment costs and needs.

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

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

⁽⁴⁾ All costs are in 2005 dollars and may be increased by five percent (5%) after adjusting for annual inflation reflected in the *Consumer Price Index (C.P.I.) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI C.M.S.A.*, published by the United States Department of Labor. In addition to the above stated costs, each issue of obligations issued to finance a phase of the Redevelopment Plan and Project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations, including interest costs.

In the event the Act is amended after the date of the approval of this Redevelopment Plan and Project by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan and Project shall be deemed to incorporate such additional, expanded or increased eligible costs as eligible costs under the Redevelopment Plan and Project, to the extent permitted by the Act. In the event of such amendment(s), the City may add any new eligible redevelopment project costs as a line item in Table 2, or otherwise adjust the line items in Table 2 without amendment to this Redevelopment Plan and Project, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment project costs without a further amendment to this Redevelopment Plan and Project.

Phasing And Scheduling Of The Redevelopment.

Each private project within the 26th and King Drive R.P.A. shall be governed by the terms of a written redevelopment agreement entered into by a designated developer and the City and approved by the City Council. Where tax increment funds are used to pay eligible redevelopment project costs, to the extent funds are available for such purposes, expenditures by the City shall be coordinated to coincide on a reasonable basis with the actual redevelopment expenditures of the developer(s). The Redevelopment Plan and Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31st of the year in which the payment to the City Treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this Redevelopment Plan and Project is adopted (by December 31, 2029), if the ordinances establishing the R.P.A. are adopted during 2005.

Sources Of Funds To Pay Costs.

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

revenues, received under the Act from one redevelopment project area for eligible cost in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The 26th and King Drive R.P.A. is contiguous to or separated by only a public right-of-way from the Bronzeville R.P.A., and may in the future, be contiguous to, or be separated only by a public right-of-way from other redevelopment areas created under the Act. The City may utilize net incremental property taxes received from the 26th and King Drive R.P.A. to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the R.P.A., made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the R.P.A., shall not at any time exceed the total Redevelopment Project Costs described in this Plan.

The 26th and King Drive R.P.A. may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74 6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the R.P.A., the City may determine that it is in the best interest of the City and the furtherance of the purposes of the Plan that net revenues from the R.P.A. be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the R.P.A. to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the R.P.A. and such areas. The amount of revenue from the R.P.A. so made available, when added to all amounts use pay eligible Redevelopment Project Costs within the R.P.A. or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 2 of this Plan.

If necessary, the redevelopment plans for other contiguous redevelopment project areas that may be or already have been created under the Act may be drafted or amended as applicable to add appropriate and parallel language to allow for sharing of revenues between such districts.

Issuance Of Obligations.

To finance project costs, the City may issue bonds or obligations secured by Incremental Property Taxes generated within the 26th and King Drive R.P.A. pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal

obligation, the City may pledge its full faith and credit through the issuance of general obligations bonds. In addition, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

All obligations issued by the City pursuant to this Eligibility Study and Redevelopment Plan and the Act shall be retired within the time frame described under "Phasing and Scheduling of the Redevelopment" above. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One (1) or more of a series of obligations may be sold at one (1) or more times in order to implement this Eligibility Study and Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

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

Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

The purpose of identifying the most recent equalized assessed valuation ("E.A.V.") of the 26th and King Drive R.P.A. is to provide an estimate of the initial E.A.V. which the Cook County Clerk will certify for the purpose of annually calculating the incremental E.A.V. and incremental property taxes of the 26th and King Drive R.P.A.. The thirteen (13) tax parcels comprising the R.P.A. have a total estimated E.A.V. of Zero Dollars (\$0) in the 2003 tax year. In 2004, the E.A.V. is expected to remain Zero Dollars (\$0). The 2003 total E.A.V. amount by permanent index number is summarized in Appendix 2. The E.A.V. is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the Certified Initial E.A.V. from which all incremental property taxes in the Redevelopment Project Area will be calculated by Cook County.

Anticipated Equalized Assessed Valuation.

By 2028, the E.A.V. for the 26th and King Drive R.P.A. will be approximately Seventy-six Million Eight Hundred Thousand Dollars (\$76,800,000). This estimate is based on several key assumptions, including: 1) an inflation factor of four percent (4%) per year on the E.A.V. of all properties within the 26th and King Drive R.P.A., with its cumulative impact occurring in each triennial reassessment year;

2) an equalization factor of 2.4598 throughout the life of the R.P.A. and 3) a 2003 tax rate of 6.433% which is projected to decline throughout the life of the R.P.A.

6.

Required Findings And Tests.

Lack Of Growth And Private Investment.

The City is required under the Act to evaluate whether or not the R.P.A. has been subject to growth and private investment and must substantiate a finding of lack of such investment prior to establishing a tax increment financing district.

The R.P.A. has not been subject to growth and development through private enterprise or not-for-profit sources. This lack of investment is evidenced by the fact that the hospital has approximately Sixty-five Million Dollars (\$65,000,000) in deferred maintenance and facility rehabilitation and improvement needs, as outlined in the Mercy Hospital's capital improvement budget.

Mercy Hospital has been and will continue to be unable to make significant investments in its facility because it is a not-for-profit hospital which relies heavily on state and federal government funding and is a Disproportionate Share Hospital as defined by the State, meaning that it serves a high proportion of Medicaid patients who account for forty-three percent (43%) of all Mercy patients. Both of these factors limit the revenues of the hospital and the dollars available for facility improvements.

In addition, over the years the three (3) of the four (4) buildings have fallen into disuse and have become vacant. These properties have remained vacant primarily because the cost required to rehabilitate the buildings to modern standards cannot be supported by the private market. The improvements required to bring the buildings to modern standards are extensive, with significant renovations reportedly required to make the buildings marketable. The current hospital operations results in excess land that could be made available for development. However, current level of infrastructure serving the site is insufficient to support private market redevelopment.

Finding: The Redevelopment Project Area (26th and King Drive R.P.A.) on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan and Project.

But for....

The City is required to find that, but for the designation of the T.I.F. district and the use of tax increment financing, it is unlikely that significant investment will occur in the 26th and King Drive R.P.A.

Without the support of public resources, the redevelopment objectives of the 26th and King Drive R.P.A. will most likely not be realized. T.I.F. assistance may be used to fund rehabilitation, land assembly, site preparation, infrastructure improvements, and expansions to public facilities. Without the creation of the 26th and King Drive R.P.A., these types of projects are not likely to occur.

Due to Mercy Hospital's mission of serving the economically and socially disadvantaged, it is unlikely that the hospital will have the resources available to upgrade and modernize its facility in the future. In addition, the site preparation and public infrastructure that is necessary to facilitate the redevelopment of the obsolete eastern portion of the campus are so extensive that it would most likely not be able to be absorbed by the private market on its own without public assistance.

Finding: But for the adoption of this Redevelopment Plan and Project, critical resources will be lacking that would otherwise support the redevelopment of the 26th and King Drive R.P.A. and the development of the 26th and King Drive R.P.A. would not be reasonably anticipated.

Conformance To The Plans Of The City.

The 26th and King Drive Redevelopment Plan and Project must conform to the comprehensive plan for the City, conform to the strategic economic development plans, or include land uses that have been approved by the Chicago Plan Commission.

The proposed land uses described in this Redevelopment Plan and Project will be approved by the Chicago Plan Commission prior to its adoption by the City Council.

Dates Of Completion.

The dates of completion of the project and retirement of obligations are described under "Phasing and Scheduling of the Redevelopment" in Section 5, above.

Financial Impact Of The Redevelopment Project.

As explained above, without the adoption of this Redevelopment Plan and Project and tax increment financing, the 26th and King Drive R.P.A. is not expected to be

redeveloped by private enterprise. Additionally, there is a genuine threat that blighting conditions will continue to exist and spread and that the entire area will become a less attractive site for development. The continued decline of the R.P.A. could have a detrimental effect on the growth of property values in surrounding areas and could lead to a reduction of real estate tax revenue to all taxing districts.

This document describes the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can reasonably occur. If a redevelopment project is successful, various new projects may be undertaken that will assist in alleviating blighting conditions, creating new jobs and promoting both public and private development in the 26th and King Drive R.P.A.

This Redevelopment Plan and Project is expected to have short- and long-term financial impacts on the affected taxing districts. During the period when tax increment financing is utilized, real estate tax increment revenues from the increases in E.A.V. over and above the certified initial E.A.V. (established at the time of adoption of this document by the City) may be used to pay eligible redevelopment project costs for the 26th and King Drive R.P.A.. At the time when the 26th and King Drive R.P.A. is no longer in place under the Act, the real estate tax revenues resulting from the redevelopment of the 26th and King Drive R.P.A. will be distributed to all taxing districts levying taxes against property located in the 26th and King Drive R.P.A.. These revenues will then be available for use by the affected taxing districts.

Demand On Taxing District Services And Program To Address Fine Service Impact.

In 1994, the Act was amended to require an assessment of any financial impact of a redevelopment project area on, or any increased demand for service from, any taxing district affected by the redevelopment plan and a description of any program to address such financial impacts or increased demand.

The City intends to monitor development in the 26th and King Drive R.P.A. and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development. The following major taxing districts presently levy taxes on properties located within the 26th and King Drive R.P.A. and maintain the listed facilities within the boundaries of the R.P.A., or within close proximity (three (3) to five (5) blocks) to the R.P.A. boundaries:

1. City of Chicago.
2. Chicago Board of Education.

- Big Picture Company High School (2710 South Dearborn Street)
 - Drake Elementary (2722 South Dr. Martin Luther King, Jr. Drive)
 - Dunbar Vocational High School (3000 South Dr. Martin Luther King, Jr. Drive)
 - Graham Training Center (2347 South Wabash Avenue)
 - Haines Elementary (247 West 23rd Place)
 - Kipp Middle School (2710 South Dearborn Street)
 - National Teachers Academy (55 West Cermak Road)
 - Williams Middle School (2710 South Dearborn Street)
 - Williams Multiplex (2710 South Dearborn Street)
 - Young Women's Leadership Academy (2641 South Calumet Avenue)
(Charter School)
3. Chicago School Finance Authority.
 4. Chicago Park District.
 - Daniel Hale Williams (2710 South Dearborn Street)
 - Paul Laurence Dunbar (300 East 31st Street)
 - Lake Meadows (3117 South Rhodes Avenue)
 - Daniel Burnham/Lakefront (425 East McFetridge Drive)
 5. City of Chicago Library Fund.
 - Chinatown Branch (2353 South Wentworth Avenue)
 6. Chicago Community College District 508
 7. Metropolitan Water Reclamation District of Greater Chicago
 8. County of Cook

9. Cook County Forest Preserve District

Map 6 illustrates the locations of community facilities operated by the above listed taxing districts within or in close proximity to the 26th and King Drive R.P.A. Redevelopment activity increased demand for services from one (1) or more of the above listed taxing district anticipated nature of the increased demand for services on these taxing districts, and the proposed activities to address increased demand are described below.

City Of Chicago. The City is responsible for a wide range of municipal services, including: Police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; and building, housing and zoning codes. Replacement of vacant and under-utilized sites with active and more intensive uses may result in additional demands on services and facilities provided by the districts. While there are no public service facilities operated by the City within the 26th and King Drive R.P.A., there are several within close proximity to the area. Additional costs to the City for police, fire, and recycling and sanitation services arising from residential development may occur. However, it is expected that any increase in demand for the City services and programs associated with the 26th and King Drive R.P.A. adequately by City police, fire protection, sanitary collection and recycling services currently maintained and operated by the City. The redevelopment of the 26th and King Drive R.P.A. will not require expansion of services in this area.

City Of Chicago Library Fund. The Library Fund, supported primarily by property taxes, provides for the operation and maintenance of City of Chicago public libraries. Additional costs to the City for library services arising from residential development may occur. However, it is expected that any increase in demand for City library services and programs associated with the 26th and King Drive R.P.A. can be handled adequately by existing City library services. The redevelopment of the 26th and King Drive R.P.A. will not require expansion of services in this area.

Chicago Board Of Education And Associated Agencies. General responsibilities of the Board of Education include the provision, maintenance and operation of educational facilities and the provision of education services for kindergarten through twelfth (12th) grade.

It is possible that some families who purchase housing or rent new apartments in the 26th and King Drive R.P.A will send their children to public schools, putting increased demand on area school districts. However, it is unlikely that the scope of new residential construction would exhaust existing capacity. Existing enrollment capacity was verified through data provided from the Department of Operations at the Chicago Public Schools ("C.P.S."). According to C.P.S., elementary and middle schools establish a maximum enrollment capacity of eighty percent (80%) of the maximum facility design capacity. The maximum enrollment capacity

for high school facilities is one hundred percent (100%) of the maximum facility design capacity.

The enrollment and capacity data provided by C.P.S. reveal that one (1) of the six (6) school facilities that serve the proposed 26th and King Drive R.P.A. and the area immediately surrounding it is currently operating in excess of full capacity, with enrollment at ninety-three percent (93%) of permanent design capacity. Enrollment at the five (5) remaining school facilities is currently within their respective design capacities. Any increased costs to the local schools resulting from children residing in T.I.F.-assisted housing units will trigger those provisions within the Act that provide for reimbursement to the affected school district(s) where eligible. The City intends to monitor development in the 26th and King Drive R.P.A. and with the cooperation of the Board of Education, will attempt to ensure that any increased demands for services and capital improvements provided by the Board of Education are addressed in connection with each new residential project.

Chicago Park District. The Chicago Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs.

It is expected that the households that may be added to the 26th and King Drive R.P.A. may generate additional demand for recreational services and programs and may create the needs for additional open spaces and recreational facilities operated by the Chicago Park District. The City intends to monitor development in the 26th and King Drive R.P.A. and with the cooperation of the Chicago Park District, will attempt to ensure that any increased demands for the services and capital improvements that may be provided by the Chicago Park District are addressed in connection with any particular residential development.

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

It is expected that any increase in demand for services from Community College District 508 indirectly or directly caused by development within the 26th and King Drive R.P.A. can be handled adequately by the district's existing service capacity, programs and facilities. Therefore, at this time no special programs are proposed for this taxing district. Should demand increase, the City will work with the affected district to determine what, if any, program is necessary to provide adequate services.

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

It is expected that any increase in demand for treatment of sanitary and storm sewage associated with the 26th and King Drive R.P.A. can be handled adequately by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District of Greater Chicago.

Therefore, no special program is proposed for the Metropolitan Water Reclamation District of Greater Chicago.

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

It is expected that any increase in demand for Cook County services can be handled adequately by existing services and programs maintained and operated by the County. Therefore, at this time, no special programs are proposed for these taxing districts. Should demand increase, the City will work with the affected taxing districts to determine what, if any, program is necessary to provide adequate services.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public. It is expected that any increase in demand for Forest Preserve services can be handled adequately by existing facilities and programs maintained and operated by the District. No special programs are proposed for the Forest Preserve.

Given the nature of the Redevelopment Plan and Project, specific fiscal impacts on the taxing districts and increases in demand for services provided by those districts cannot be wholly predicted within the scope of this plan.

7.

*Provisions For Amending Redevelopment
Plan And Project.*

This Redevelopment Plan and Project and Project document may be amended pursuant to the provisions of the Act.

8.

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

The City is committed to and will require developers to follow and affirmatively implement the following principles with respect to this Redevelopment Plan and Project. However, the City may implement programs aimed at assisting small businesses, residential property owners, and developers which may not be subject to these requirements.

- A. The assurance of equal opportunity in all personnel and employment actions with respect to this Redevelopment Plan and Project, including, but not limited to, hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, terminations, etc. without regard to race, color, religion, sex, age, disability, national origin, sexual orientation, ancestry, marital status, parental status, military discharge status, source of income or housing status.
- B. Meeting the City's standards for participation of twenty-four percent (24%) Minority Business Enterprises and four percent (4%) Women Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
- C. The commitment to affirmative action and non-discrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
- D. Meeting City standards for the hiring of City residents to work on redevelopment project construction projects.
- E. Meeting City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

[Appendix 1 referred to in this 26th and King Drive Redevelopment Project Area Tax Increment Finance District Eligibility Study, Redevelopment Plan and Project constitutes Exhibit "C" to ordinance and printed on page 67812 of this *Journal*.]

[Map 2 referred to in this 26th and King Drive Redevelopment Project Area Tax Increment Finance District Eligibility Study, Redevelopment Plan and Project constitutes Exhibit "E" to ordinance and printed on page 67813 of this *Journal*.]

[Maps 1, 3, 4A, 4B, 4C, 4D, 4E, 4F, 5 and 6 referred to in this 26th And King Drive Redevelopment Project Area Tax Increment Finance District Eligibility Study, Redevelopment Plan and Project printed on pages 67797 through 67806 of this *Journal*.]

Appendix 2 referred to in this 26th and King Drive Redevelopment Project Area Tax Increment Finance District Eligibility Study, Redevelopment Plan and Project reads as follows:

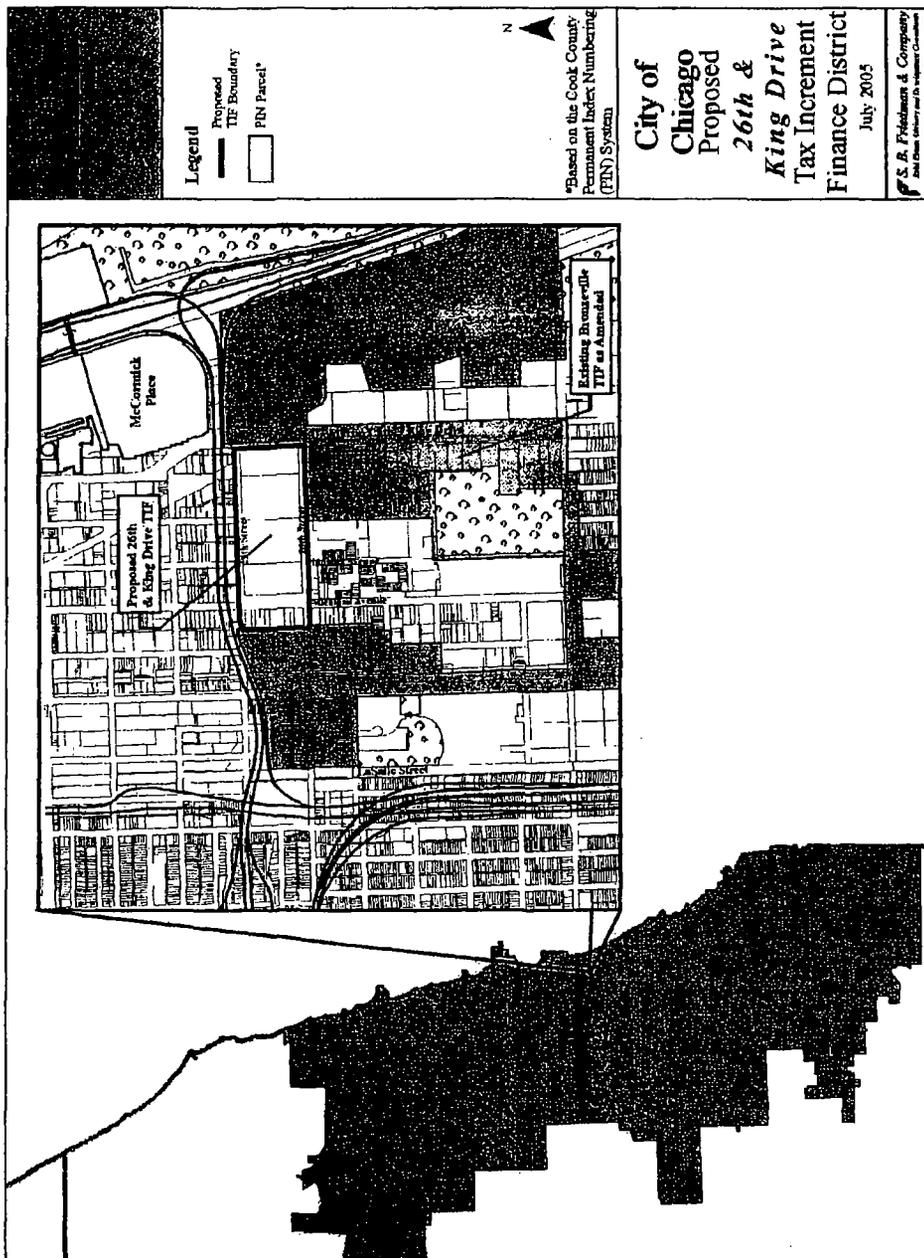
Appendix 2.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

*Summary Of 2003 Equalized Assessed Value
By Permanent Index Number.*

Number	Permanent Index Number	Assessed Value 2003 (A.V.)	Equalized Assessed Value 2003 (E.A.V.)
1	17-27-129-001-0000	EX	EX
2	17-27-129-002-0000	EX	EX
3	17-27-129-003-0000	EX	EX
4	17-27-129-004-0000	EX	EX
5	17-27-123-015-0000	EX	EX
6	17-27-123-016-0000	EX	EX
7	17-27-123-017-0000	EX	EX
8	17-27-123-018-0000	EX	EX
9	17-27-123-019-0000	EX	EX
10	17-27-123-020-0000	EX	EX
11	17-27-123-021-0000	EX	EX
12	17-27-123-022-0000	EX	EX
13	17-27-123-023-0000	EX	EX

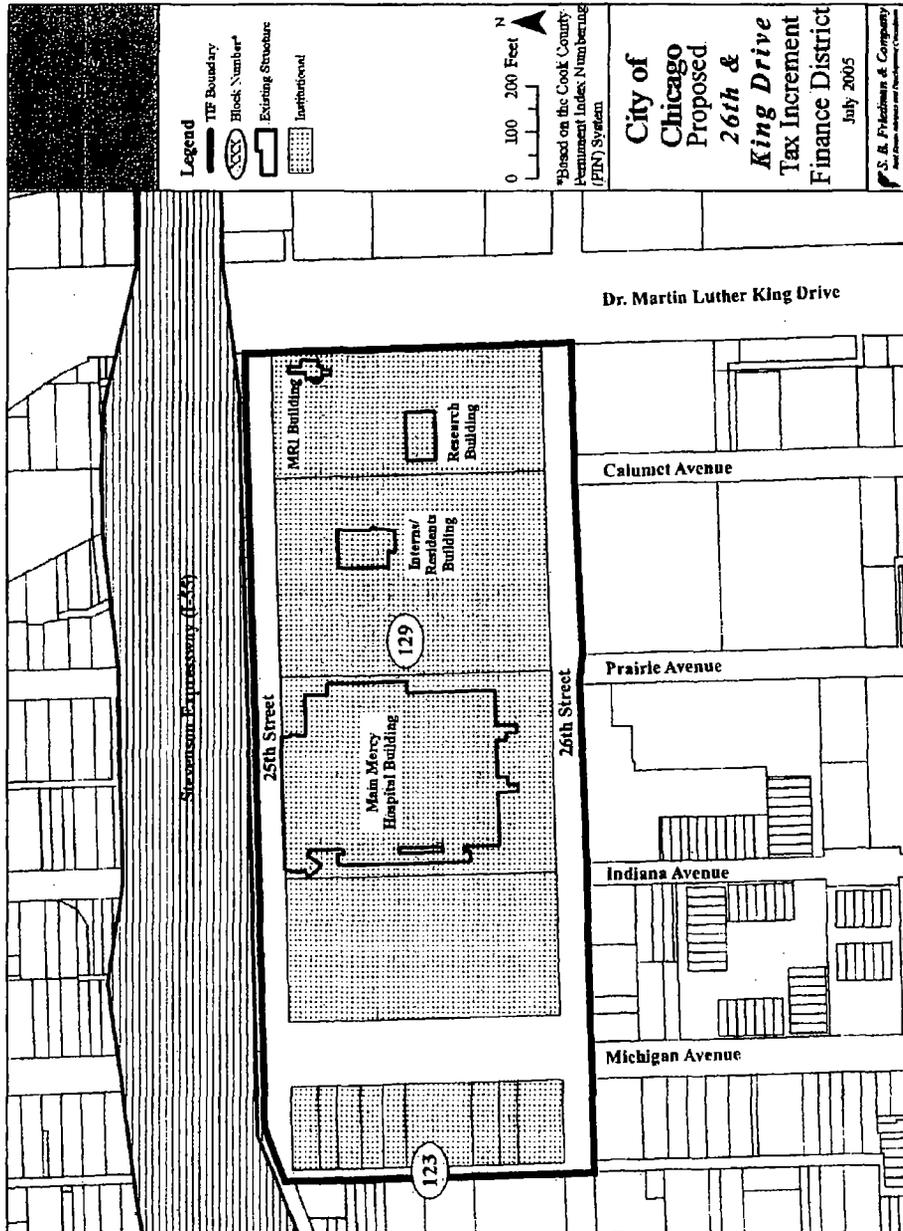
Map 1.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

Community Context.



Map 3.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

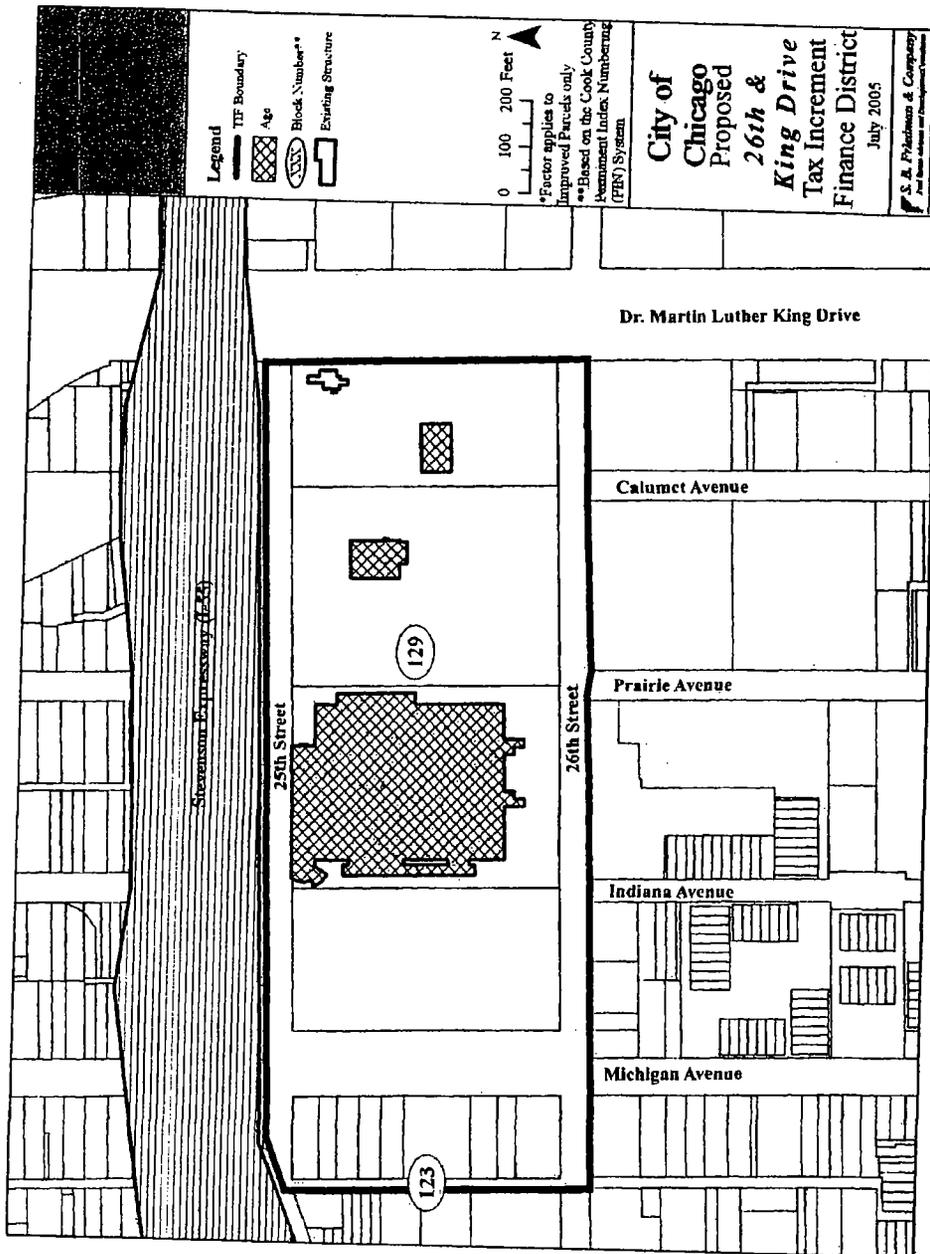
Existing Land-Use.



Map 4A.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

Eligibility Factor.

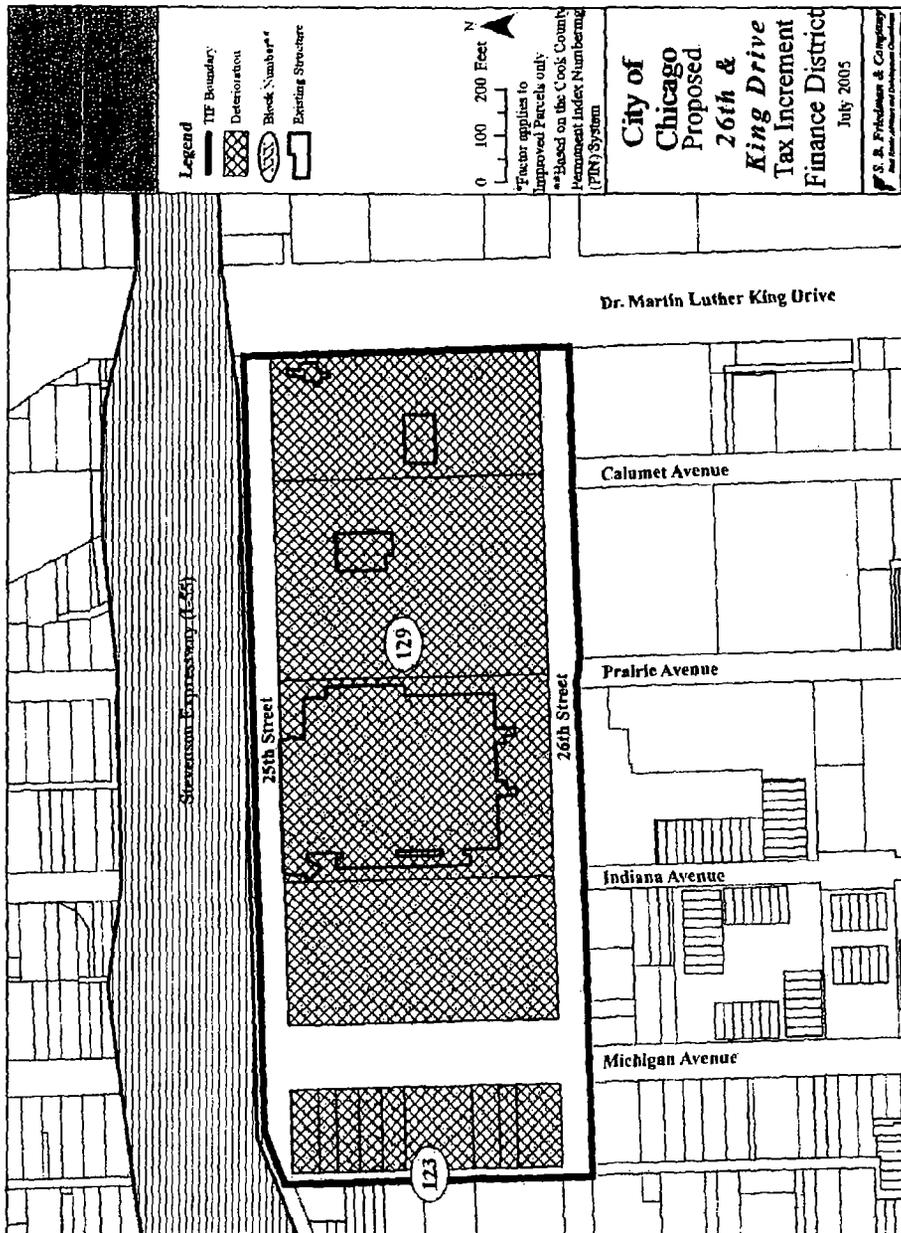
Age.



Map 4B.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

Eligibility Factor.

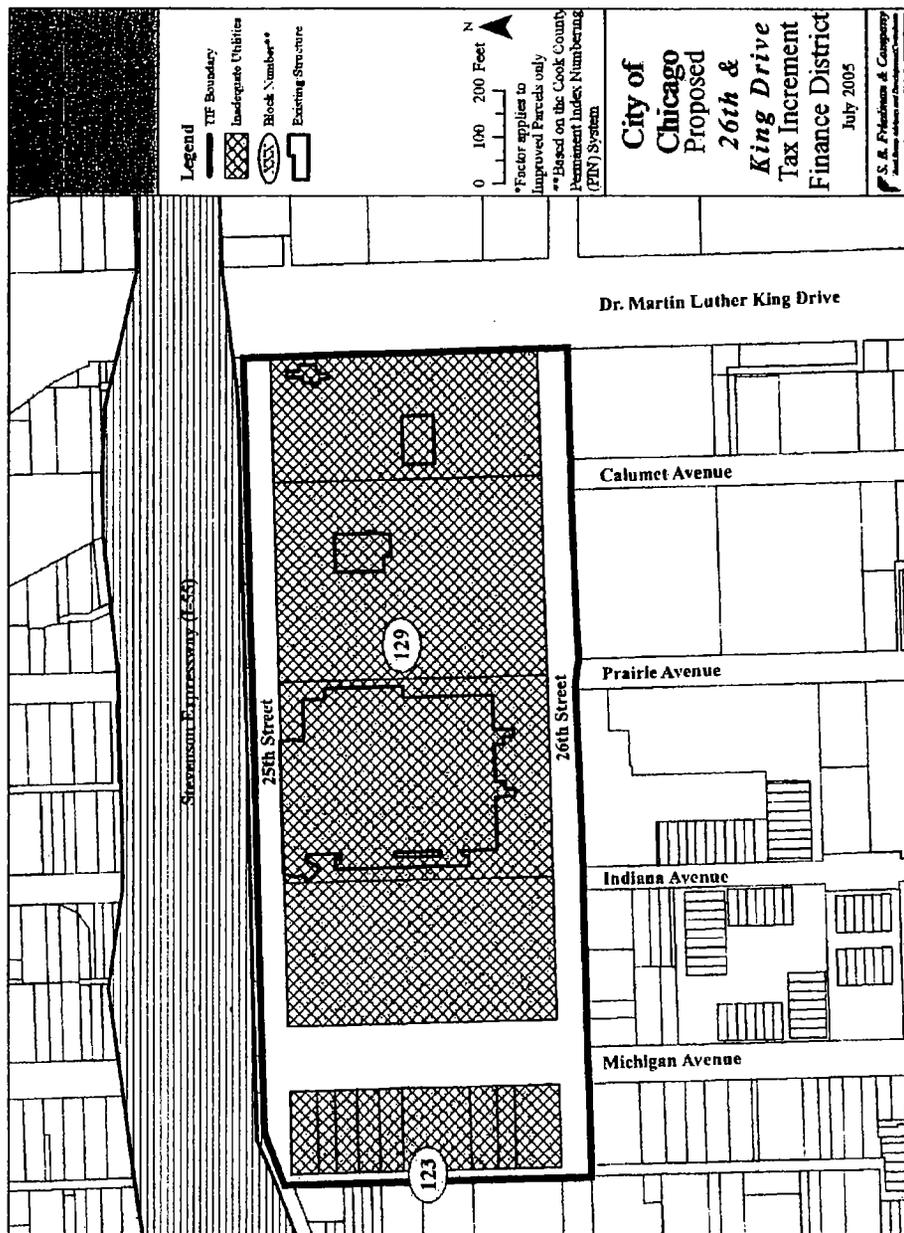
Deterioration.



Map 4C.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

Eligibility Factor.

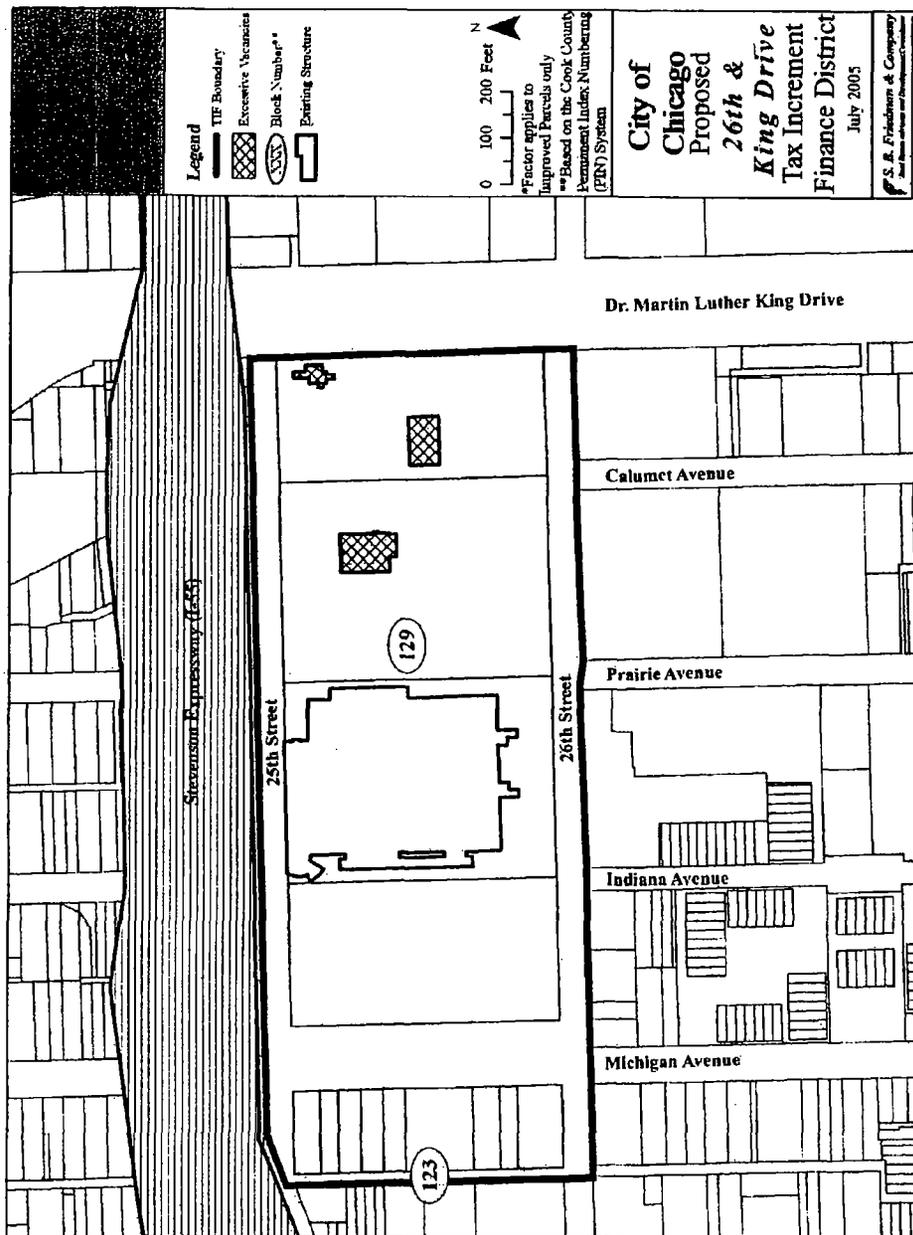
Inadequate Utilities.



Map 4D.
 (To 26th And King Drive Redevelopment Project Area
 Tax Increment Finance District Eligibility Study,
 Redevelopment Plan And Project)

Eligibility Factor.

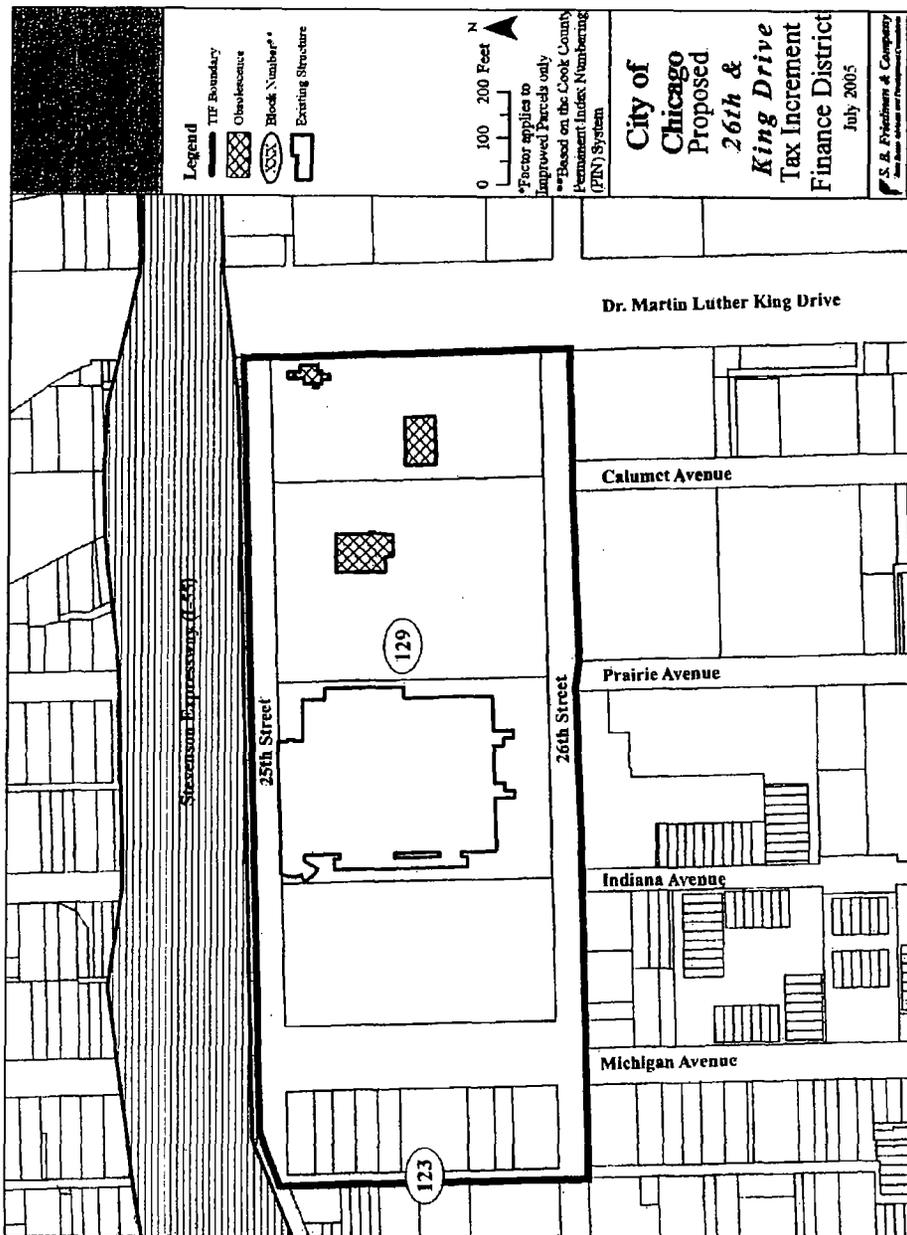
Excessive Vacancies.



Map 4E.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

Eligibility Factor.

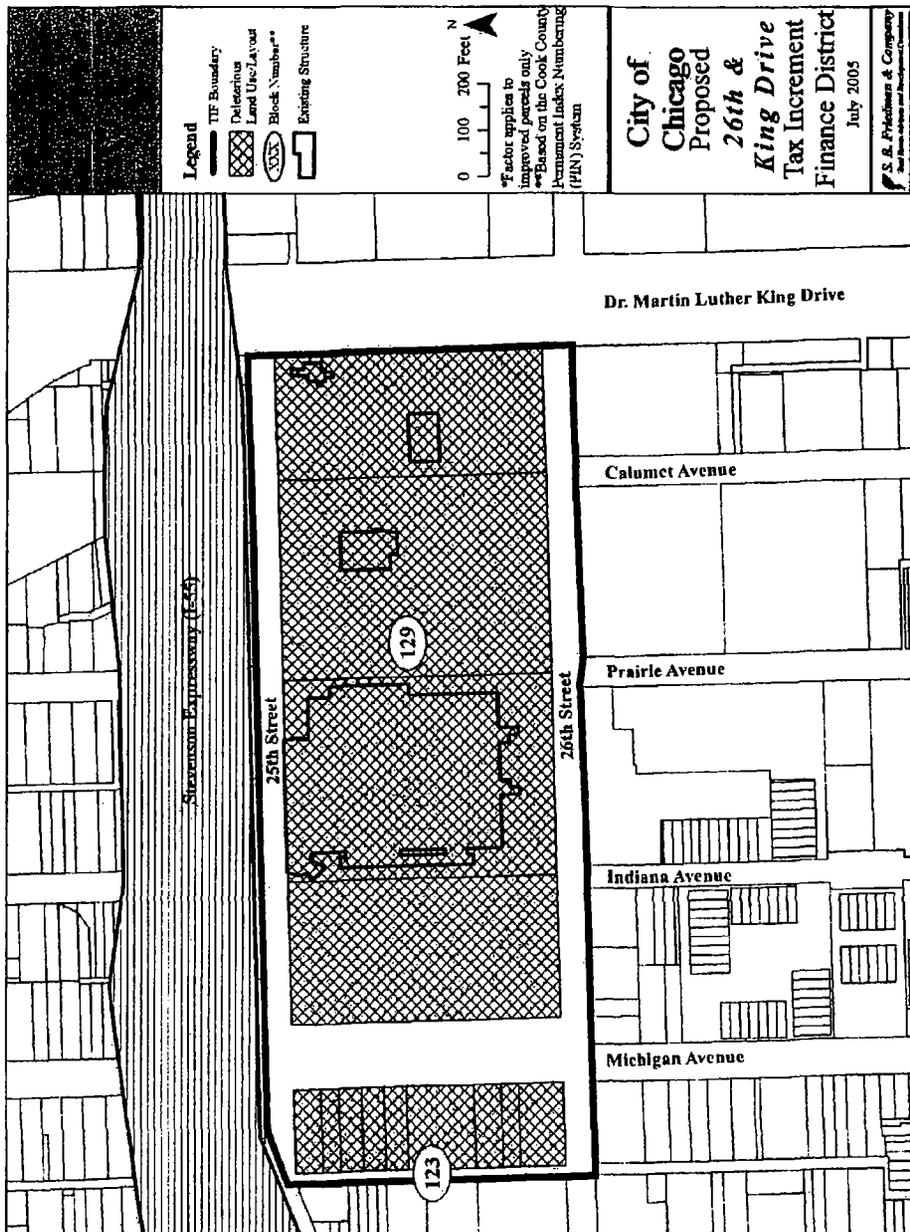
Obsolescence.



Map 4F.
 (To 26th And King Drive Redevelopment Project Area
 Tax Increment Finance District Eligibility Study,
 Redevelopment Plan And Project)

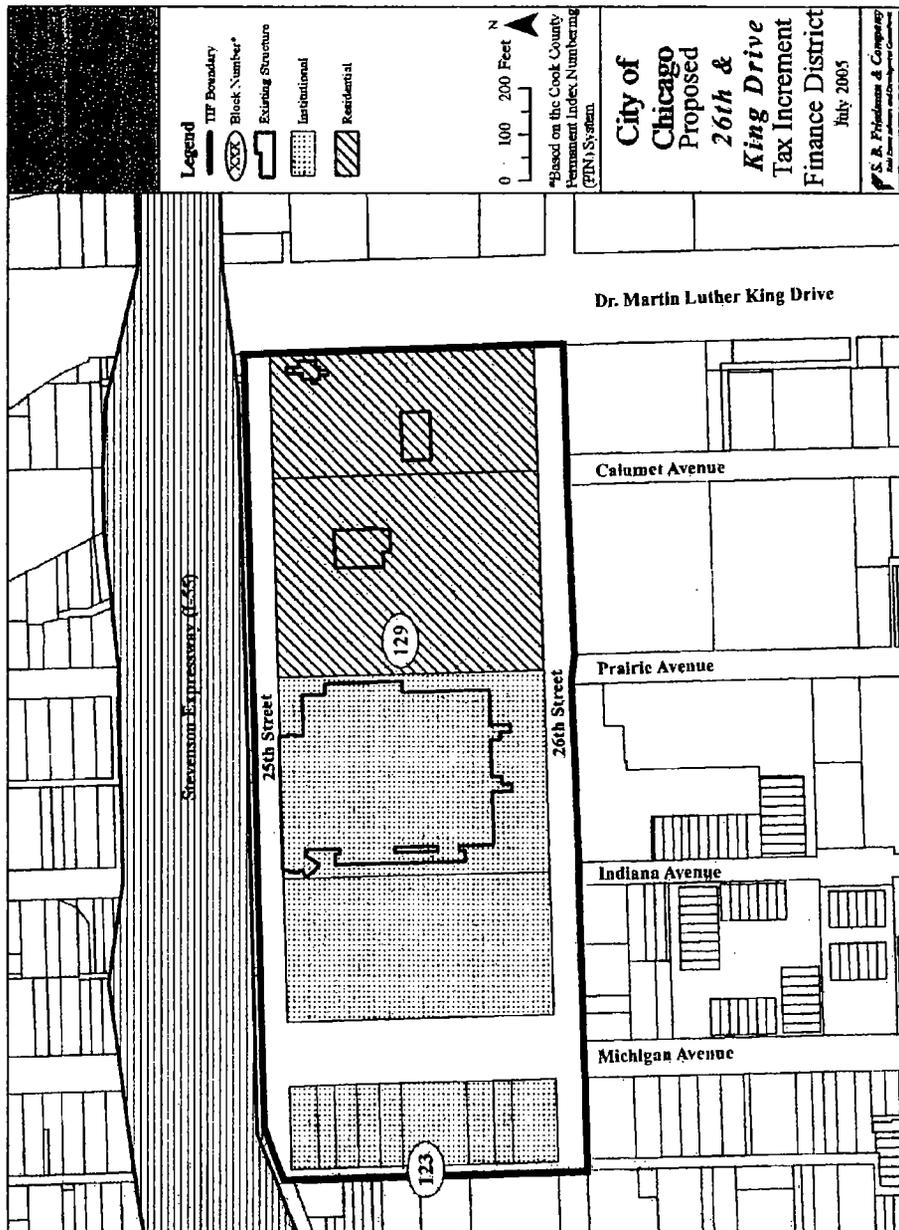
Eligibility Factor.

Deleterious Land-Use/Layout.



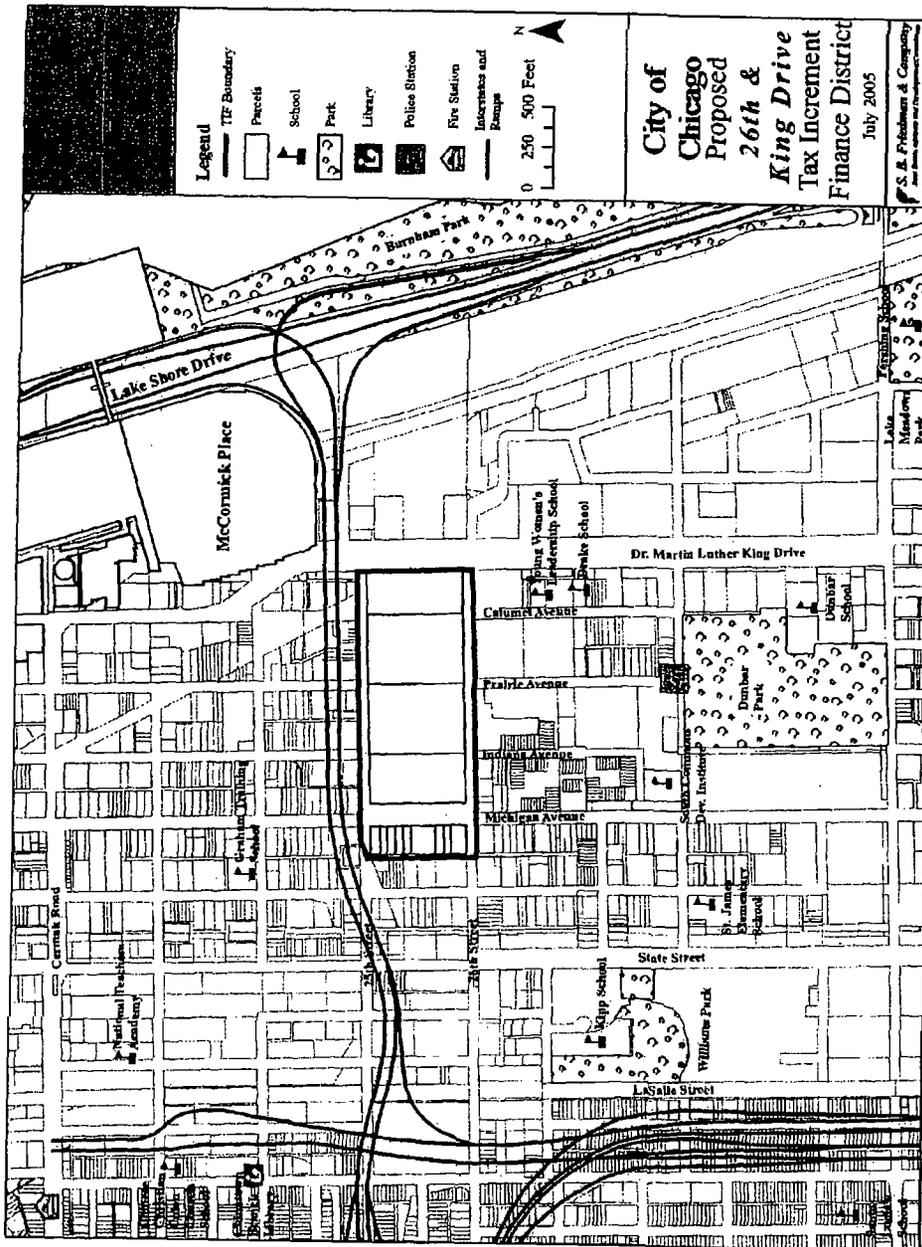
Map 5.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

Proposed Land-Use.



Map 6.
(To 26th And King Drive Redevelopment Project Area
Tax Increment Finance District Eligibility Study,
Redevelopment Plan And Project)

Community Facilities.



And

Adoption Of Tax Increment Allocation Financing.

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

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

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations, studies and surveys of the 26th and King Drive area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented the following documents to the Commission for its review:

The 26th and King Drive Redevelopment Project Area Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project (the "Plan") which includes the eligibility study;

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

Whereas, The Report and Plan were made available for public inspection and review since July 29, 2005, being a date not less than ten (10) days before the Commission meeting at which the Commission adopted Resolution 05-CDC-78 on August 9, 2005 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the availability of the Report and Plan, including how to obtain

this information, were sent by mail on August 15, 2005, which is within a reasonable time after the adoption by the Commission of Resolution 05-CDC-78 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located outside the proposed Area and within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were outside the proposed Area and closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

Whereas, Notice of the Hearing by publication was given at least twice, the first (1st) publication being on September 12, 2005, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second (2nd) publication being on September 19, 2005, both in the *Chicago Sun-Times* or the *Chicago Tribune*, being newspapers of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on September 19, 2005, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the Convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on August 12, 2005 being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on August 12, 2005 being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on October 11, 2005 at 1:00 P.M. at City Hall, at City Council Chambers, 2nd Floor, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on September 2, 2005 at 10:00 A.M. (being a date at least fourteen (14) days but not more than twenty-eight (28) days

after the date of the mailing of the notice to the taxing districts on August 12, 2005) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; and

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

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

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

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

- a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;
- b. the Plan:
 - (i) conforms to the comprehensive plan for the development of the City as a whole;
 - (ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;
- c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year of the adoption of the ordinance approving the designation of the Area as a redevelopment project area and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

- d. to the extent required by Section 5/11-74.4-3(n) (6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;
- e. the Plan will not result in displacement of residents from inhabited units;
- f. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;
- g. as required pursuant to Section 5/11-74.4-3(p) of the Act:
 - (i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and
 - (ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act;
- h. if the Area is qualified as a “blighted area”, whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is (i) present, with that presence documented to a meaningful extent so that it may be reasonably found that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;
- i. if the Area is qualified as a “conservation area”, the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area; [and]

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

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

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

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

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

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

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

Adopted: October 11, 2005.

[(Sub)Exhibit "A" referred to in this Resolution 05-CDC-93
unavailable at time of printing.]

Exhibit "C".
(To Ordinance)

Legal Description.

Those parts of various lots, parts of lots and streets and alleys in various subdivisions in part of the northwest quarter and part of the southwest quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the intersection of the north line of East 25th Street with the west line of South Park Avenue; thence south along the west line of South Park Avenue and its southerly extension to the easterly extension of the south line of East 26th Street; thence west along said easterly extension and the south line of East 26th Street to the southerly extension of the west line of the first 18 foot public alley west of South Michigan Avenue; thence north along said extension and the west line of said 18 foot public alley and its northerly extension to the north line of East 25th Street aforesaid; thence east along the north line of East 25th Street and its easterly extensions to the point of beginning, in Cook County, Illinois.

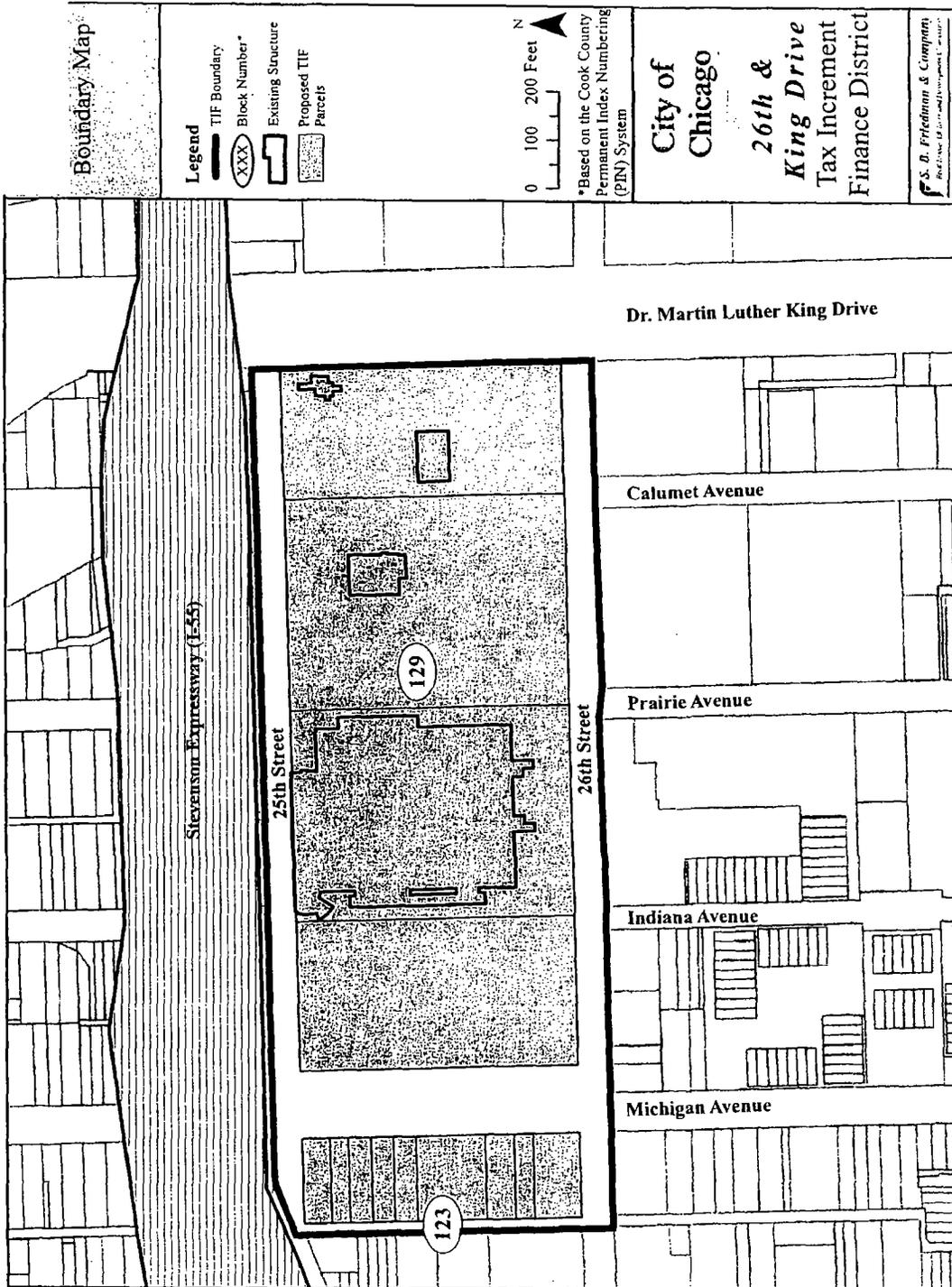
Exhibit "D".
(To Ordinance)

Street Boundaries Of The Area.

The Area is located within the near south side community area and is generally bounded by the Stevenson Expressway on the north, East 26th Street on the south, South Dr. Martin Luther King, Jr. Drive on the east, and the alley west of South Michigan Avenue on the west.

Exhibit "E".
(To Ordinance)

Boundary Map.



DESIGNATION OF 26TH AND KING DRIVE REDEVELOPMENT
PROJECT AREA AS TAX INCREMENT ALLOCATION
FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the 26th and King Drive Tax Increment Financing Redevelopment Project Area as a redevelopment project area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended

(the "Act"), for a proposed redevelopment project area to be known as the 26th and King Drive Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since July 29, 2005, being a date not less than ten (10) days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 05-CDC-78 on August 9, 2005 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on August 15, 2005, which is within a reasonable time after the adoption by the Commission of Resolution 05-CDC-78 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on September 2, 2005 at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on October 11, 2005; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 05-CDC-93, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The 26th And King Drive Redevelopment Project Area; now, therefore,

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

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

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

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

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

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

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

c. if the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a redevelopment project area on that basis is (i) clearly present within the intent of the Act and with that presence documented to a meaningful extent, and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

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

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed on page 67818 of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

Legal Description.

Those parts of various lots, parts of lots and streets and alleys in various subdivisions in part of the northwest quarter and part of the southwest quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the intersection of the north line of East 25th Street with the west line of South Park Avenue; thence south along the west line of South Park Avenue and its southerly extension to the easterly extension of the south line of East 26th Street; thence west along said easterly extension and the south line of East 26th Street to the southerly extension of the west line of the first 18 foot public alley west of South Michigan Avenue; thence north along said extension and the west line of said 18 foot public alley and its northerly extension to the north line of East 25th Street aforesaid; thence east along the north line of East 25th Street and its easterly extensions to the point of beginning, in Cook County, Illinois.

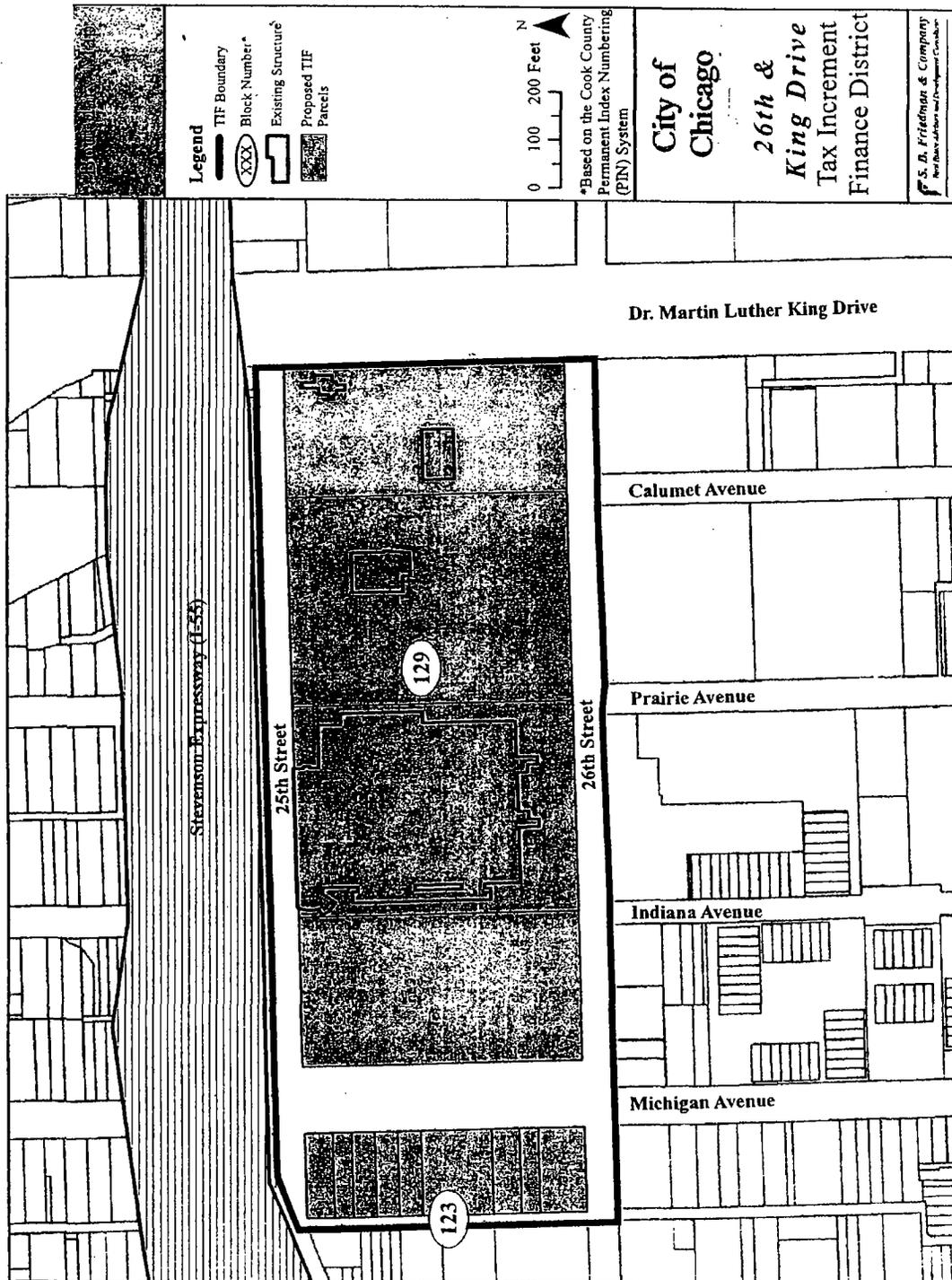
Exhibit "B".
(To Ordinance)

Street Boundaries Of The Area.

The Area is located within the near south side community area and is generally bounded by the Stevenson Expressway on the north, East 26th Street on the south, South Dr. Martin Luther King, Jr. Drive on the east, and the alley west of South Michigan Avenue on the west.

Exhibit "C".
(To Ordinance)

Boundary Map.



ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR 26TH AND KING DRIVE
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the adopting of a Tax Increment Financing for the 26th and King Drive Tax Increment Financing Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the 26th and King Drive Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 05-CDC-78, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The 26th And King Drive Redevelopment Project Area and has heretofore designated the area as a redevelopment project area by passage of An Ordinance Of The City Of Chicago, Illinois, Designating The 26th And King Drive Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

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

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation Of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in

Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. that portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. that portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the City treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "26th and King Drive Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

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

SECTION 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed
on page 67823 of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

Legal Description.

Those parts of various lots, parts of lots and streets and alleys in various subdivisions in part of the northwest quarter and part of the southwest quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the intersection of the north line of East 25th Street with the west line of South Park Avenue; thence south along the west line of South Park Avenue and its southerly extension to the easterly extension of the south line of East 26th Street; thence west along said easterly extension and the south line of East 26th Street to the southerly extension of the west line of the first 18 foot public alley west of South Michigan Avenue; thence north along said extension and the west line of said 18 foot public alley and its northerly extension to the north line of East 25th Street aforesaid; thence east along the north line of East 25th Street and its easterly extensions to the point of beginning, in Cook County, Illinois.

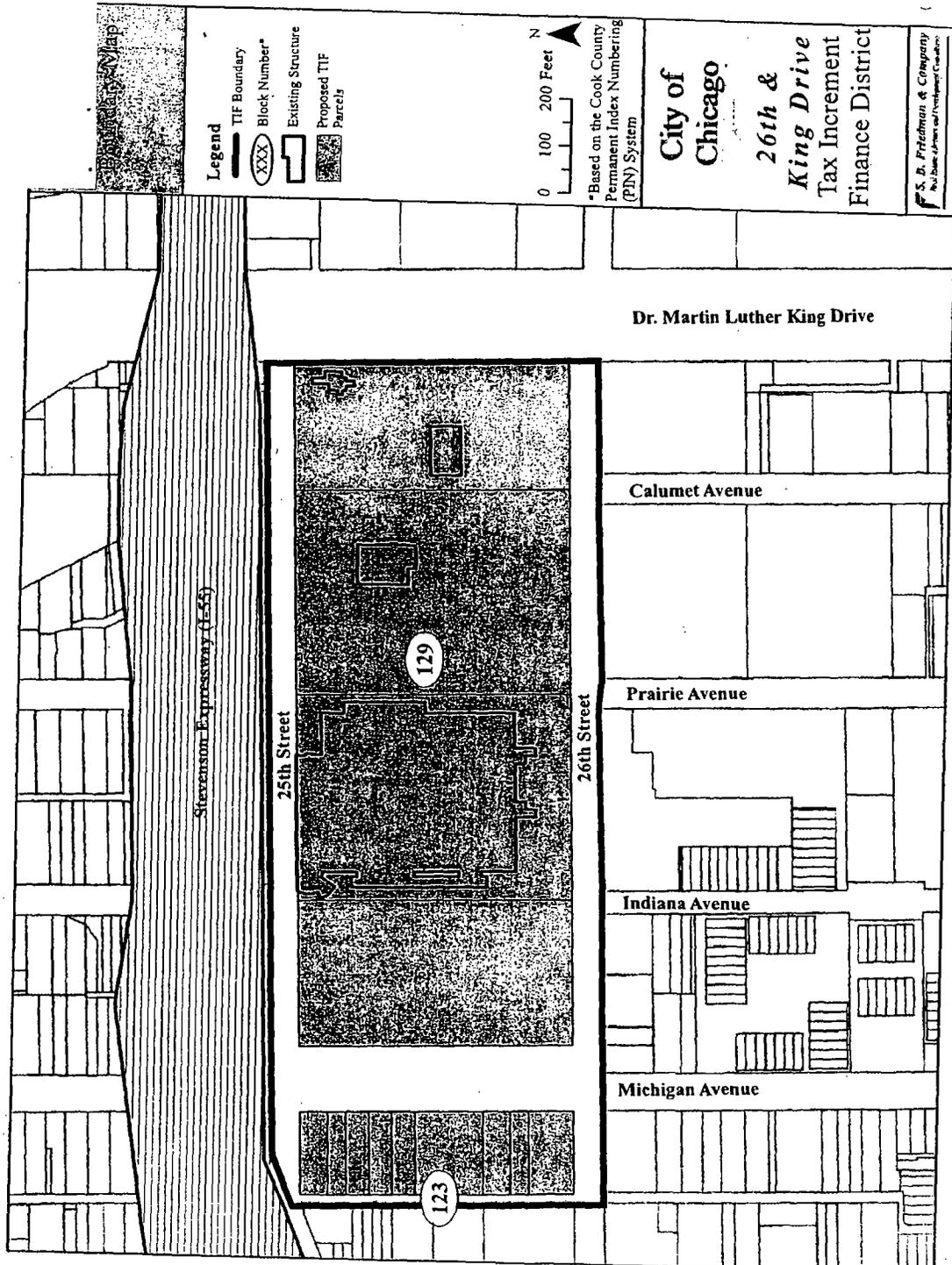
Exhibit "B".
(To Ordinance)

Street Boundaries Of The Area.

The Area is located within the near south side community area and is generally bounded by the Stevenson Expressway on the north, East 26th Street on the south, South Dr. Martin Luther King, Jr. Drive on the east, and the alley west of South Michigan Avenue on the west.

Exhibit "C".
(To Ordinance)

Boundary Map.



AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH VILLAGE OF CALUMET PARK
CONCERNING SEWER SERVICES.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing an intergovernmental agreement with the Village of Calumet Park, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

WHEREAS, The City is the owner of certain properties comprising a sewer system which serves primarily residents of the City (the "City's Sewer System"); and

WHEREAS, The City provides sewer services to certain nonresident users at premises located outside of the corporate limits of the City and has the authority to charge such nonresidents for the use of the City's Sewer System; and

WHEREAS, The City Council revised the schedule of service charges for sewer connections for premises outside the corporate limits of the City pursuant to an ordinance enacted on December 15, 2004 and published at pages 39833 to 39839 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal"), which schedule was established by the City Council pursuant to an ordinance (the "Initial Rate Ordinance") enacted on August 21, 1945 and published at pages 3903 -- 3904 of the *Journal* for such date; and

WHEREAS, The Village of Calumet Park ("Calumet Park") and the City have entered into a settlement agreement (the "Settlement") pursuant to which the parties agree that the amount due and owing by Calumet Park to the City for past sewer services is One Hundred Forty-two Thousand Six Hundred Thirty-three and 56/100 Dollars (\$142,633.56) to be paid in accordance with the terms of the Settlement; and

WHEREAS, Pursuant to the Settlement, Calumet Park and the City have agreed to enter into an agreement in substantially the form attached hereto as Exhibit A (the "Agreement") 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 City providing sewer services to Calumet Park; now, therefore,

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

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

SECTION 2. Calumet Park shall pay the City in the amount of One Hundred Forty-two Thousand Six Hundred Thirty-three and 56/100 Dollars (\$142,633.56) for past sewer services in installments as follows: fifty percent (50%) (Seventy-one Thousand Three Hundred Sixteen and 78/100 Dollars (\$71,316.78)) on or before the closing date of the Agreement and fifty percent (50%) (Seventy-one Thousand Three Hundred Sixteen and 78/100 Dollars (\$71,316.78)) on or before the one (1) year anniversary of the closing date of the Agreement.

SECTION 3. The Mayor and City Clerk are authorized to execute the Agreement, and such other documents as are necessary, between the City and Calumet Park, subject to the approval of the Corporation Counsel of the City as to form and legality, and to the approval of the Commissioner of the Department of Water Management, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. Nothing contained in this ordinance shall be deemed to limit the authority of the City of Chicago to negotiate or fix rates, by contract, with other municipalities for users of the City's Sewer System residing in such municipalities.

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

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

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

Exhibit "A".

Agreement Number ____.

Sewer Service Agreement

Between

The City Of Chicago, Illinois

And

The Village Of Calumet Park, Illinois.

This Sewer Service Agreement (this "Agreement") is made and entered into as of this ____ day of _____, 200__ (the "Closing Date") and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, an Illinois municipal corporation (the "City"), and the Village of

Calumet Park, an Illinois municipal corporation (the "Village"), located within the Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.G.C."). The City and the Village are referred to herein from time to time each as a "Party" and collectively as the "Parties".

Recitals.

Whereas, The City is the owner of certain properties comprising a sewer system which serves primarily residents of the City (the "City's Sewer System" as more particularly described below); and

Whereas, The Village is the owner of certain properties comprising a sewer system which serves primarily residents of the Village (the "Village's Sewer System" as more particularly described below); and

Whereas, Certain property owners and sewer service users located within the municipal boundaries of the Village currently have access to and use the City's Sewer System; and

Whereas, Certain property owners and sewer service users located within the municipal boundaries of the Village are indebted to the City for past sewer service provided by the City; and

Whereas, The Village, on behalf of said property owners and sewer service users, desires to settle all said claims due and owing the City to the Closing Date; and

Whereas, The Village on behalf of said property owners and sewer service users desires to enter into a contract with the City for sewer service; and

Whereas, On _____, the City Council of the City (the "City Council") adopted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages _____ to _____, among other things, authorizing the execution of this Agreement (the "City's Authorizing Ordinance"); and the Board of Trustees of the Village adopted an ordinance on _____ among other things, authorizing the execution of this Agreement (the "Village's Authorizing Ordinance", and collectively with the City's Authorizing Ordinance, the "Authorizing Ordinances");

Now, Therefore, In consideration of the above recitals which are made a contractual part of this Agreement and the mutual covenants and agreements hereinafter contained, the City and the Village agree as follows:

Terms And Conditions.

Section 1.

Definitions.

The following terms as used in this Agreement shall have the meanings set forth below unless the context indicates a different meaning:

“Alteration” means any change in the piping configuration or in any of the facilities, including construction of new facilities or changes or additions to existing facilities, comprising the Village’s Sewer System when such change, as reasonably determined by the Commissioner, would (i) materially increase the flow rate of Sewage through a Connection into the City’s Sewer System, or (ii) would materially impact the City’s Sewer System.

“ASTM” means ASTM International or a successor to such voluntary standards development organization.

“A.W.W.A.” means the American Water Works Association or a successor to such organization.

“Business Day” means a day on which banks in the City or the Village are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State or any ordinance or resolution of the City or the Village.

“Charge” means the fees paid by the Village to the City on behalf of the Nonresident Users or Owners for the use of the City’s Sewer System.

“City’s Sewer System” means the pipes, conduits, Manholes, Junction Structures and all other equipment and/or facilities owned and maintained by the City and installed to convey or carry Sewage.

“Commissioner” means the Commissioner of the City’s Department of Water Management or a successor City department.

“Connection” means a Direct and/or an Indirect Connection.

“County” means the County of Cook, Illinois.

“Department” means the City’s Department of Water Management or a successor City department.

“Direct Connection” means (i) each connection between the Village’s Sewer System and the City’s Sewer System; and (ii) each connection between an Owner’s Sewer Line and the City’s Sewer System. The Direct Connections permitted and governed by this Agreement are described in (Sub)Exhibit A attached hereto.

“Junction Structure” means a facility owned and operated by the City and installed at the intersection of two (2) or more converging sewer pipes larger than twenty-four (24) inches in diameter as they join a sewer pipe or conduit of at least thirty (30) inches in diameter to allow a change in direction, grade, material and size of sewer pipes and provide access to continuous sewer lines for the purpose of inspection and maintenance.

“Indirect Connection” means each connection between an Owner’s Sewer Line and the Village’s Sewer System which allows Sewage to be conveyed or discharged into the City Sewer System. The Indirect Connections permitted and governed by this Agreement are described in (Sub)Exhibit A attached hereto, as amended from time to time pursuant to the provisions of this Agreement.

“Manhole” means a structure, other than a Junction Structure, owned and operated by the City and used to facilitate a change in direction, grade, material and size of sewer pipes, and to provide access to continuous sewer lines for the purpose of inspection and maintenance.

“Municipal Code” means the Municipal Code of Chicago.

“Nonresident User” means any person, firm, association, corporation, governmental agency or other entity or organization which receives Sewage Discharge Services from the City and on whose behalf the Village has entered into this Agreement.

“Owner” means any person, firm, association, corporation, governmental agency or other entity or organization that owns in fee simple or a lesser estate land and/or buildings located within the municipal boundaries of the Village which receives Sewage Discharge Services from the City and on whose behalf the Village has entered into this Agreement.

“Owner’s Sewer Line” means the service piping, stubs and any other facility owned or maintained by the Village, Owners or Nonresident Users which carry or convey Sewage from the Premises into the City’s Sewer System through a Connection.

“Premises” means any building or parcel of real estate located within the municipal boundaries of the Village either (i) owned in fee simple or a lesser estate by an Owner; or (ii) used by a Nonresident User where Sewage is produced and carried to the City’s Sewer System through a Connection.

“Sewage” means a combination of water-carried wastes from residences, business buildings, institutional and industrial establishments, together with such ground surface and storm waters as may be present.

“Sewage Discharge Service” means the receipt of Sewage into the City’s Sewer System at the Direct Connections.

“State” means the State of Illinois.

“Village’s Sewer System” means the pipes, conduits, manholes, junction structures and all other equipment and/or facilities installed to convey or carry Sewage which are owned and maintained by the Village.

Section 2.

Service To Be Provided.

A. The City agrees to allow the Village to maintain the existing Direct and Indirect Connections at the locations shown in (Sub)Exhibit A.

B. The City shall supply the Village with Sewage Discharge Services of a quality commensurate with the sewer discharge services furnished to the City’s consumers within the City limits subject to limitations upon the City’s ability to do so caused by: (i) sewer treatment capacity and collection line capacity available to the City, (ii) lack of discharge capacity, (iii) obligation of the City to provide sewer services to others, (iv) the capacity of the City’s Sewer System, (v) completion of any improvements the City elects to make to provide sewer services to others.

C. Nothing in this Agreement shall obligate the City to provide Sewage Discharge Service if the provision thereof will result in the City being in violation of any applicable laws or other governmental regulations or result in a material breach of any agreements to which the City is a party.

D. The City shall not be considered in breach of or in default of its obligations under this Agreement in the event of any interruption or decrease of Sewage Discharge Service caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, acts of war or terrorism, and other events or conditions beyond the reasonable control of the City which in fact interferes with the City’s ability to provide Sewage Discharge Service through the Direct Connections. Upon the occurrence of the event causing

such interruption or decrease, the City shall promptly give written notice to the Village.

E. Subject to Sections 2.B, 2.C and 2.D of this Agreement, the City shall not be responsible in damages for any failure to provide the Sewage Discharge Service hereunder or for any interruption of the Sewage Discharge Service furnished hereunder unless such failure or interruption shall result from the City's wilful breach of this Agreement. The City shall, upon notice, restore services to the Village within a reasonable time.

Section 3.

Charges.

A. The fee for each Connection shall be calculated using the rate schedule for Sewage Discharge Services provided to users beyond the City's limits, as established by City ordinance, from time to time, according to the size of the pipe at each Connection.

B. In the case of a single Connection serving two (2) or more Premises, the fee shall be the product of the applicable rate for the size of the pipe at the Connection multiplied by the number of individual Premises discharging through the single Connection into the City's Sewer System.

C. Charges shall be assessed annually following the schedule of rates as the City shall be legally authorized to charge, said rate or rates being fixed by City ordinance setting the sewer rate schedule for Sewage Discharge Service provided to users beyond the City's limits (the "Annual Charge"). For each calendar year of Sewage Discharge Service provided by the City, the Annual Charge shall be paid in four (4) quarterly installments as billed by the City.

D. The Annual Charge shall be subject to any changes as directed from time to time by City ordinances setting the sewer rate schedule for Sewage Discharge Services, applicable to users beyond the City limits (each a "Rate Ordinance"). Notice of any change in the Annual Charge shall be communicated by the City to the Village no later than the first (1st) day of December of the year prior to the date on which such Annual Charge change takes effect. (Sub)Exhibit B contains the rate schedule for Sewage Discharge Service provided to users beyond the City's limits adopted by the City Council on December 15, 2004 and contained in Section 3-12-060 of the Municipal Code. The Commissioner may amend (Sub)Exhibit B from time to time to update the rate schedule as provided in this Section 3.D. Amendments pursuant to this Section 3.D shall be effective and binding on the City

and the Village on the first (1st) day of January following the date of adoption of the applicable Rate Ordinance without the need for further action by the City Council or the governing body of the Village.

E. The Village shall be charged a penalty for late payment of the Charges similar to that charged to customers inside the City as described in Section 6.D. Such late penalty shall be established by City ordinance from time to time. The late penalty described in Section 6.D is authorized by Section 3-12-070 of the Municipal Code.

F. The Village agrees to exercise best efforts to appropriate annually sufficient funds to provide for the payment to the City of the Charges.

G. The Village agrees to pay the City Seventy-one Thousand Three Hundred Sixteen and 78/100 Dollars (\$71,316.78) on the Closing Date and Seventy-one Thousand Three Hundred Sixteen and 78/100 Dollars (\$71,316.78) on the first (1st) year anniversary of the Closing Date in full settlement for all claims due and owing, including interest and penalties, as of January 1, 2002 against Owners and Nonresident Users indebted to the City for Sewage Discharge Service provided by the City.

Section 4.

Operation And Maintenance.

A. The Direct Connection shall mark the limit of the City's responsibility for maintenance of the City's Sewer System. The Village bears the responsibility for maintaining the quality of sewer services at any point within the Village's Sewer System up to and including the Direct Connection. Each Direct Connection and any future Direct Connection shall be equipped with a Junction Structure or Manhole located within the City limits and under the sole and complete control of the City. The City shall bear the cost and responsibility of maintaining or replacing Junction Structures or Manholes.

B. Plans, drawings and specifications of the Village's Sewer System must be submitted to the Commissioner as a precondition to the execution of this Agreement.

C. The Village shall provide and maintain the Village's Sewer System and bear the costs for severing any portion of it from the City's Sewer System. The rate of discharge from the Village's Sewer System into the City's Sewer System shall be limited to a maximum value as determined by the Commissioner. As such, the Village must install and maintain within its Sewer System, an in-line flow restrictor

device along with adequate upstream storm water storage capacity in its roadside ditches, sewers and/or appurtenant sewer structures.

D. The Village shall cooperate with the City in implementing measures to limit the amount of flow entering the City's Sewer System at the Connections during rain storms. These measures include, but are not limited to establishing a program to educate any residents of the Village within the drainage area of the Direct Connection on (i) the advantages of disconnecting downspouts, (ii) establishing incentives for residents to disconnect downspouts, and (iii) installing and maintaining restrictors in catch basins to prevent excess flow from entering the Village's Sewer System.

E. The Village shall not make or allow any additional Direct Connections other than those shown on (Sub)Exhibit A, without the approval of the Commissioner and the City Council.

F. The Village may authorize the disconnection of an Indirect Connection at any time and must notify the Commissioner of such decrease in the number of Indirect Connections promptly. The Parties may amend (Sub)Exhibit A to reflect a decrease in the number of Indirect Connections. Amendments pursuant to this Section 4.F shall be effective and binding on the City and the Village on the date set forth in the applicable amendment without the need for further action by the City Council or the governing body of the Village. The Village may authorize rehabilitation or construction of the Premises served by a six (6) inch Indirect Connection and the temporary interruption of up to twelve (12) months of Sewer Discharge Service through such Indirect Connection by giving forty-five (45) days prior written notice to the City as long as such rehabilitation or construction does not require (i) a zoning change, (ii) a change in the use of the Premises for commercial, industrial, residential or other purpose, (iii) changes in the use of the Premises from single-family to multi-family use; (iv) the resurfacing, grading, filling or excavating of fifteen thousand (15,000) square feet or more of contiguous area; (v) construction of parking lots or other contiguous impervious areas measuring more than seven thousand five hundred (7,500) square feet; (vi) construction or rehabilitation of over fifteen thousand (15,000) square feet of new roof area; or (vii) any change which may materially alter the rate of flow, amount or quality of Sewage discharge through such Indirect Connection as reasonably determined by the Commissioner.

G. The Village shall not overburden the Connections by letting any consumer of services provided by the Village's Sewer System (other than Owners or Nonresident Users) discharge Sewage into or through a Connection. The Village shall not allow Owners and Nonresident Users to overburden the Connection and the City's Sewer System by permitting discharge through a Connection not produced within the Premises served by such Connection.

H. The Village agrees to comply with and shall cause Nonresident Users and Owners to comply with any and all present and future (i) sanitary and storm

regulations of the City affecting sewer services, (ii) regulations and directives of the Department, including but not limited to the Storm Water Detention Requirements set forth in the then current Sewer Permit Requirement and Fees Booklet issued by the Department, (iii) rules and regulations of the M.W.R.D.G.C., and (iv) regulations and directives of the environmental protection agencies of the City, the State and the United States applicable to Sewage disposal as are in force in the City.

I. The Village agrees to keep the Village's Sewer System of similar efficiency as and operational with the City's Sewer System. The Village agrees that duly authorized engineers and inspectors of the City, in collaboration with representatives of the Village, shall be allowed to make inspections and tests upon due notice to the Village to determine whether the Village's Sewer System is operating properly and complies with all State and Federal laws and regulations, City ordinances and other rules and regulations set forth in Sections 4.H and 4.G. If as a result of any such inspection or test, the City shall determine that the Village's Sewer System, a portion thereof or any facility thereof is out of compliance with any such law, rule, regulation or ordinance (each a "Noncompliance Event"), the City shall give the Village notice thereof. Such notice shall specify (i) what portion or facility of the Village's Sewer System is out of compliance, (ii) what Alteration the City deems necessary to bring the Village's Sewer System in compliance with such laws and regulations, and (iii) a reasonable time to complete the requested Alteration. Thereafter, the Village shall have a reasonable time within which to make such Alteration. The Commissioner shall determine what shall be a reasonable time for the Village to make such Alteration with regard to the following: (i) the nature and extent of the Noncompliance Event; (ii) the effect, if any, of the Noncompliance Event upon the operation or efficiency of the City's Sewer System; and (iii) the difficulty, time and cost of bringing the Village's Sewer System into compliance. The failure, neglect or refusal of the Village to make said repairs, installations or changes as required by this Section 4.I upon notice in writing so to do from the Commissioner within the time periods specified shall furnish sufficient grounds for the City to interrupt, limit or terminate Sewage Discharge Services through the Direct Connection.

J. If the Village desires to make any Alterations, all drawings, plans and specifications for such Alterations, which shall be prepared by a professional engineer licensed to practice in the State of Illinois and shall include profiles showing United States Geological Survey elevations and the location of each affected Connection, must be submitted to the Commissioner and approved by the Commissioner prior to the start of any construction, installation or change. All equipment installed or used in connection with the Alteration shall comply with all applicable laws and regulations and shall be of a manufacture and type meeting City standards for comparable equipment as adopted by the City by ordinance, as set forth in the Municipal Code, or as set forth in regulations issued by the Department consistent with standards adopted by ASTM, A.W.W.A. or other broadly recognized standards for sewer equipment. All Alteration work shall be performed by a qualified sewer contractor licensed and bonded in the State of Illinois. The

Village shall not make or allow any additional Indirect Connections other than those shown on (Sub)Exhibit A, without the approval of the Commissioner. If an Alteration adds an Indirect Connection or changes the location or size of Indirect Connections and such Alteration is approved by the Commissioner pursuant to authority granted under the Chicago Municipal Code or the City's Authorizing Ordinance, the Parties may amend (Sub)Exhibit A to reflect the change in the number or size of Indirect Connections. Amendments pursuant to this Section 4.J shall be effective and binding on the City and the Village on the date set forth in the applicable amendment without the need for further action by the City Council or the governing body of the Village.

Section 5.

Emergency.

A. The Village shall not permit any Sewage discharge through a Connection furnished hereunder by any party outside the municipal boundaries of the Village, except that it may allow such use in an emergency to other users if it provides notice to the Commissioner within one (1) Business Day of such emergency discharge.

B. The Parties agree to notify one another as promptly as possible of all emergency and other conditions which may directly or indirectly affect the Connections, the Village's Sewer System or the City's Sewer System, or which may affect the quality of sewer services in either Party's Sewer System.

C. The Village shall allow duly authorized engineers and inspectors of the City to make inspections of any condition identified under Section 5.B hereof. This inspection shall include any tests required at the City's discretion.

Section 6.

Remedies.

A. If the Village fails to comply with or perform any of the conditions or obligations on its part which may materially affect the health and safety of the residents of the City of Chicago or the integrity of the City's Sewer System, and if after such failure the City shall notify the Village in writing of its intention to terminate, limit or interrupt Sewage Discharge Services (the "Emergency Notice") on account of such

failure, refusal or neglect, then the City shall have a right to terminate, limit or interrupt Sewage Discharge Service at the expiration of ten (10) days after the giving of such notice and to terminate this Agreement unless within this ten (10) day period the Village makes repairs or performs the conditions or obligations requested by the Commissioner. At the written request of the Village delivered to the City no less than three (3) Business Days prior to the expiration of the expiration of the ten (10) day period as set forth in the notice issued by the City under this Section 6.A, the Commissioner or a designee of the Commissioner shall meet with Village representatives to provide the Village an opportunity to contest the grounds for termination, interruption or limitation of the Sewer Discharge Service. Nothing in this Section 6.A shall limit the right of the City to reduce or limit Sewage Discharge Service under the provisions of Section 2 of this Agreement.

B. If the Village fails to comply with or perform any of the conditions or obligations on its part which do not materially affect the health and safety of the residents of the City of Chicago or the integrity of the City's Sewer System, and if after such failure the City shall notify the Village in writing of its intention to terminate, limit or interrupt Sewage Discharge Service on account of such failure, refusal or neglect, then the City shall have a right to terminate, limit or interrupt Sewage Discharge Service at the expiration of ninety (90) days after the giving of such notice and to terminate this Agreement unless within this ninety (90) day period the Village makes repairs or performs the conditions or obligations requested by the Commissioner. At the written request of the Village delivered to the City no less than ten (10) Business Days after receipt of the City's notice issued under this Section 6.B, the Commissioner or a designee of the Commissioner shall meet with Village representatives to provide the Village an opportunity to contest the grounds for termination, interruption or limitation of the Sewer Discharge Service. Nothing in this Section 6.B shall reduce the grace periods and provisions specified in Section 4.I of this Agreement.

C. The limitation, termination or interruption of Sewage Discharge Services and/or the disconnection of a Connection under Section 6.A or 6.B shall not release the Village from its obligation to make payments on past due services rendered under this Agreement. The City reserves the right to initiate actions to recover charges as permitted by 65 ILCS 5/11-141-7.

D. An accrued past due sewer service liability in excess of Ten Thousand Dollars (\$10,000) may subject the Owner or the Nonresident User of the subject Premises to an additional penalty, to be imposed in a separate hearing, in an amount not less than Fifty (\$50) and not more than Five Hundred Dollars (\$500) for the delinquency. Each day that a past due service liability exceeds Ten Thousand Dollars (\$10,000) shall constitute a separate delinquency. In determining whether to impose this additional penalty, the hearing officer may consider all reasons for the failure to make timely payment. The amount of this additional penalty does not include the delinquent amount owed for sewer service and any applicable late payment penalties, nor does it affect any other remedies of the City pursuant to the provisions of the Municipal Code, including right to a lien on the subject Premises.

E. Charges for sewer service hereunder shall be a lien upon the Premises served pursuant to the law thereto pertaining. When such charges have been delinquent for a period of sixty (60) days, the superintendent of water collections of the Village shall cause a statement of lien to be recorded against the Premises served and delinquent in the form and manner provided by law. The failure to record such a lien or to mail notice thereof shall not affect the right of the City to be paid for the sewer service by the Village or affect the right of the Village to foreclose or adjudicate such lien, by an equitable action in accordance with the statutory requirements therefor.

Section 7.

Indemnity.

A. The Village agrees to indemnify the City, its officials, agents and employees (collectively, the "Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including reasonable attorneys' and expert witnesses' fees and court costs for such Indemnitees in connection with any investigative, administrative or judicial proceeding before an agency or court of competent jurisdiction, whether or not such Indemnitees shall be designated as parties thereto) (each a "Loss" and collectively the "Losses") that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

- (i) the Village's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (ii) the existence of any material misrepresentation or omission in this Agreement, or any other document related to this Agreement that is the result of information supplied or omitted by the Village or any agents, employees, contractors or persons acting under the control or at the request of the Village; or
- (iii) the Village's failure to cure any misrepresentation in this Agreement;

provided, however, that the Village shall have no obligation to an Indemnitee arising from any wrongful act of the Indemnitee. The provisions of the undertakings and indemnification set out in this Section 7 shall survive the termination of this Agreement.

B. To the extent permissible by law, the Village waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of the Village that may be subject to the Workers' Compensation Act, 820 ILCS 305/1, et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Worker's Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

C. If a Connection is lawfully disconnected by the City, the Village hereby releases and forever discharges the City from any loss it may sustain or claim to sustain by reason of such service being disconnected. If a Connection is lawfully disconnected by the Village, the Village hereby releases and forever discharges the City from any loss it may sustain or claim to sustain by reason, of such service being disconnected.

Section 8.

No Personal Liability.

No elected or appointed official or member or employee or agent of the City or the Village shall be individually or personally liable in connection with this Agreement.

Section 9.

Term.

Subject to the survival and early termination provisions herein, this Agreement shall be in force and effect for a period starting on the Closing Date and ending on _____, 201_; provided, however, that the City and the Village may agree to renew this Agreement (without the need for further action by the City Council or the governing body of the Village) for three (3) successive ten (10) year terms, not to exceed in the aggregate forty (40) years from _____, 200_. If either Party shall desire to renew this Agreement, such Party shall provide written notice thereof to the other Party by June 1st of the year on which said ten (10) year term expires. This Agreement shall be a continuing valid and binding obligation of the Village as hereinafter provided for the term and each separate renewal term thereof (each such renewal term to be treated as the term of a new agreement).

Section 10.

General Provisions.

A. Assignment. This Agreement, or any portion thereof, shall not be assigned by either Party without the express prior written consent of the other.

B. Authority. Execution of this Agreement by the City and the Village is authorized by the Authorizing Ordinances. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

C. Compliance With Laws. The parties agree to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

D. Construction Of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

E. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

F. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

G. Further Assurances. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

H. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

I. Integration. This Agreement contains the entire agreement between the parties.

J. Modification. No officer, official or agent of either Party has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind that Party by making any promise or representation not contained herein, provided however,

that (i) the Parties may modify (Sub)Exhibit A according to the procedures described in Section 4.F hereof, (ii) upon a request by the Village, the Commissioner has the right to approve modifications to (Sub)Exhibit A and the information referenced therein pertaining to Indirect Connections according to the procedures described in Section 4.J hereof; (iii) the Commissioner may modify and amend (Sub)Exhibit B and the information referenced therein according to the procedures described in Section 3.D hereof; (iv) the Parties may extend the term of this Agreement pursuant to Section 9 hereof; and (v) that all references in this Agreement to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

K. Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified, first class mail, return receipt requested.

If To The City:

Commissioner
Department of Water Management
City of Chicago
Jardine Water Purification Plant
1000 East Ohio Street
Chicago, Illinois 60611
Telephone: (Omitted for printing
purposes)

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

In An Emergency
By Telephone:

Commissioner
Department of Water Management
City of Chicago
Telephone: (Omitted for printing
purposes)

If To The Village:

Village of Calumet Park

Attention: _____

12409 South Throop Street
Calumet Park, Illinois 60827

Telephone: (Omitted for printing
purposes)

Fax: (Omitted for printing
purposes)

In An Emergency:

Village of Calumet Park

Attention: _____

12409 South Throop Street
Calumet Park, Illinois 60827

Such addresses may be changed by notice to the other Party given in the same manner as provided above. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (b) hereof shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (c) hereof shall be deemed received two (2) days following deposit in the mail.

The Village shall notify the City in writing and keep the City informed of the responsible individual in charge of operations of the Village's Sewer System.

L. No Severability. This Agreement shall be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's or the Village's rights to contract for the provision of sewer services.

M. No Third Party Beneficiaries. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than the City and the Village. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Village, shall be deemed or construed by any of the parties hereto or by third persons to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Village.

N. Titles And Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

O. Time. Time is of the essence in the performance of this Agreement.

In Witness Whereof, The City has caused this Agreement to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and duly attested by its City Clerk, and the Village has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President and its Corporate Seal to be hereto affixed, duly attested by its Village Clerk, all as of the date first above written.

City of Chicago, Illinois

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved:

By: _____
Commissioner,
Department of Water Management

Approved as to Form and Legality:

By: _____
Assistant Corporation Counsel

Village of Calumet Park, Illinois

By: _____
President

Attest:

[Seal]

By: _____
Village Clerk

(Sub)Exhibits "A" and "B" referred to in this Sewer Service Agreement with Village of Calumet Park read as follows:

(Sub)Exhibit "A".
(To Sewer Service Agreement With
Village Of Calumet Park)

Village Of Calumet Park, Illinois

Authorized Connections.

Total Number of Indirect Connections: 272 Indirect Connections

Size	Number	Monthly Charge Per Connection
6 inches	265	\$ 10.65
8 inches	7	39.86

Total Annual Charge: \$37,215.24

Itemized list of Indirect Connections: [to be attached at closing].

(Sub)Exhibit "B".
(To Sewer Service Agreement With
Village Of Calumet Park)

*Rate Schedule For
Sewage Discharge Service For Nonresident Users.*

Adopted By The City Council On December 15, 2004.

Monthly Charges.

Size Of Connection	Monthly Rate
6 inches or less	\$ 10.65
8 inches	39.86
10 inches	62.00
12 inches	88.57
15 inches	139.50
18 inches	199.28
21 inches	272.36
24 inches	354.29
27 inches	449.50
30 inches	553.57
33 inches	670.93
36 inches	797.15
42 inches	1,085.00
48 inches	1,417.15
54 inches	1,793.58
60 inches	2,214.29
66 inches	2,679.30
72 inches	3,188.58

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS AND REFUND OF FEES
FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred October 6, November 1 and December 14, 2005, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and refund of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Chicago Housing Authority.
(Washington Park Homes)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Housing Authority (Washington Park Homes) a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at the following locations:

- 4010 -- 4024 South Wabash Avenue -- eight (8) units
- 4033 -- 4043 South Wabash Avenue -- six (6) units
- 4517 -- 4519 South Wabash Avenue -- twelve (12) units
- 4023 -- 4025 South Wabash Avenue -- six (6) units
- 3932 -- 3938 South Prairie Avenue -- four (4) units
- 3940 -- 3946 South Prairie Avenue -- four (4) units
- 3948 -- 3954 South Prairie Avenue -- four (4) units
- 4008 -- 4010 South Prairie Avenue -- six (6) units
- 4012 -- 4014 South Prairie Avenue -- eighteen (18) units
- 4013 -- 4027 South Prairie Avenue -- eight (8) units

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

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

New Saint Paul Church Of God In Christ.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to New Saint Paul Church of God in Christ, 2113 West Marquette Road, for the construction of a new church in the current parking lot.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

LICENSE FEE EXEMPTIONS.

Retail Food.

Saint Pius V Parish, Casa Juan Diego.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the

following institution, which is not operated for gain, is hereby exempt from payment of the annual Retail Food License fee (Code 1006) for the 2005/2006 licensing period:

Saint Pius V Parish, Casa Juan Diego
2020 South Blue Island Avenue.

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

Saint Pius V Parish, Church Assembly.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following institution, which is not operated for gain, is hereby exempt from payment of the annual Retail Food License fee (Code 1006) for the 2005/2006 licensing period:

Saint Pius V Parish, Church Assembly
1919 South Ashland Avenue.

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

Wholesale Food.

*M.E.D.A. (Mejorandonos Educandonos Damos
Ayuda) Bettering/Educating/Giving Help.*

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the

following institution, which is not operated for gain, is hereby exempt from payment of the annual Wholesale Food License fee (Code 1007) for the February 16, 2006 through February 15, 2007 licensing period:

M.E.D.A. (Mejorandonos Educandonos Damos Ayuda)
Bettering/Educating/Giving Help
2406 South Western Avenue.

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

REFUND OF FEES.

City Wide Early Childhood Center.

Ordered, That the Executive Director of Construction and Permits, the City Comptroller and the Director of Revenue are hereby authorized and directed to refund the amount of \$2,109.00 to City Wide Early Childhood Center, a not-for-profit institution, for their property located at 920 West 19th Place, representing payment of the following building permit fees: Permit Number 100008246, date issued February 2, 2005, amount \$2,109.00.

*Gaylord And Dorothy Donnelly Foundation
Of Chicago, Illinois.*

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$3,535.00, to the Gaylord and Dorothy Donnelly Foundation of Chicago, Illinois located at 35 East Wacker Drive, Suite 2600, Chicago, Illinois 60601, a not-for-profit organization.

PAWS Chicago.

Ordered, That the Executive Director of Construction and Permits, the City Comptroller and the Director of Revenue are hereby authorized and directed to refund the amount of \$27,873.00 to PAWS Chicago, a not-for-profit institution located at 1997 North Clybourn Avenue, representing payment of a Building Permit fee Number 100034545.

Spencer Foundation Of Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$10,600.00 to the Spencer Foundation of Chicago, Illinois located at 875 North Michigan Avenue, Suite 3930, a not-for-profit organization: project location: 625 North Michigan Avenue, 16th Floor.

EXEMPTION OF ADVOCATE ILLINOIS MASONIC MEDICAL CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING FEBRUARY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Tunney (44th Ward) exempting Advocate Illinois Masonic Medical Center, various locations, from payment of all city permit, license and inspection fees for the period ending February 15, 2007, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schuller, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Advocate Illinois Masonic Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 834 West Nelson Street, 811 West Wellington Avenue, 952 West Wellington Avenue, 844 West Wellington Avenue, 810 West Nelson Street, 911 West

Wellington Avenue, 836 West Wellington Avenue, 901 West Wellington Avenue, 917 West Wellington Avenue, 814 West Nelson Street, 824 West Nelson Street, 925 West Wellington Avenue, 831 West Nelson Street, 836 West Nelson Street, 932 West Wellington Avenue, 856 West Nelson Street, 924 West Wellington Avenue, 954 West Wellington Avenue, 919 West Wellington Avenue, 927 West Wellington Avenue, 3038 -- 3056 North Wilton Avenue, 900 -- 906 West Oakdale Avenue, 929 West Wellington Avenue, 3000 North Halsted Street, 937 West Wellington Avenue, 939 West Wellington Avenue, 921 West Nelson Street, 839 West Nelson Street, 937 West Nelson Street, 3008 -- 3016 North Sheffield Avenue, 925 West Nelson Street, 3023 North Sheffield Avenue, 3015 North Sheffield Avenue and 938 West Nelson Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Advocate Illinois Masonic Medical Center, a not-for-profit Illinois corporation located at 834 West Nelson Street, 811 West Wellington Avenue, 952 West Wellington Avenue, 844 West Wellington Avenue, 810 West Nelson Street, 911 West Wellington Avenue, 836 West Wellington Avenue, 901 West Wellington Avenue, 917 West Wellington Avenue, 814 West Nelson Street, 824 West Nelson Street, 925 West Wellington Avenue, 831 West Nelson Street, 836 West Nelson Street, 932 West Wellington Avenue, 856 West Nelson Street, 924 West Wellington Avenue, 954 West Wellington Avenue, 919 West Wellington Avenue, 927 West Wellington Avenue, 3038 -- 3056 North Wilton Avenue, 900 -- 906 West Oakdale Avenue, 929 West Wellington Avenue, 3000 North Halsted Street, 937 West Wellington Avenue, 939 West Wellington Avenue, 921 West Nelson Street, 839 West Nelson Street, 937 West Nelson Street, 3008 -- 3016 North Sheffield Avenue, 925 West Nelson Street, 3023 North Sheffield Avenue, 3015 North Sheffield Avenue and 938 West Nelson Street engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Advocate Illinois Masonic Medical Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 15, 2007.

EXEMPTION OF THE ART INSTITUTE OF CHICAGO FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING JANUARY 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Cárdenas (12th Ward) exempting The Art Institute of Chicago, 1919 West 43rd Street, from payment of all city permit, license and inspection fees for the year ending January 31, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of Construction and permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Art Institute of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 1919 West 43rd Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Art Institute of Chicago a not-for-profit Illinois corporation located at 1919 West 43rd Street, also doing business engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Art Institute of Chicago shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond January 31, 2007.

EXEMPTION OF JACKSON PARK HOSPITAL FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING FEBRUARY 16, 2007.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Stroger (8th Ward) exempting Jackson Park Hospital, 7501, 7531 South Stony Island Avenue and 1625 East 75th Street, from payment of all city permit, license and inspection fees for the period ending February 16, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Jackson Park Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at 7501 South Stony Island Avenue, 7531 South Stony Island Avenue and 1625 East 75th Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Jackson Park Hospital, a not-for-profit Illinois corporation, also doing business engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Jackson Park Hospital shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 16, 2007.

EXEMPTION OF JEWISH FEDERATION OF METROPOLITAN CHICAGO
FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING DECEMBER 31, 2006.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting the Jewish Federation of Metropolitan Chicago, 200 West Monroe Street/30 South Wells Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2006, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of Construction and Permits, the Director of Revenue, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Jewish Federation of Metropolitan Chicago, a not-for-profit Illinois corporation,

related to the erection and the maintenance of buildings(s) and fuel storage facilities at 200 West Monroe Street/30 South Wells Street.

Said building(s) and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Jewish Federation of Metropolitan Chicago, a not-for-profit Illinois corporation located at 200 West Monroe Street/30 South Wells Street, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Jewish Federation of Metropolitan Chicago shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond December 31, 2006.

EXEMPTION OF NORTHWESTERN MEMORIAL HOSPITAL, 400 EAST
ONTARIO STREET, FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING DECEMBER 31, 2006.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed

ordinance presented by Alderman Natarus (42nd Ward) exempting Northwestern Memorial Hospital, 400 East Ontario Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2006, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northwestern Memorial Hospital, a not-for-profit Illinois corporation, related to the erection and the maintenance of buildings(s) and fuel storage facilities located at 400 East Ontario Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Northwestern Memorial Hospital, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Northwestern Memorial Hospital shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2006.

EXEMPTION OF NORTHWESTERN MEMORIAL HOSPITAL, VARIOUS
LOCATIONS, FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Natarus (42nd Ward) exempting Northwestern Memorial Hospital, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings and the Commissioner of Construction and Permit, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northwestern Memorial Hospital, a not-for-profit Illinois corporation, related to the erection and the maintenance of buildings(s) and fuel storage facilities located at:

Address	Building
251 East Huron Street	Main Hospital Building
201 East Huron Street	Main Hospital Building

Address	Building
675 North St. Clair Street	Main Hospital Building
676 North St. Clair Street	Main Hospital Building
245 East Chicago Avenue/250 East Superior Street	New Women's Hospital
710 North Fairbanks Court	Olson Pavilion
333 East Superior Street/320 East Huron Street	Prentice/Stone Pavilion
215 East Chicago Avenue	Galter Carriage House
244 East Pearson Street	Worcester House
259 East Erie Street	
240 East Ontario Street	
441 East Ontario Street	MRI Building
401 East Erie Street	Erie/McClurg Parking Facility
680 North Lake Shore Drive	Leased Offices
446 -- 448 East Ontario Street	Onterie Center, Leased Offices

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Northwestern Memorial Hospital, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Northwestern Memorial Hospital shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2007.

EXEMPTION OF SAINT JOSEPH HOSPITAL FROM PAYMENT OF
CITY PERMIT, LICENSE AND INSPECTION FEES FOR
PERIOD ENDING FEBRUARY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Tunney (44th Ward) exempting Saint Joseph Hospital, 2900 North Lake Shore Drive and 2845 North Sheridan Road, from payment of all city permit, license and inspection fees for the period ending February 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings and the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Joseph Hospital, a not-for-profit Illinois corporation, related to the erection and the maintenance of building(s) and fuel storage facilities at 2900 North Lake Shore Drive and 2845 North Sheridan Road.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Joseph Hospital, a not-for-profit Illinois corporation located at 2900 North Lake Shore Drive and 2845 North Sheridan Road, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint Joseph Hospital shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 15, 2007.

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND
NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

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 firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 67867
through 67883 of this *Journal*.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or 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 67884
through 67887 of this *Journal*.]

1/11/2006

REPORTS OF COMMITTEES

67867

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER NO.
ABBATE	POLICE OFFICER	TWENTIETH DISTRICT	8/10/2005	6026.77
ABDULLAH	POLICE OFFICER	TWENTY THIRD DISTRICT	7/22/2005	342.04
ACEVEDO	POLICE OFFICER	TENTH DISTRICT	5/17/2005	757.25
ACOSTA	POLICE OFFICER	ELEVENTH DISTRICT	8/19/2005	343.70
ADAMS	POLICE OFFICER	TWENTY FIRST DISTRICT	4/20/2005	417.40
AGYEMAN	POLICE OFFICER	FOURTH DISTRICT	10/02/2004	81.00
AHEARN	POLICE OFFICER	SIXTEENTH DISTRICT	1/03/2005	147.00
AICH	POLICE OFFICER	SECOND DISTRICT	8/09/2005	480.72
ALCALA	POLICE OFFICER	TENTH DISTRICT	7/28/2005	1724.34
ALCAZAR	POLICE OFFICER	SIXTEENTH DISTRICT	8/28/2005	725.53
ALDRICH	POLICE OFFICER	UNKNOWN	7/06/2004	1156.70
ALI	POLICE OFFICER	FOURTH DISTRICT	10/15/1998	10972.90
ALLEN	POLICE OFFICER	SIXTH DISTRICT	9/22/2005	605.75
ALLEN	POLICE OFFICER	SIXTH DISTRICT	1/30/2005	125.00
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/2005	1074.40
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	7/03/2005	1587.80
ALVARADO	POLICE OFFICER	SECOND DISTRICT	7/23/2005	270.00
AMUJE	POLICE OFFICER	FIRST DISTRICT	2/10/2005	10752.87
ANDERSON	POLICE OFFICER	TWENTY FIRST DISTRICT	11/17/2004	1024.50
ANDREWS-QUARTERMAN	POLICE OFFICER	SIXTH DISTRICT	11/11/2003	361.00
ANTHONY	POLICE OFFICER	FIFTEENTH DISTRICT	5/28/2005	215.00
APACIBLE	POLICE OFFICER	SECOND DISTRICT	10/19/2005	170.00
ARMSTRONG	POLICE OFFICER	FOURTH DISTRICT	4/28/2005	30.00
AUSTIN	POLICE OFFICER	FOURTEENTH DISTRICT	6/10/2005	13.00
AVILA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/07/2005	20.00
AYLWARD	POLICE OFFICER	FOURTH DISTRICT	10/30/2005	241.00
BAEZ	POLICE OFFICER	SECOND DISTRICT	3/17/2005	167.00
BANKPOULDS	POLICE OFFICER	THIRTEENTH DISTRICT	9/11/2004	10032.73
BALACHOWSKI	POLICE OFFICER	UNKNOWN	7/31/2005	2420.49
BALICKI	POLICE OFFICER	EIGHTH DISTRICT	8/31/2005	1006.79
BANSLEY	POLICE OFFICER	EIGHTH DISTRICT	11/14/2005	24.42
BANSLEY	POLICE OFFICER	NARCOTICS SECTION	10/20/2005	684.33
BANUELOS	POLICE OFFICER	TWENTY SECOND DISTRICT	5/23/2004	311.00
BARBER	POLICE OFFICER	SIXTH DISTRICT	1/24/2005	2/06.00
BARNER	POLICE OFFICER	TWENTY FIRST DISTRICT	4/26/2005	130.00
BARTNEY	POLICE OFFICER	FIFTEENTH DISTRICT	6/18/2005	971.93
BARTUCHI	POLICE OFFICER	FOURTEENTH DISTRICT	6/14/2005	74.50
BAY	POLICE OFFICER	EIGHTH DISTRICT	11/03/2005	344.00
BEAMON	POLICE OFFICER	FOURTH DISTRICT	10/18/2004	1/99.20
BEASLEY	POLICE OFFICER	TENTH DISTRICT	3/26/2005	489.64
BECVAR	POLICE OFFICER	MARINE UNIT	8/08/2005	582.00
BELFRAN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/03/2005	789.77
BERG	POLICE OFFICER	NINTH DISTRICT	10/19/2005	709.90
BERNICO	POLICE OFFICER	FIRST DISTRICT	3/23/1987	1385.84
BEVAN	POLICE OFFICER	EIGHTH DISTRICT	7/26/2005	3314.00
BIALEK	POLICE OFFICER	FOURTH DISTRICT	9/07/2005	1/3.00
BILDTTI	POLICE OFFICER	FIFTH DISTRICT	8/25/2005	411.68
BLAUBIAK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/24/2005	332.00
BLAKE	POLICE OFFICER	TENTH DISTRICT	11/02/2005	2/1.00
BLAS	POLICE OFFICER			

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
BLAS	POLICE OFFICER	TWELFTH DISTRICT	10/14/2005	730.00
BOEDEKER	POLICE OFFICER	ELEVENTH DISTRICT	2/21/2005	617.40
BOLEN	POLICE OFFICER	SEVENTH DISTRICT	8/07/2005	700.44
BUCH	POLICE OFFICER	ELEVENTH DISTRICT	10/03/2005	413.30
BYRD-MCKNIGHT	POLICE OFFICER	TWELFTH DISTRICT	6/18/2005	331.22
BRAVO	POLICE OFFICER	FOURTH DISTRICT	9/24/2005	370.94
BRIQGS	POLICE OFFICER	UNKNOWN	9/26/2005	494.36
BROADWAY	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/19/2004	41.00
BROPHY	POLICE OFFICER	TRAINING DIVISION	8/09/2005	324.00
BROSNAN	POLICE OFFICER	THIRTEENTH DISTRICT	8/09/2005	142.00
BROWN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/06/2005	192.37
BROWN	POLICE OFFICER	ELEVENTH DISTRICT	10/17/2005	300.40
BROWN	POLICE OFFICER	SIXTH DISTRICT	12/20/2000	398.00
BROWN-JOHNSON	POLICE OFFICER	SIXTH DISTRICT	8/05/2005	1378.37
BRYJA	POLICE OFFICER	ELEVENTH DISTRICT	8/18/2005	187.30
BRYK	POLICE OFFICER	TWELFTH DISTRICT	4/12/2005	353.43
BUCKLEY	POLICE OFFICER	NINETEENTH DISTRICT	3/13/2005	310.00
BURKE	POLICE OFFICER	EIGHTH DISTRICT	9/22/2003	3394.44
BURKE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/19/2005	367.30
BURRIGHT	POLICE OFFICER	UNKNOWN	8/09/2005	219.00
BUTLER	POLICE OFFICER	TENTH DISTRICT	7/07/2005	103.00
CALACE	POLICE OFFICER	THIRD DISTRICT	10/24/2005	32.60
CAMARILLO JR	POLICE OFFICER	FOURTH DISTRICT	6/26/2005	35.00
CAMPBELL	POLICE OFFICER	FIFTEENTH DISTRICT	8/29/2004	389.00
CANTORE	POLICE OFFICER	SEVENTEENTH DISTRICT	10/03/2005	383.60
CAPELLI	POLICE OFFICER	FOURTEENTH DISTRICT	9/20/2005	316.41
CAPIAK	POLICE OFFICER	SECOND DISTRICT	2/21/2005	610.03
CARCIONE	POLICE OFFICER	SECOND DISTRICT	8/18/2005	433.00
CARDELLA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/15/2005	631.44
CAREY	POLICE OFFICER	EIGHTH DISTRICT	9/11/2005	162.40
CARROLL	POLICE OFFICER	EIGHTH DISTRICT	10/13/2005	596.40
CARROLL	POLICE OFFICER	FIRST DISTRICT	10/17/2005	990.40
CARTAGENA	POLICE OFFICER	TWELFTH DISTRICT	9/08/2005	3040.30
CASTILLO	POLICE OFFICER	THIRTEENTH DISTRICT	9/23/2005	273.00
CHAPELLO	POLICE OFFICER	SEVENTEENTH DISTRICT	8/30/2005	838.19
CHEVAS	POLICE OFFICER	FOURTEENTH DISTRICT	7/24/2005	962.00
CHIAGOURIS	POLICE OFFICER	UNKNOWN	6/21/2005	2071.34
CHINCHILLA	POLICE OFFICER	ELEVENTH DISTRICT	9/20/2005	449.37
CHUGH	POLICE OFFICER	CENTRAL OPERATIONS SECTION	1/13/2005	731.14
CLEARY	POLICE OFFICER	SEVENTH DISTRICT	7/19/2005	302.00
CLEARY	POLICE OFFICER	SEVENTH DISTRICT	10/12/2005	329.26
CLIFTON-COLE	POLICE OFFICER	UNKNOWN	1/14/2005	307.73
COEN	POLICE OFFICER	ELEVENTH DISTRICT	6/16/2005	341.00
COLE	POLICE OFFICER	FIFTEENTH DISTRICT	9/21/1998	319.00
COLLADO	POLICE OFFICER	FIFTH DISTRICT	9/26/2005	1224.30
COLLINS	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/10/2005	473.44
COLON	POLICE OFFICER	FIFTH DISTRICT	7/29/2005	634.70
COLON	POLICE OFFICER	THIRTEENTH DISTRICT	6/23/2005	16.00
CONCIALDI	POLICE OFFICER	FOURTH DISTRICT	3/27/2005	874.00

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REPORTS OF COMMITTEES

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C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	***** DATE INJURED *****	***** VOUCHER TOTAL *****
CONLAN	POLICE OFFICER	TWENTY SECOND DISTRICT	7/28/2005	756.00
CORNEJO-NALLEN	POLICE OFFICER	RESEARCH AND DEVELOPMENT	11/03/2005	352.00
CORNELIUS	POLICE OFFICER	FIFTH DISTRICT	2/02/2001	77.00
CORTES	POLICE OFFICER	TWENTY THIRD DISTRICT	11/10/2005	420.70
CORTES	POLICE OFFICER	EIGHTH DISTRICT	7/13/2005	1070.24
CORTEZ	POLICE OFFICER	RECRUIT TRAINING	7/12/2005	1217.00
COSTELLO	POLICE OFFICER	EIGHTH DISTRICT	7/19/2005	500.47
COSTELLO-CZUBERNAT	POLICE OFFICER	SEVENTH DISTRICT	4/17/1994	4282.55
COUNTS	POLICE OFFICER	UNKNOWN	7/11/2005	1112.00
CRESPO	POLICE OFFICER	DETECTIVE DIVISION - AREA 9	11/17/2005	547.00
CROUCHELLI	POLICE OFFICER	EIGHTH DISTRICT	11/11/2005	1157.75
CRUMP	POLICE OFFICER	FIFTH DISTRICT	6/13/2005	562.00
CUARESMIA	POLICE OFFICER	TWENTY THIRD DISTRICT	8/28/2005	1366.04
CURRY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/03/2005	173.50
CZARNIK	POLICE OFFICER	TWENTY THIRD DISTRICT	8/01/2005	273.00
D'AMATO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/07/2005	285.37
DANGLES	POLICE OFFICER	TWENTY SECOND DISTRICT	10/17/2005	771.80
DAVIES	POLICE OFFICER	TWENTY THIRD DISTRICT	8/26/2005	574.11
DAVIS	POLICE OFFICER	FOURTH DISTRICT	8/23/2005	517.27
DAVIS-ELIAS	POLICE OFFICER	FIFTEENTH DISTRICT	8/20/2005	143.50
DAWSON	POLICE OFFICER	TWENTY SECOND DISTRICT	3/18/2005	270.00
DEAVILA	POLICE OFFICER	BOMB AND ARSON SECTION	8/03/2004	971.30
DELAHANTY	POLICE OFFICER	FIRST DISTRICT	7/20/2005	222.00
DELANEY	POLICE OFFICER	NINETEENTH DISTRICT	7/28/2005	1027.04
DELTA	POLICE OFFICER	TWENTY SECOND DISTRICT	8/03/2005	2635.78
DELNODAL	POLICE OFFICER	EIGHTH DISTRICT	10/09/2005	421.00
DELOPEZ	POLICE OFFICER	TWENTY FIFTH DISTRICT	3/19/2005	30.00
DERAEDI	POLICE OFFICER	INTELLIGENCE SECTION	4/12/2005	127.00
DESMOND	POLICE OFFICER	SIXTEENTH DISTRICT	11/23/2004	317.00
DIEHL	POLICE OFFICER	RECRUIT TRAINING	10/19/2005	337.00
DIXON	POLICE OFFICER	TWENTY THIRD DISTRICT	2/27/2005	11347.33
DOHERTY	POLICE OFFICER	SIXTH DISTRICT	10/30/2005	178.00
DOHERTY	POLICE OFFICER	SECOND DISTRICT	8/25/2005	421.40
DOMAGALA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/12/2005	530.00
DOMINGUEZ	POLICE OFFICER	UNKNOWN	7/14/1988	362.43
DORAU	POLICE OFFICER	TENTH DISTRICT	10/16/2005	575.00
DOWIN	POLICE OFFICER	SIXTH DISTRICT	11/18/2004	175.00
DREFS	POLICE OFFICER	FIRST DISTRICT	10/17/2005	374.52
DREW	POLICE OFFICER	EIGHTH DISTRICT	4/27/2005	185.00
DUNN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/13/2005	5391.64
DUNN	POLICE OFFICER	TWELFTH DISTRICT	10/16/2005	31.00
DUNN	POLICE OFFICER	ELEVENTH DISTRICT	11/21/2004	190.00
DUNN	POLICE OFFICER	SIXTEENTH DISTRICT	11/12/2005	473.50
DWYER	POLICE OFFICER	NINTH DISTRICT	3/17/1997	1151.00
EARNEST	POLICE OFFICER	SEVENTH DISTRICT	7/11/2005	94.00
ECHEVERRIA	POLICE OFFICER	FOURTEENTH DISTRICT	7/22/2005	35.00
ECTOR	POLICE OFFICER	TWENTY FIRST DISTRICT	7/30/2005	685.05
EDENS	POLICE OFFICER	FOURTEENTH DISTRICT	10/13/2005	105.00
EDWARDS	POLICE OFFICER	SIXTH DISTRICT	11/11/2005	257.22

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

EMPLOYEE NAME	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	NUMBER INJURED
EITEL	LISA	POLICE OFFICER	7/14/2005	610.03
ELLIOTT	DAVID T	POLICE OFFICER	7/22/2005	172.00
ELI STON	MICHAEL K	POLICE OFFICER	10/14/2005	875.00
ENGLISH	MICHAEL S	POLICE OFFICER	2/03/2005	34.00
ERVIN	SANDRA J	POLICE OFFICER	7/28/2005	1081.47
ESCALANTE	EDUARDO	POLICE OFFICER	7/28/2005	515.70
ESCALANTE	EDUARDO	POLICE OFFICER	8/07/2005	520.80
ESCALANTE	ERICK	POLICE OFFICER	10/17/2005	471.40
FABIAN	ELMER	POLICE OFFICER	10/16/2005	374.10
FELKE	WILLIAM	POLICE OFFICER	11/17/2004	107.00
FENNER	HARRY	POLICE OFFICER	12/01/1975	1220.75
FENNER	LOLITA	POLICE OFFICER	12/28/2001	174.60
FIESER	ROGER	POLICE OFFICER	7/20/2005	250.25
FIGUEROA	EDWIN	POLICE OFFICER	10/09/2005	850.90
FILICE	DARYL	POLICE OFFICER	7/30/2005	234.12
FINEGAN	THOMAS	POLICE OFFICER	7/14/2005	43.00
FINNEGAN	KEVIN P	POLICE OFFICER	7/02/2005	416.75
FIORITO	RICHARD	POLICE OFFICER	7/13/2005	324.77
FISCHER	NATALIE S	POLICE OFFICER	8/15/2005	145.00
FITZSIMONS	SANDRA	POLICE OFFICER	7/08/2005	587.75
FLEMING	PETER J	POLICE OFFICER	7/08/2005	275.10
FLORES	MOISES	POLICE OFFICER	8/11/2005	475.00
FLYNN	ROBERT	POLICE OFFICER	8/25/2005	2070.72
FOLEY	JAMES B	POLICE OFFICER	6/16/2005	66.00
FOLEY	NANCY E	POLICE OFFICER	3/09/2005	250.00
FOLINO	ANTHONY	POLICE OFFICER	8/08/2005	139.07
FRANKLIN	JAMES D	POLICE OFFICER	7/25/2005	175.00
FRANKS	ROBERT D	POLICE OFFICER	10/14/2005	555.80
FRIGEAU	JENNIFER	POLICE OFFICER	8/07/2005	155.40
FREITAG	THOMAS H	POLICE OFFICER	2/23/2005	220.37
FREUND	DELON D	POLICE OFFICER	10/28/2004	171.00
FRIEDRICH	KEVIN	POLICE OFFICER	10/17/2005	455.72
FUENTES	EDUAR	POLICE OFFICER	8/19/2005	370.00
FURMANEK	HECTOR M	POLICE OFFICER	7/07/2005	272.00
GADMSKI	JOHN E	POLICE OFFICER	8/20/2005	616.40
GAJI	RAYMOND A	POLICE OFFICER	6/12/2004	211.00
GALE	TIFFANY S	POLICE OFFICER	4/15/2005	1777.17
GALE	STEVEN J	POLICE OFFICER	7/07/2005	531.00
GALLARDO	DANIEL A	POLICE OFFICER	4/14/2005	245.00
GALLEGUS	SAUL	POLICE OFFICER	7/07/2005	245.00
GAMBLE	ABEL A	POLICE OFFICER	8/29/2005	340.00
GANCARCZYK	LORENDA	POLICE OFFICER	7/12/2005	830.03
GANI	CRAIG	POLICE OFFICER	10/23/2005	56.70
GARCIA	MICHAEL	POLICE OFFICER	4/21/2005	550.00
GARCIA	ADOLFO	POLICE OFFICER	7/04/2005	565.30
GARCIA	ENRIQUE	POLICE OFFICER	10/05/2003	340.00
GARCIA	ENRIQUE	POLICE OFFICER	12/10/2004	50.00
GARCIA	FRANCISCO	POLICE OFFICER	8/08/2005	454.77
GARTH	WALTER	POLICE OFFICER	11/06/2005	350.57

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOYTKER TOTAL
***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOYTKER TOTAL
ARMANDO	POLICE OFFICER	SIXTH DISTRICT	1/30/2005	125.00
GARZA	POLICE OFFICER	SIXTH DISTRICT	5/14/2005	1253.40
GARZA	POLICE OFFICER	SIXTH DISTRICT	5/23/2005	510.00
GERMAK	POLICE OFFICER	FIFTEENTH DISTRICT	9/29/2005	276.10
GIANNINI	POLICE OFFICER	FIRST DISTRICT	9/05/2005	214.70
GILBERTO	POLICE OFFICER	SIXTH DISTRICT	9/17/2005	331.20
GLEASON-GALICH	POLICE OFFICER	SIXTEENTH DISTRICT	10/16/2005	521.72
GLOVER	POLICE OFFICER	EIGHTH DISTRICT	3/05/1998	304.00
GOLDEN	POLICE OFFICER	RECRUIT TRAINING	1/19/2005	726.00
GOLGINSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/28/2004	17.50
GONZALEZ	POLICE OFFICER	SEVENTH DISTRICT	7/18/2005	455.00
GONZALEZ	POLICE OFFICER	SEVENTH DISTRICT	9/27/2005	7270.51
GONZALEZ	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/04/2005	935.40
GONZALEZ	POLICE OFFICER	SEVENTEENTH DISTRICT	10/13/2005	375.50
GONZALEZ	POLICE OFFICER	MARGOTICS SECTION	10/03/2005	470.10
GONZALEZ	POLICE OFFICER	NINETEENTH DISTRICT	9/24/2005	74.00
GURDON	POLICE OFFICER	SIXTH DISTRICT	5/14/2005	97.00
GORMAN	POLICE OFFICER	SIXTH DISTRICT	10/17/2005	735.30
GRAJESKI	POLICE OFFICER	ELEVENTH DISTRICT	7/02/2005	510.00
GRANADO	POLICE OFFICER	ELEVENTH DISTRICT	10/18/2004	326.20
GRAVES	POLICE OFFICER	NINETEENTH DISTRICT	9/01/2005	322.00
GRIZZOFFI	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	11/22/2005	349.00
GRUBBS	POLICE OFFICER	SIXTH DISTRICT	8/07/2005	510.73
GURBKIS	POLICE OFFICER	EIGHTH DISTRICT	7/25/2005	230.70
GUTIERREZ	POLICE OFFICER	SIXTEENTH DISTRICT	7/14/2005	73.50
HADDON	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/10/2004	775.57
HAIDARI	POLICE OFFICER	ELEVENTH DISTRICT	7/28/2005	1000.52
HALEEM	POLICE OFFICER	EIGHTH DISTRICT	7/25/2005	473.34
HALEEM	POLICE OFFICER	EIGHTH DISTRICT	9/11/2005	417.20
HALLINAN	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/2005	230.00
HARDY	POLICE OFFICER	NINTH DISTRICT	9/28/2005	13720.07
HARRIS	POLICE OFFICER	FIFTEENTH DISTRICT	10/02/2005	32.00
HARRIS	POLICE OFFICER	FOURTH DISTRICT	7/20/2005	253.00
HARTFORD-PIERRI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/27/2005	2135.00
HATCH	POLICE OFFICER	RECRUIT TRAINING	9/24/2005	172.20
HATTER	POLICE OFFICER	ELEVENTH DISTRICT	5/20/2005	747.00
HEALY	POLICE OFFICER	NINETEENTH DISTRICT	7/20/2005	84.00
HENEGHAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/30/2005	704.54
HENIGAN	POLICE OFFICER	EIGHTH DISTRICT	7/10/2005	55.00
HENRY	POLICE OFFICER	FOURTH DISTRICT	7/21/2005	150.00
HENRY	POLICE OFFICER	SEVENTEENTH DISTRICT	9/03/2005	345.10
HENRANDEZ	POLICE OFFICER	NINETEENTH DISTRICT	5/17/2005	132.00
HERRERA	POLICE OFFICER	FOURTH DISTRICT	9/05/2005	278.97
HERRERA	POLICE OFFICER	TWELFTH DISTRICT	10/17/2005	354.20
HERRON	POLICE OFFICER	THIRD DISTRICT	10/03/2005	70.00
HERRON-BLAKEI Y	POLICE OFFICER	EIGHTEENTH DISTRICT	5/17/1995	7157.50
HESPEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/20/2004	753.00
HILL	POLICE OFFICER	SIXTH DISTRICT	4/02/2005	54.00
HLAVATY	POLICE OFFICER	ELEVENTH DISTRICT	11/01/2005	2974.21

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HOLMES	POLICE OFFICER	TWELFTH DISTRICT	1/28/2005	170.75
HUDSON	POLICE OFFICER	THIRD DISTRICT	4/01/2005	315.00
INGRAM	POLICE OFFICER	THIRD DISTRICT	7/31/2005	179.10
ISER	POLICE OFFICER	FIFTEENTH DISTRICT	10/04/2005	315.71
JABLONSKI	POLICE OFFICER	SEVENTH DISTRICT	9/14/2005	639.05
JACKOVAC	POLICE OFFICER	TWENTY SECOND DISTRICT	1/11/2005	13939.06
JACKSON	POLICE OFFICER	SIXTH DISTRICT	10/09/2005	943.40
JACKSON	POLICE OFFICER	TWENTY FIFTH DISTRICT	8/13/2005	512.72
JACKSON	POLICE OFFICER	THIRD DISTRICT	9/10/1994	1060.08
JACKSON	POLICE OFFICER	SECOND DISTRICT	7/25/2005	249.00
JAMISON	POLICE OFFICER	FOURTEENTH DISTRICT	1/31/2005	151.47
JANAPoulos	POLICE OFFICER	TENTH DISTRICT	7/15/2005	314.07
JANKAUSKIS	POLICE OFFICER	FOURTH DISTRICT	7/07/2004	16049.42
JARDIN	POLICE OFFICER	FIFTEENTH DISTRICT	11/03/2005	240.30
JOHNSON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/24/2005	934.04
JOHNSON	POLICE OFFICER	EIGHTH DISTRICT	12/10/2004	520.25
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	8/25/2005	774.39
JONES	POLICE OFFICER	ELEVENTH DISTRICT	10/13/2005	247.00
JONES	POLICE OFFICER	TWENTY SECOND DISTRICT	10/15/2005	251.00
JONES	POLICE OFFICER	FIFTEENTH DISTRICT	7/04/2005	280.00
JONES	POLICE OFFICER	TWENTY FIRST DISTRICT	8/29/2005	347.50
JOSEPHS	POLICE OFFICER	ELEVENTH DISTRICT	7/02/2005	371.70
JOTAUTAS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/27/2005	10614.52
KACZYNSKI	POLICE OFFICER	FOURTH DISTRICT	7/25/2005	369.44
KANE	POLICE OFFICER	ELEVENTH DISTRICT	7/03/2005	354.00
KANE-FIGUEROA	POLICE OFFICER	SEVENTH DISTRICT	7/11/1999	114.00
KAPURIS	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	7/08/2005	1565.40
KAST	POLICE OFFICER	THIRD DISTRICT	11/15/2005	919.50
KATSOUGRIS	POLICE OFFICER	SECOND DISTRICT	8/18/2005	132.00
KEITHLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	5/28/2005	1337.79
KELLY	POLICE OFFICER	SEVENTEENTH DISTRICT	8/15/2005	2789.77
KELLY	POLICE OFFICER	ELEVENTH DISTRICT	8/15/2005	706.20
KENNA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/07/2005	103.00
KENNELLY	POLICE OFFICER	NINETEENTH DISTRICT	3/27/2005	2975.20
KENNY-DOODY	POLICE OFFICER	EIGHTH DISTRICT	10/21/2005	778.60
KING	POLICE OFFICER	EIGHTEENTH DISTRICT	10/02/2005	976.04
KING	POLICE OFFICER	TWENTY SECOND DISTRICT	10/15/2005	254.70
KIRKILAS	POLICE OFFICER	TWELFTH DISTRICT	3/17/2004	234.50
KLEIDON	POLICE OFFICER	NARCOTICS SECTION	4/01/1994	90.00
KOCANDA	POLICE OFFICER	NINTH DISTRICT	10/15/2004	1809.00
KOUZOUKAS	POLICE OFFICER	SIXTEENTH DISTRICT	5/28/2003	2391.47
KRAMCZYK	POLICE OFFICER	RECRUIT TRAINING	8/30/2005	553.20
KROFEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/05/1993	103.00
KROLL	POLICE OFFICER	FOURTEENTH DISTRICT	10/17/2005	425.03
KUPKA	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	5/22/2005	222.00
KURTH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/24/2005	808.80
KUSH	POLICE OFFICER	TWELFTH DISTRICT	5/09/2005	1343.00
LABERN	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/2005	595.00
LACHANCE	POLICE OFFICER	RECRUIT TRAINING	7/02/2005	610.03

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	SECTION	DATE INJURED	VOLUME TOTAL
LANCASTER	POLICE OFFICER	PUBLIC TRANSPORTATION	SIXTEENTH DISTRICT	10/10/2005	610.12
LANDORF	POLICE OFFICER	PUBLIC TRANSPORTATION	ELEVENTH DISTRICT	10/02/2005	1755.70
LANGE	POLICE OFFICER	PUBLIC TRANSPORTATION	ELEVENTH DISTRICT	3/07/2003	536.02
LAUBER	POLICE OFFICER	PUBLIC TRANSPORTATION	TWENTY-THIRD DISTRICT	7/11/2003	935.22
LAURETO	POLICE OFFICER	PUBLIC TRANSPORTATION	FIFTEENTH DISTRICT	8/15/2004	2297.00
LAURIE	POLICE OFFICER	RECRUIT TRAINING	TWENTY-FIFTH DISTRICT	3/31/2005	56.00
LAWRIW	POLICE OFFICER	RECRUIT TRAINING	TWENTY-FIFTH DISTRICT	7/08/2005	352.07
LAWSON	POLICE OFFICER	RECRUIT TRAINING	SEVENTH DISTRICT	7/07/2005	440.48
LEE	POLICE OFFICER	RECRUIT TRAINING	SEVENTH DISTRICT	8/25/2003	571.20
LEE	POLICE OFFICER	RECRUIT TRAINING	TWENTY-FIFTH DISTRICT	7/18/2004	50.52
LEE	POLICE OFFICER	RECRUIT TRAINING	TWENTY-FIFTH DISTRICT	6/24/2005	1077.40
LEGLER	POLICE OFFICER	RECRUIT TRAINING	NINTH DISTRICT	10/21/2005	744.30
LEWIS	POLICE OFFICER	RECRUIT TRAINING	PUBLIC HOUSING UNIT-NORTH	10/12/2005	714.40
LEWIS	POLICE OFFICER	RECRUIT TRAINING	TWENTY-FIFTH DISTRICT	7/13/2005	484.51
LIMON	POLICE OFFICER	RECRUIT TRAINING	FOURTH DISTRICT	7/24/2004	1787.00
LOPEZ	POLICE OFFICER	RECRUIT TRAINING	ELEVENTH DISTRICT	7/03/2005	471.50
LOZANO	POLICE OFFICER	RECRUIT TRAINING	THIRTEENTH DISTRICT	8/25/2005	20420.77
LUTZOW	POLICE OFFICER	RECRUIT TRAINING	TWENTY-THIRD DISTRICT	10/04/2005	105.00
MAAS	POLICE OFFICER	RECRUIT TRAINING	NINETEENTH DISTRICT	3/17/2005	40.00
MACK	POLICE OFFICER	RECRUIT TRAINING	RECRUIT TRAINING	10/17/2005	410.00
MACLAREN	POLICE OFFICER	SPECIAL OPERATIONS	SPECIAL OPERATIONS SECTION	7/28/2004	749.00
MAGERS	POLICE OFFICER	RECRUIT TRAINING	NINETEENTH DISTRICT	5/29/2005	1797.00
MAGNO	POLICE OFFICER	RECRUIT TRAINING	THIRTEENTH DISTRICT	7/13/2005	123.00
MALONE	POLICE OFFICER	RECRUIT TRAINING	THIRTEENTH DISTRICT	7/24/2005	105.00
MANNOTT	POLICE OFFICER	RECRUIT TRAINING	FIFTH DISTRICT	12/09/2004	170.00
MARKUS	POLICE OFFICER	RECRUIT TRAINING	SEVENTEENTH DISTRICT	7/28/2005	77.70
MARTIN	POLICE OFFICER	RECRUIT TRAINING	TWELFTH DISTRICT	7/08/2005	315.50
MARTINEZ	POLICE OFFICER	RECRUIT TRAINING	EIGHTH DISTRICT	2/20/2001	225.00
MARTINEZ	POLICE OFFICER	RECRUIT TRAINING	EIGHTH DISTRICT	5/08/2005	845.00
MARTINEZ	POLICE OFFICER	RECRUIT TRAINING	TENH DISTRICT	7/20/2005	1548.21
MARTIAS	POLICE OFFICER	RECRUIT TRAINING	EIGHTH DISTRICT	10/10/2005	474.36
MATOS	POLICE OFFICER	RECRUIT TRAINING	EIGHTH DISTRICT	10/31/2003	63.00
MATTHEWS	POLICE OFFICER	RECRUIT TRAINING	DETECTIVE DIVISION - AREA 4	10/31/2005	271.00
MATTHEWS	POLICE OFFICER	RECRUIT TRAINING	FOURTEENTH DISTRICT	10/01/2005	35.00
MCCANN	POLICE OFFICER	RECRUIT TRAINING	ELEVENTH DISTRICT	9/28/2003	1040.02
MCCCLAIN	POLICE OFFICER	RECRUIT TRAINING	IDENTIFICATION SECTION	9/14/2004	146.00
MCCOURT	POLICE OFFICER	RECRUIT TRAINING	EIGHTH DISTRICT	11/06/2005	72.74
MCDONALD	POLICE OFFICER	RECRUIT TRAINING	RECRUIT TRAINING	11/02/2005	264.00
MCFADDEN	POLICE OFFICER	RECRUIT TRAINING	EIGHTH DISTRICT	1/31/2005	303.31
MCGHEE	POLICE OFFICER	RECRUIT TRAINING	TWENTY-SECOND DISTRICT	10/18/2005	944.97
MCKAY	POLICE OFFICER	RECRUIT TRAINING	THIRD DISTRICT	8/27/2005	2374.40
MCKENDRICK	POLICE OFFICER	RECRUIT TRAINING	NARCISSUS SECTION	2/26/2005	324.30
MENON	POLICE OFFICER	RECRUIT TRAINING	FOURTH DISTRICT	10/23/2005	641.50
MENON	POLICE OFFICER	RECRUIT TRAINING	FOURTEENTH DISTRICT	5/27/2005	81.00
MENON	POLICE OFFICER	RECRUIT TRAINING	FOURTEENTH DISTRICT	3/31/2005	6324.46
MENON	POLICE OFFICER	RECRUIT TRAINING	ORGANIZED CRIME DIVISION ADMIN	12/12/2000	173.44
MENON	POLICE OFFICER	RECRUIT TRAINING	TENTH DISTRICT	3/26/2005	140.00
MENON	POLICE OFFICER	RECRUIT TRAINING	THIRTEENTH DISTRICT	8/08/2005	171.27

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

REGULAR ORDERS

EMPLOYEE NAME	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MEEHAN JOHN T	POLICE OFFICER	FIFTH DISTRICT	5/10/2005	565.50
MEEHAN JOHN T	POLICE OFFICER	FIFTH DISTRICT	11/01/2005	327.25
MELCHOR ANDRE	POLICE OFFICER	FIRST DISTRICT	7/22/2005	257.42
MENDOZA MARIO J	POLICE OFFICER	TENTH DISTRICT	7/09/2003	157.40
MENDOZA WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/14/2005	454.00
MICHALEK MICHAEL	POLICE OFFICER	MARINE UNIT	7/04/2005	1376.54
MICHALIK MICHAEL E	POLICE OFFICER	TWELFTH DISTRICT	8/29/2005	1545.00
MILLER STEPHEN	POLICE OFFICER	TWENTY THIRD DISTRICT	7/14/2005	890.14
MILMINE KEITH A	POLICE OFFICER	FOURTH DISTRICT	7/02/2005	1041.10
MINER MATTHEW D	POLICE OFFICER	FIRST DISTRICT	5/22/2005	441.00
MINT RICHARD R	POLICE OFFICER	ATKINS LAW ENFORCEMENT NORTH	10/17/2005	370.40
MIRANDA ALEJANDRO	POLICE OFFICER	ELEVENTH DISTRICT	1/25/2005	1405.20
MITCHELL MIREYA	POLICE OFFICER	ELEVENTH DISTRICT	10/13/2005	178.80
MIOCIN ZORAN	POLICE OFFICER	ELEVENTH DISTRICT	8/24/2005	705.20
MOCK LLOYD	POLICE OFFICER	ELEVENTH DISTRICT	5/03/2005	581.20
MOARZYCKI PAUL J	POLICE OFFICER	TENTH DISTRICT	7/31/2005	54.00
MOORE CHAUNCEY W	POLICE OFFICER	SEVENTH DISTRICT	5/16/2005	274.00
MORALES HECTOR	POLICE OFFICER	TENTH DISTRICT	4/22/2005	9774.34
MORALES LEOPOLDO	POLICE OFFICER	TENTH DISTRICT	7/25/2005	52.00
MORALES WILLIAM	POLICE OFFICER	TWELFTH DISTRICT	10/17/2005	540.50
MORTIMORE RANDALL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/27/2005	308.15
MUELLER LAVERNE	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	5/02/2005	222.00
MULLEN JAMES	POLICE OFFICER	TWENTY THIRD DISTRICT	11/01/2005	147.00
MULLEN CURTIS G	POLICE OFFICER	TWENTY FOURTH DISTRICT	10/15/1976	54733.17
MURAWSKI ALAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/21/2005	550.05
MURPHY BARTILOMEW D	POLICE OFFICER	FOURTH DISTRICT	7/04/2005	550.77
MURPHY KEVIN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/14/2005	43.40
MURPHY WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/17/2005	1472.55
MYSLIWIEC JASON A	POLICE OFFICER	FIFTH DISTRICT	8/30/2005	11076.34
NAVARRO ADRIAN	POLICE OFFICER	FIFTEENTH DISTRICT	4/25/2005	151.00
NELSON JERALD L	POLICE OFFICER	FIRST DISTRICT	10/17/2005	493.04
NELSON TARIKA	POLICE OFFICER	TWENTY FOURTH DISTRICT	7/18/2005	15.00
O'CONNOR ALPHONUS A	POLICE OFFICER	SECOND DISTRICT	4/25/2003	120.00
O'CONNOR SHEILA J	POLICE OFFICER	SEVENTH DISTRICT	7/02/2005	500.07
OBRIEN TIMOTHY	POLICE OFFICER	TWENTY FIFTH DISTRICT	1/25/2005	840.00
ODONNELL DANIEL	POLICE OFFICER	EIGHTEENTH DISTRICT	8/07/2005	220.36
OKRASINSKI WESLENE	POLICE OFFICER	TWENTY SECOND DISTRICT	8/06/2005	5203.37
OLIVER BRIAN	POLICE OFFICER	EIGHTEENTH DISTRICT	10/25/2005	557.27
OLIVER ANTHONY J	POLICE OFFICER	FOURTEENTH DISTRICT	5/29/2005	401.05
OLSZEWSKI RONALD	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/03/2005	287.00
ORMOND JANEAN M	POLICE OFFICER	EIGHTH DISTRICT	10/12/2005	1394.15
ORTIZ MONICA	POLICE OFFICER	TWENTY FIRST DISTRICT	5/17/2005	1490.00
OSBORN DAVID G	POLICE OFFICER	FIFTEENTH DISTRICT	10/28/2005	387.04
OSHAUGHNESSY THOMAS J	POLICE OFFICER	EIGHTEENTH DISTRICT	10/09/2005	565.04
OSHEA DENNIS J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/10/2005	271.00
OWENS MILTON	POLICE OFFICER	NARCOTICS SECTION	7/28/2005	7077.07
ONSTANIAK JACKLYN A	POLICE OFFICER	SIXTH DISTRICT	8/12/2005	7245.23
OZGA LORETTA K	POLICE OFFICER	RECRUIT TRAINING	10/15/2005	722.55
		DETECTIVE DIVISION - AREA 5	2/02/2005	147.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VALUE-HEM PAIN
*****	*****	*****	*****	*****
PABON	POLICE OFFICER	EIGHTEENTH DISTRICT	7/07/2005	800.55
PALIKIJ	POLICE OFFICER	NINETEENTH DISTRICT	9/24/2005	1254.20
PALUCH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/11/2004	373.00
PANEK	POLICE OFFICER	TENTH DISTRICT	7/29/2005	543.00
PARKER	POLICE OFFICER	TWENTY SECOND DISTRICT	10/15/2005	793.54
PARKER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/10/2005	463.37
PARIDA	POLICE OFFICER	TENTH DISTRICT	11/03/2005	33.00
PARUB	POLICE OFFICER	FIFTH DISTRICT	7/30/2005	482.00
PASZOWSKI	POLICE OFFICER	EIGHTH DISTRICT	6/05/1997	336.32
PANLAK	POLICE OFFICER	TWELFTH DISTRICT	10/17/2005	460.10
PAYNE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/26/2005	334.40
PENA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/22/2005	320.00
PERAINO	POLICE OFFICER	FOURTH DISTRICT	8/31/2004	66.00
PETER	POLICE OFFICER	NINTH DISTRICT	1/03/2005	389.30
PETTY	POLICE OFFICER	NINTH DISTRICT	7/24/2005	1314.00
PIETRZAK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/24/2005	614.70
PIPER	POLICE OFFICER	SIXTH DISTRICT	9/27/2005	963.35
PITTMAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/22/2005	611.90
POKUTA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/22/2005	364.53
POLANEK	POLICE OFFICER	SIXTH DISTRICT	10/05/2005	393.74
POLOVINA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/31/2005	874.80
POJONAK-AJELLO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/29/2005	383.00
PRATSER	POLICE OFFICER	TWENTY SECOND DISTRICT	10/10/2005	803.49
PRESTON	POLICE OFFICER	SEVENTEENTH DISTRICT	7/29/2005	131.20
PREMOZNIK	POLICE OFFICER	FIRST DISTRICT	7/29/2005	333.00
PRICE	POLICE OFFICER	TWENTY SECOND DISTRICT	3/14/2005	1469.30
PRICE	POLICE OFFICER	EIGHTEENTH DISTRICT	4/22/2005	342.80
PRILL	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/29/2004	81.00
PRITCHETT-ARNOLD	POLICE OFFICER	SECOND DISTRICT	11/17/2005	663.30
PRSKALO	POLICE OFFICER	EIGHTH DISTRICT	8/27/2004	1087.00
GUINN	POLICE OFFICER	ELEVENTH DISTRICT	10/12/2005	97.00
RAINES	POLICE OFFICER	FIFTEENTH DISTRICT	10/21/1992	6392.35
RAK	POLICE OFFICER	TENTH DISTRICT	11/07/2005	514.27
RAGAGLIA	POLICE OFFICER	TENTH DISTRICT	9/09/2005	117.00
RAMIREZ	POLICE OFFICER	TWENTY FOURTH DISTRICT	7/31/2005	791.00
RANDAZO	POLICE OFFICER	TWENTY SECOND DISTRICT	10/26/2005	723.50
RAY	POLICE OFFICER	TWENTY SECOND DISTRICT	8/19/2005	531.40
RAYMOND	POLICE OFFICER	FIFTH DISTRICT	5/14/2004	211.00
REED	POLICE OFFICER	SECOND DISTRICT	7/05/2005	925.02
REMPAS	POLICE OFFICER	TENTH DISTRICT	7/25/2005	281.00
REYES	POLICE OFFICER	ELEVENTH DISTRICT	7/19/2005	267.40
REYJALIN	POLICE OFFICER	PUBLIC HOUSING UNIT -SOUTH	7/27/2001	1153.75
RICHARD-KAMALU	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/22/2005	400.00
RICHARDSON	POLICE OFFICER	FOURTEENTH DISTRICT	5/12/2005	577.70
RICKEN	POLICE OFFICER	PUBLIC HOUSING UNIT -NORTH	9/10/2005	470.00
RIDGELL	POLICE OFFICER	FIFTEENTH DISTRICT	3/01/2005	353.70
RIGOB	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/14/2005	595.70
RIVERA	POLICE OFFICER	FIFTEENTH DISTRICT	9/27/2005	1005.97

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RIVERA	POLICE OFFICER	FIRST DISTRICT	9/11/2005	372.92
RIZZI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/27/2005	413.20
RIZZO	POLICE OFFICER	UNKNOWN	7/31/2005	4090.10
RODGERS	POLICE OFFICER	SEVENTEENTH DISTRICT	11/06/2005	651.87
RODRIGUEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/15/2005	373.23
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	7/30/2005	161.49
RODRIGUEZ	POLICE OFFICER	RECRUIT TRAINING	9/09/2005	323.00
RODRIGUEZ	POLICE OFFICER	SEVENTEENTH DISTRICT	9/23/2005	256.00
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	9/27/2005	332.80
ROGERS	POLICE OFFICER	TENTH DISTRICT	10/01/2004	82.00
ROLAN	POLICE OFFICER	RECRUIT TRAINING	8/26/2005	118.09
ROMERO	POLICE OFFICER	NINEENTH DISTRICT	9/04/2005	80.00
ROO	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/17/2005	6100.30
ROSALES-HILZANDU	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/23/2004	30.00
ROSENTHAL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/13/2005	174.00
ROSS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/22/2005	947.00
RUBINO	POLICE OFFICER	TENTH DISTRICT	10/16/2005	151.00
RUCKER	POLICE OFFICER	FIFTEENTH DISTRICT	7/14/2005	10909.94
RUGE	POLICE OFFICER	RECRUIT TRAINING	12/01/2004	2873.88
RUHL	POLICE OFFICER	FIRST DISTRICT	10/18/2005	4947.82
RUZAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/30/2005	566.13
RYAN	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	7/17/2005	1049.16
SADOSKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/2005	333.00
SAKALAS	POLICE OFFICER	ELEVENTH DISTRICT	9/22/2005	397.40
SALAM	POLICE OFFICER	FOURTEENTH DISTRICT	8/06/2005	183.94
SALGADO	POLICE OFFICER	SIXTH DISTRICT	6/25/2005	239.03
SALLUSTIO	POLICE OFFICER	MARINE UNIT	8/25/2005	2949.33
SAMPSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/20/2005	1410.30
SAMPSON	POLICE OFFICER	TENTH DISTRICT	10/12/2005	1723.07
SANCHEZ	POLICE OFFICER	FOURTEENTH DISTRICT	7/31/2005	3759.04
SANCHEZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/06/2005	2956.40
SANCHEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/09/2004	18.00
SANDOVAL	POLICE OFFICER	FOURTEENTH DISTRICT	10/18/2005	34.00
SANTOS	POLICE OFFICER	FIFTEENTH DISTRICT	10/02/2005	32.00
SAUCEDO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/03/2005	151.30
SCHENK	POLICE OFFICER	ELEVENTH DISTRICT	8/04/2005	77.70
SCHERR	POLICE OFFICER	FIFTEENTH DISTRICT	8/16/2005	899.20
SCHMITT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/04/2005	1333.10
SCHMITT	POLICE OFFICER	FIFTH DISTRICT	7/16/2005	310.00
SCHNITTALA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/30/2005	73.30
SCHWAB	POLICE OFFICER	BOMB AND ARSON SECTION	3/03/2005	244.88
SCHWAB	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/19/2005	164.00
SCOTT	POLICE OFFICER	FOURTH DISTRICT	11/12/2005	598.00
SCOTT JR	POLICE OFFICER	SIXTEENTH DISTRICT	10/16/2005	228.80
SEYFERT	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/19/2005	300.00
	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/13/2005	610.03
	POLICE OFFICER	SEVENTH DISTRICT	5/14/2004	29.00
	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/2005	696.00
	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/1991	9797.45

1/11/2006

REPORTS OF COMMITTEES

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CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 1/11/2006
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
SHAAR	POLICE OFFICER	SECOND DISTRICT	9/25/2005	313.00
SHAHEED	POLICE OFFICER	FIFTH DISTRICT	8/04/2004	83.00
SHEEHAN	POLICE OFFICER	EIGHTH DISTRICT	11/10/2004	45.00
SHEMASH	POLICE OFFICER	UNKNOWN	11/08/2005	349.93
SHEN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/22/2005	12376.04
SHERLOCK	POLICE OFFICER	RECRUIT TRAINING	11/06/2005	304.99
SHERMAN	POLICE OFFICER	FIFTEENTH DISTRICT	8/16/2005	838.30
SHIELDS	POLICE OFFICER	EIGHTEENTH DISTRICT	9/17/2005	839.01
SHIELDS	POLICE OFFICER	EIGHTEENTH DISTRICT	9/17/2005	1084.80
SIMON	POLICE OFFICER	NINETEENTH DISTRICT	8/27/2005	329.80
SIMS	POLICE OFFICER	NINTH DISTRICT	7/28/2005	1660.00
SHALARZ	POLICE OFFICER	SEVENTH DISTRICT	11/05/2005	174.00
SMITH	POLICE OFFICER	NINTH DISTRICT	3/02/2005	732.00
SOBIERAJ	POLICE OFFICER	SIXTEENTH DISTRICT	3/20/2005	331.00
SORAGHAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/28/2005	434.57
SOTO	POLICE OFFICER	TENTH DISTRICT	11/09/2005	131.30
SOTO	POLICE OFFICER	TENTH DISTRICT	10/10/2005	143.00
SPAARGAREN	POLICE OFFICER	FOURTH DISTRICT	7/09/2005	714.10
SPACEK	POLICE OFFICER	UNKNOWN	3/01/2005	260.00
STAUNTON	POLICE OFFICER	ELEVENTH DISTRICT	9/25/2005	324.80
STILES	POLICE OFFICER	ELEVENTH DISTRICT	10/03/2005	287.70
STOKES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/30/2005	4716.30
STORRIE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/16/2005	411.60
STROH	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/22/2005	171.00
SULLIVAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/19/2005	363.19
SWEENEY	POLICE OFFICER	FOURTEENTH DISTRICT	7/02/2005	343.80
SWEENEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/18/2005	1103.42
SWEENEY	POLICE OFFICER	SIXTH DISTRICT	8/08/2005	9673.90
SZUBERT	POLICE OFFICER	FOURTH DISTRICT	3/18/2005	97.00
SZUDY	POLICE OFFICER	UNKNOWN	8/23/2005	6909.30
TEDDER-SAUER	POLICE OFFICER	DETECTIVE DIVISION MISCELLANEOUS	1/24/2005	1010.39
THOMPSON	POLICE OFFICER	THIRD DISTRICT	10/13/2005	140.00
THORNTON	POLICE OFFICER	SEVENTH DISTRICT	9/07/2005	176.03
TIRADO	POLICE OFFICER	SEVENTEENTH DISTRICT	11/06/2005	293.03
TOCZEK	POLICE OFFICER	FIFTEENTH DISTRICT	8/05/2005	263.30
TOKARZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/1998	230.00
TOMOVICH-SUTTER	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	10/28/2005	277.03
TORRES	POLICE OFFICER	TENTH DISTRICT	12/28/2004	103.00
TOTOSZ-KEATING	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/29/2004	436.00
TRACY	POLICE OFFICER	SEVENTH DISTRICT	10/22/2005	174.00
TREVINO	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	10/29/2005	43.00
TRIPOLI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/2005	313.28
TROMAN	POLICE OFFICER	SEVENTH DISTRICT	12/29/2004	212.90
FRUITMAN	POLICE OFFICER	FIFTEENTH DISTRICT	9/01/2005	688.10
TURNER	POLICE OFFICER	THIRD DISTRICT	10/22/2003	39.00
UJDA	POLICE OFFICER	THIRD DISTRICT	8/04/2005	118.09
VALENCIA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/09/2005	2237.10
VANDUREK	POLICE OFFICER	FIFTEENTH DISTRICT	6/12/2005	214.00
VANVEGTEN	POLICE OFFICER	EIGHTH DISTRICT	1/08/1997	12506.96

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2005

REGULAR ORDERS

EMPLOYEE NAME	KANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
VARCHETTO	*****	*****		
VARGAS	ANTHONY F	POLICE OFFICER	8/16/2005	596.97
VASQUEZ	JULIO C	POLICE OFFICER	11/06/2005	313.17
VAVAL	JOSE	POLICE OFFICER	8/03/2005	187.30
VELEZ	YASMINA	POLICE OFFICER	8/09/2005	324.40
VENTURA	BENJAMIN	POLICE OFFICER	10/10/2005	103.60
VICARI	MARR C	POLICE OFFICER	8/25/2005	163.20
VIRAMONTES	FRANK A	POLICE OFFICER	8/26/2005	504.90
VITELLARO	RICARDO	POLICE OFFICER	9/11/2005	497.00
VONKONDRAT	MICHAEL A	POLICE OFFICER	8/01/2005	2009.94
WACH	ERIC M	POLICE OFFICER	8/03/2005	943.33
WALKER	ROSEMARIE	POLICE OFFICER	9/16/2005	1374.00
WALSH	CLAY F	POLICE OFFICER	7/04/2001	419.00
WARD	PATRICK	POLICE OFFICER	8/04/1981	762.00
WASZAK	THOMAS	POLICE OFFICER	7/20/2004	346.32
WATKINS	JOHN	POLICE OFFICER	1/27/2005	113.00
WATKINS	JOSEPH S	POLICE OFFICER	8/10/2005	811.60
WATSON	ANDRE A	POLICE OFFICER	10/22/2005	1743.00
WATSON	KENNETH D	POLICE OFFICER	8/26/2004	59.00
WATSON	JOSEPH G	POLICE OFFICER	4/26/2004	423.00
WATSON	RICHARD A	POLICE OFFICER	3/21/2004	164.00
WEATERS	RUNALD	POLICE OFFICER	10/12/2005	177.00
WELLS	ANTHONY	POLICE OFFICER	6/07/2002	61.00
WHELEHAN	MICHAEL L	POLICE OFFICER	8/22/2005	332.00
WHITE	CHARLES R	POLICE OFFICER	10/11/2005	31.00
WHITE	WILLIAM R	POLICE OFFICER	10/08/2005	348.00
WHITE	PETER O	POLICE OFFICER	2/29/2005	27.00
WICKRAMASEKERA	CHARLES T	POLICE OFFICER	2/08/1990	393.00
WILKE	RAYMOND H	POLICE OFFICER	6/09/2005	156.00
WILLEMS	LAWRENCE E	POLICE OFFICER	9/27/2005	625.10
WILLIAMS	GARY L	POLICE OFFICER	9/07/2005	299.43
WILLIAMS	KENNETH L	POLICE OFFICER	6/24/2005	77.70
WILLIAMS	SHAUN M	POLICE OFFICER	6/07/2005	35.00
WILLIAMS	STEPHANIE	POLICE OFFICER	2/28/2005	3011.30
WILLIAMS-WINN	JAMES	POLICE OFFICER	3/08/2005	2520.93
WINDHORST	DALE E	POLICE OFFICER	8/27/2005	77.70
WINDHORST	DALE E	POLICE OFFICER	10/23/2005	456.50
WOLBERS	ADAM	POLICE OFFICER	9/23/2005	9137.66
WOLBERS	CYNTHIA J	POLICE OFFICER	1/04/2001	222.00
WUDD	TIMOTHY E	POLICE OFFICER	8/03/2005	77.70
WRIGHT	NANCY C	POLICE OFFICER	7/30/2005	857.14
ZAMORA	CARLOS A	POLICE OFFICER	9/07/2005	304.00
ZOLDAN	ANTON	POLICE OFFICER	1/05/2005	1849.00
ZOLLER	FRANCIS R	POLICE OFFICER	10/16/2004	211.00
ZWI	JEFFERY	POLICE OFFICER	5/12/2005	37.00
ACEVEDO	GILBERT	FIREFIGHTER	3/31/2005	82.00
ADDESSO	STEVEN	FIREFIGHTER	6/04/2005	503.06
ANDERSON	MICHAEL	PARAMEDIC	12/18/2004	106.00
ARROYO	HECTOR	FIREFIGHTER	3/10/2005	7900.32
BALDACC	JOSEPH	FIREFIGHTER		

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
BARTOEN	FIREFIGHTER	AMBULANCE B	3/20/2005	299.88
BATIZ	FIREFIGHTER	AMBULANCE 11	5/04/2005	789.41
BROQUIST	FIREFIGHTER	AMBULANCE 31	3/29/2005	174.30
BIASI	FIREFIGHTER	TRUCK 31	8/29/2005	1263.40
BIERL	FIREFIGHTER	AMBULANCE 37	8/26/2005	269.92
BIERMIRTH	FIREFIGHTER	TRUCK 37	7/14/2005	1774.97
BIVER-ESTRADA	CAPTAIN	AMBULANCE 32	12/21/2004	34.00
BIVER-ESTRADA	JACQUELINE	AMBULANCE 32	6/16/2005	662.00
BOMELY	MATTHEW	TRUCK 47	7/23/2005	74.00
BRENNAN	JOHN	ENGINE COMPANY B3	3/09/2005	116.00
BROWN	IRVING	ENGINE COMPANY 72	6/16/2005	2603.00
BUGANSKI	DANIEL	TRUCK 31	3/27/2005	2148.00
BURNS	JEREMY	ENGINE COMPANY 129	8/30/2003	11.30
BUSS	CORYANNE	UNKNOWN	4/08/2005	31.00
BUSS	CORYANNE	UNKNOWN	6/10/2005	668.02
CALDERISI	MICHAEL	ENGINE COMPANY B3	8/21/2005	1203.73
CARTER	JAMES R.	ENGINE COMPANY 78	5/13/2005	601.30
CAVANAUGH	DENNIS	AMBULANCE 10	6/08/2005	144.42
CERNA	MARIA	AMBULANCE 11	7/29/2005	7064.90
CLAUDIO	DAVID	AMBULANCE 33	1/22/2005	1639.73
CONTANT	KEITH	TRUCK 11	4/19/2005	1787.90
CORDT	ROBERT	UNKNOWN	8/03/2003	737.78
CORTES	DANIELLE	AMBULANCE 3	8/28/2005	160.00
CRONK	JAMES M	ENGINE COMPANY 64	9/02/2005	185.00
CUNNINGHAM	GARY	TRUCK 34	3/08/2005	43.00
DAVIS	ROBERT	ENGINE COMPANY 26	3/23/2004	350.00
DILLOW	MYRON	ENGINE COMPANY B8	7/03/2005	624.39
DOHERTY	MARTIN F	ENGINE COMPANY 78	3/09/2005	1560.30
DOBROWSKI	ROBERT	ENGINE COMPANY B4	8/29/2005	1482.30
DOMINOWSKI	HILLARD	TRUCK 22	3/09/2005	1734.36
DREW	MATTHEW	ENGINE COMPANY 63	3/27/2005	342.66
DUNCAN	EMANUEL	ENGINE COMPANY 72	4/14/2005	199.00
ENHELDER	PAUL	TRUCK 14	4/26/2005	2809.39
ESTKA	JOSEPH S	ENGINEER	7/14/2005	656.00
FACUNDO	JESUS	UNKNOWN	6/02/2005	399.84
FARMER	ERIC	TRUCK 34	6/23/2005	173.00
FITZPATRICK-VITULLI	KATHLEEN	AMBULANCE 20	3/08/2005	196.70
FLORES-PACHOWICZ	GRACE	AMBULANCE 34	7/11/2005	324.00
GALLAGHER	JOSEPH	ENGINE COMPANY 63	7/02/2005	173.00
GARCIA	ANTHONY	AMBULANCE 6	5/18/2003	111.00
GARDLEY	MAMIE	AMBULANCE 13	12/08/1991	1033.00
GASIOREK	CHRISTOPHER	ENGINE COMPANY 49	8/08/2005	22.60
GILHOOLY	BRYAN	ENGINE COMPANY 126	9/03/2004	8476.20
GLENN	CURTIS	ENGINE COMPANY B1	3/01/2005	1217.20
GOLLOGLY-BLAKE	JENINE	AMBULANCE 11	1/01/2005	2200.80
GORZEN	WALDEMAR	TRUCK 33	6/04/2005	644.49
GRAHAM	CHARLES E	UNKNOWN	7/10/2005	230.00
GREB	FLOYD	TRUCK 3	6/30/2005	140.00
GROSEK	KENNETH	UNKNOWN	3/03/2005	330.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GUEFIN	FIREFIGHTER	UNKNOWN	5/08/2005	2254.05
GUTH	PARAMEDIC	AMBULANCE 38	7/21/2005	573.00
HAIN	FIREFIGHTER	DISTRICT RELIEF 3	4/06/2005	274.00
HALLORAN	FIREFIGHTER	ENGINE COMPANY 27	5/31/2005	4492.40
HAMPE	FIREFIGHTER	TRUCK 25	5/02/2005	1757.75
HAMPTON	FIREFIGHTER	TRUCK 42	1/03/2004	97.00
HANSEN	PARAMEDIC	UNKNOWN	7/02/2005	226.57
HART	FIREFIGHTER	UNKNOWN	4/11/2005	66.00
HERLING	FIREFIGHTER	ENGINE COMPANY 35	8/30/2005	10011.55
HOME	FIREFIGHTER	AMBULANCE 14	7/16/2005	185.00
HUGHES	FIREFIGHTER	ENGINE COMPANY 57	3/16/2005	1303.55
KALICKY	CAPTAIN	AMBULANCE 48	12/15/2004	312.00
KASPER	FIREFIGHTER	UNKNOWN	5/02/2005	8377.75
KAMA	FIREFIGHTER	TRUCK 27	11/27/1998	770.00
KEATING	FIREFIGHTER	ENGINE COMPANY 27	5/31/2005	4267.04
KESTLER	FIREFIGHTER	TRUCK 44	5/07/2005	550.25
KINSHELLA	FIREFIGHTER	AMBULANCE 13	7/28/2005	815.44
KIRK	FIREFIGHTER	AMBULANCE 45	5/17/2005	11.00
KIRKLEY	PARAMEDIC	AMBULANCE 45	6/03/2005	272.00
KLINGER	PARAMEDIC	AMBULANCE 35	5/23/2005	4517.02
KLUGE	FIREFIGHTER	TRUCK 58	5/19/2005	504.40
KOLP	FIREFIGHTER	UNKNOWN	7/22/2005	517.20
KUMIEGA-MARSHALL	FIREFIGHTER	UNKNOWN	8/18/2005	605.24
LAUSEN	CAPTAIN	AMBULANCE 45	2/23/2005	2472.30
LEWIS	FIREFIGHTER	SQUAD 3	1/01/2003	70.00
LIEZT	FIREFIGHTER	TRUCK 11	5/14/2005	454.00
LIMBERPOULOS	FIREFIGHTER	TRUCK 54	5/10/2005	2455.48
LONA	ENGINEER	ENGINE COMPANY 32	12/25/2004	315.00
LONA	FIREFIGHTER	ENGINE COMPANY 34	1/10/2005	257.00
LOUGHNEY-SKURACZEWSKI	FIREFIGHTER	UNKNOWN	11/15/2004	373.00
LYLE	FIREFIGHTER	EMS DISTRICT 5 HEADQUARTERS & R	5/02/2005	720.38
MACGLASHAN	FIREFIGHTER	ENGINE COMPANY 47	5/14/2005	70.00
MACHEL	FIREFIGHTER	UNKNOWN	7/03/2005	531.31
MALONE	FIREFIGHTER	TRUCK 21	5/07/2005	60.00
MALONE	FIREFIGHTER	AMBULANCE 22	5/27/2005	513.00
MARINOFF	FIREFIGHTER	ENGINE COMPANY 28	8/15/2005	161.35
MARKHAM	FIREFIGHTER	AMBULANCE 44	6/21/2005	870.00
MARTINEZ	FIREFIGHTER	ENGINE COMPANY 28	5/31/2005	723.30
MATTHEWS	FIREFIGHTER	AMBULANCE 47	5/14/2005	1211.80
MCCALPIN	FIREFIGHTER	ENGINE COMPANY 127	5/27/2005	788.47
MCCORMLE	FIREFIGHTER	ENGINE COMPANY 50	7/13/2005	1270.00
MCDERMOTT	FIREFIGHTER	TRUCK 15	5/20/2005	140.00
MCDONNAGH	FIREFIGHTER	TRUCK 15	5/11/2005	17420.45
MCGANN	FIREFIGHTER	ENGINE COMPANY 115	7/11/2005	172.20
MCGINN	FIREFIGHTER	ENGINE COMPANY 102	7/24/2005	1355.03
MCGRATH	FIREFIGHTER	ENGINE COMPANY 44	7/15/2005	325.00
	FIREFIGHTER	AMBULANCE 36	4/24/2005	245.00
	FIREFIGHTER	AMBULANCE 6	8/30/2005	1527.80
	FIREFIGHTER	TRUCK 15	7/20/2005	2141.30

1/11/2006

REPORTS OF COMMITTEES

67881

REPORT DATE: 1/10/2006
REPORT TIME 14:47:02
PROGRAM: PFR074

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOLUME TOTAL
MCLAUGHLIN	FIREFIGHTER	DISTRICT RELIEF 2	5/20/2005	2507.74
MCNAMARA	FIREFIGHTER	ENGINE COMPANY 77	3/29/2005	336.00
MCBANE	FIREFIGHTER	TRUCK 54	5/10/2005	1500.10
MEDINA	FIREFIGHTER	TRUCK 40	4/13/2005	230.50
MELLON	FIREFIGHTER	TRUCK 17	3/16/2005	323.20
MESSINA	FIREFIGHTER	ENGINE COMPANY 55	5/07/2005	457.20
MICHI	FIREFIGHTER	TRUCK 36	5/25/2005	147.00
MILLER	FIREFIGHTER	TRUCK 20	5/20/2005	404.75
MILLER	FIREFIGHTER	ENGINE COMPANY 23	5/29/2005	311.07
MILLER	FIREFIGHTER	TRUCK 32	5/11/2005	700.57
MILLER	FIREFIGHTER	ENGINE COMPANY 75	4/27/2005	135.57
MILLERICK	FIREFIGHTER	ENGINE COMPANY 127	2/24/2005	12.00
MINGUET	PARAMEDIC	UNKNOWN	10/08/2002	121.80
MOLLOY	FIREFIGHTER	TRUCK 19	3/16/2005	140.00
MOONAN	FIREFIGHTER	ENGINE COMPANY 126	5/27/2005	337.00
MOSER	FIREFIGHTER	BATTALION 11	3/07/2005	850.40
MOSQUEDA	FIREFIGHTER	ENGINE COMPANY 77	6/12/2005	1000.53
MULALLY	PARAMEDIC	AMBULANCE 31	1/22/2005	1777.10
MURPHY	CAPTAIN	AMBULANCE 0	2/05/2005	353.00
MURAWSKI	FIREFIGHTER	ENGINE COMPANY 78	5/07/2005	783.10
MURPHY	FIREFIGHTER	ENGINE COMPANY 11	3/17/2005	574.60
MURRAY	FIREFIGHTER	ENGINE COMPANY 58	4/18/2005	326.03
NOVAK	FIREFIGHTER	ENGINE COMPANY 117	4/25/2005	304.45
OCALLAGHAN	FIREFIGHTER	TRUCK 14	3/15/2000	7070.00
OSTERLE	FIREFIGHTER	UNKNOWN	5/03/2005	1783.20
ORTIZ	FIREFIGHTER	AMBULANCE 48	3/09/2005	554.00
ORZADA	FIREFIGHTER	AMBULANCE 48	7/02/2005	507.44
OWCARZ	FIREFIGHTER	ENGINE COMPANY 75	3/15/2005	273.00
PALENIK	FIREFIGHTER	ENGINE COMPANY 34	11/21/1999	100.00
PALENIK	ENGINEER	ENGINE COMPANY 75	11/01/2002	250.00
PALLER	FIREFIGHTER	ENGINE COMPANY 0	3/30/2005	222.00
PALLISTER	FIREFIGHTER	TRUCK 57	6/04/2005	177.33
PANTELIS	FIREFIGHTER	TRUCK 28	3/09/2005	268.90
PATTON	FIREFIGHTER	ENGINE COMPANY 55	3/25/2004	1634.47
PECK	FIREFIGHTER	AMBULANCE 35	5/12/2005	5757.12
PERRY	FIREFIGHTER	AMBULANCE 23	6/26/2005	10190.84
POLINO	FIREFIGHTER	TRUCK 51	3/01/1996	3843.12
POMELL	FIREFIGHTER	TRUCK 1	7/30/2005	3272.75
PRICE	ENGINEER	ENGINE COMPANY 70	5/22/2005	625.10
REDMOND	FIREFIGHTER	AMBULANCE 5	4/23/2005	261.00
REESE	FIREFIGHTER	ENGINE COMPANY 5	7/14/2005	475.55
REGINIER	FIREFIGHTER	TRUCK 27	3/04/2005	681.91
RHOADES	FIREFIGHTER	AMBULANCE 43	4/28/2005	653.00
RICH	PARAMEDIC	UNKNOWN	2/03/2005	1443.00
ROBINSON	FIREFIGHTER	ENGINE COMPANY 72	7/03/2005	575.25
ROBINSON	PARAMEDIC	AMBULANCE 15	6/08/1974	8272.30
RODRIGUEZ	FIREFIGHTER	UNKNOWN	4/07/2005	56.00
ROGERS	FIREFIGHTER	SQUAD 1	3/24/2005	25.57
ROGUS	FIREFIGHTER	ENGINE COMPANY 117	12/06/2003	37370.71

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 1/11/2005
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
RUSSELL	FIREFIGHTER	SQUAD 2	3/03/2005	140.00
RUSO	FIREFIGHTER	AMBULANCE 47	4/16/2005	231.00
SCARBERRY	FIREFIGHTER	DISTRICT RELIEF 2	7/06/2005	11814.68
SCATENA	PARAMEDIC	TRUCK 41	7/08/2005	1779.84
SCHAFFER	FIREFIGHTER	ENGINE COMPANY 114	8/16/2003	66.00
SCHNATTERBECK	FIREFIGHTER	ENGINE COMPANY 7	6/18/2005	471.30
SCHNEIDER	FIREFIGHTER	ENGINE COMPANY 55	1/30/2005	2077.60
SCHONECKER	FIREFIGHTER	UNKNOWN	7/11/2005	851.90
SCOTT	CAPTAIN	UNKNOWN	10/17/2003	408.00
SCUDIERI	FIREFIGHTER	ENGINE COMPANY 82	7/06/2005	867.00
SEBAHAR	FIREFIGHTER	ENGINE COMPANY 14	2/11/2005	2008.97
SEEBAUER	FIREFIGHTER	ENGINE COMPANY 46	7/01/2005	233.00
SEMERAU-MURBACH	PARAMEDIC	UNKNOWN	1/06/2004	3077.33
BENNETT	FIREFIGHTER	UNKNOWN	4/04/2004	292.39
SERRITELLA	FIREFIGHTER	AMBULANCE 4	3/16/2005	1320.00
SHANAHAN	FIREFIGHTER	ENGINE COMPANY 79	12/06/2004	99.00
SHANNON-SCHULTZ	FIREFIGHTER	UNKNOWN	4/29/2005	240.80
SHELBY	FIREFIGHTER	AMBULANCE 44	11/10/2004	2761.30
SHEPARD	FIREFIGHTER	ENGINE COMPANY 13	3/08/2005	2022.02
SINDELAR	FIREFIGHTER	TRUCK 8	5/22/2005	443.10
SINUPOLI	FIREFIGHTER	AMBULANCE H	5/13/2005	1722.47
SLAUGHTER	PARAMEDIC	UNKNOWN	12/03/2000	270.70
SMYDZ	FIREFIGHTER	TRUCK 11	7/06/2005	4209.10
SOBEK	FIREFIGHTER	TRUCK 32	7/16/2005	293.40
SOMGYI	FIREFIGHTER	UNKNOWN	4/30/2005	1639.37
SOPAD	ENGINEER	AMBULANCE 7	12/13/2003	39.00
STAUFFER	FIREFIGHTER	ENGINE COMPANY 78	10/04/2001	3733.09
STRACHAN	FIREFIGHTER	SQUAD 4	6/19/2005	339.76
STRICKLER	FIREFIGHTER	ENGINE COMPANY 94	6/07/2005	832.30
STUBBS	FIREFIGHTER	SQUAD 1	4/10/1990	310.70
SUTERA	FIREFIGHTER	UNKNOWN	12/03/2004	9118.40
SUTTON	PARAMEDIC	AMBULANCE 35	11/30/1994	1113.09
TALLEY-THOMPSON	PARAMEDIC	UNKNOWN	6/23/2005	537.93
FAVITAS	LIEUTENANT	AMBULANCE 17	6/07/2005	269.50
TAYLOR	PARAMEDIC	UNKNOWN	9/09/2004	15824.10
TAYLOR	PARAMEDIC	TRUCK 30	12/12/2003	4364.23
TEMPLE	FIREFIGHTER	TRUCK 37	7/14/1993	162.00
TIENDA	PARAMEDIC	AMBULANCE 8	6/07/1994	140.00
TRINIDAD	ENGINEER	DISTRICT RELIEF 6	6/14/2005	814.09
UPTON	PARAMEDIC	UNKNOWN	6/27/2005	7739.37
VACKICEV	FIREFIGHTER	AMBULANCE 45	7/29/2005	289.40
VALKENBURG	FIREFIGHTER	MEDICAL LAY UP	7/03/2000	1332.30
VASQUEZ	LIEUTENANT	TRUCK 9	12/16/2004	3493.80
VULETIC	FIREFIGHTER	UNKNOWN	9/12/2005	1083.40
WALLACE	FIREFIGHTER	UNKNOWN	2/11/2005	1487.06
WARFIELD	FIREFIGHTER	ENGINE COMPANY 34	3/31/2005	399.70
WARNER	FIREFIGHTER	UNKNOWN	6/03/2005	19183.14
WASHINGTON	FIREFIGHTER	ENGINE COMPANY 82	6/22/2004	504.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
WEBB	FIREFIGHTER	ENGINE COMPANY 63	8/19/2005	804.00
WELLS	FIREFIGHTER	TRUCK 39	6/29/2005	17.00
WILLIAMS	FIREFIGHTER	UNKNOWN	3/11/2005	334.76
WILSON	FIREFIGHTER	UNKNOWN	7/03/2005	61.00
WOOD	FIREFIGHTER	ENGINE COMPANY 73	8/03/2005	673.13
WOODSON	FIREFIGHTER	AMBULANCE 10	9/30/2004	53.00
YOUNG	FIREFIGHTER	AMBULANCE 35	3/16/2005	484.00
YOUNG	FIREFIGHTER	ENGINE COMPANY 71	1/23/2005	784.00
YOUNG	FIREFIGHTER	ENGINE COMPANY 9	6/09/2005	604.34

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	NUMBER INJURED
***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	NUMBER INJURED
ATILLO	POLICE OFFICER	TENTH DISTRICT	9/21/2005	274.37
ALANIZ	POLICE OFFICER	NINTH DISTRICT	7/17/2005	621.67
ALLEN	POLICE OFFICER	THIRD DISTRICT	5/13/2005	207.00
ANTHONY	POLICE OFFICER	SIXTEENTH DISTRICT	7/23/2001	133.75
DAGAI	POLICE OFFICER	FIFTH DISTRICT	9/30/2004	415.00
BARNES	POLICE OFFICER	TWENTY FIRST DISTRICT	5/27/2005	782.10
BARRERA	POLICE OFFICER	SIXTH DISTRICT	9/31/2002	125.00
BELMONTEZ	POLICE OFFICER	UNKNOWN	7/03/2005	290.25
BIALA	POLICE OFFICER	SEVENTENTH DISTRICT	6/07/2005	310.70
BICKHAM	POLICE OFFICER	DETECTIVE DIVISION-ADMINISTRATIVE	8/12/2005	54.40
BLAKE	POLICE OFFICER	TWENTY FIRST DISTRICT	7/09/2005	703.50
BLASZCZYK	POLICE OFFICER	EIGHTH DISTRICT	7/30/2005	177.25
BOLDMAN	POLICE OFFICER	FOURTH DISTRICT	7/01/2005	121.00
BUNK	POLICE OFFICER	THIRTEENTH DISTRICT	11/10/2005	1035.72
BRISMAN	POLICE OFFICER	THIRTEENTH DISTRICT	9/24/2005	120.00
BRUMLEY	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	27074.57
BRUMMETT	POLICE OFFICER	NINELENTH DISTRICT	8/15/2005	2077.22
BRYK	POLICE OFFICER	UNKNOWN	7/03/2005	305.20
CAMACHO	POLICE OFFICER	NARCOTICS SECTION	1/17/2001	83775.30
CARI I	POLICE OFFICER	SCHOOL PATROL UNIT -ADMINISTRATIVE	7/13/2002	214.00
CARLOS	POLICE OFFICER	ELEVENTH DISTRICT	7/06/2005	616.70
CAVIN	POLICE OFFICER	FOURTH DISTRICT	3/15/2005	103.00
CHAFSTER-INGHAM	POLICE OFFICER	RESEARCH AND DEVELOPMENT	7/28/2005	1073.00
CLARK	POLICE OFFICER	TWELFTH DISTRICT	12/17/1992	174.00
COLEMAN	POLICE OFFICER	THIRD DISTRICT	7/02/2005	536.61
CUNNELLY	POLICE OFFICER	FOURTH DISTRICT	10/13/2004	359.80
CORTES	POLICE OFFICER	EIGHTH DISTRICT	7/07/2005	27.00
COSTELLO-KUPRJANCZYK	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/2005	313.00
COVINGTON	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	11/20/2003	457.00
CROWIN	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	7/19/2005	950.95
CROWLEY	POLICE OFFICER	SECOND DISTRICT	7/04/1987	1135.71
CRUZ	POLICE OFFICER	SEVENTEENTH DISTRICT	6/07/2005	3537.20
CULVER-JOYCE	POLICE OFFICER	TWENTYTH DISTRICT	8/07/2005	473.06
CUYLER	POLICE OFFICER	RECRUIT TRAINING	7/01/2005	432.00
DUNSON	POLICE OFFICER	FIFTH DISTRICT	10/03/2004	215.00
DUERSON-CARTER	POLICE OFFICER	THIRD DISTRICT	10/11/2003	64.00
DURLAND	POLICE OFFICER	TWENTYTH DISTRICT	7/12/2005	75.00
EPIANO	POLICE OFFICER	SIXTEENTH DISTRICT	7/07/2005	1157.44
FABIAN	POLICE OFFICER	ELEVENTH DISTRICT	8/03/2005	357.10
FELICIANO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/18/2005	32.00
FLEMING	POLICE OFFICER	TWENTY FIFTH DISTRICT	8/13/2005	909.50
FLEMMING	POLICE OFFICER	TWELFTH DISTRICT	3/28/2005	54.00
FUDA	POLICE OFFICER	SEVENTH DISTRICT	1/14/2003	2063.06
GARCIA	POLICE OFFICER	ELEVENTH DISTRICT	9/03/2005	217.00
GARCIA	POLICE OFFICER	EIGHTEENTH DISTRICT	1/27/2000	1050.75
GAYLAN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/01/2005	912.72
GILMORE	POLICE OFFICER	SEVENTH DISTRICT	7/06/2005	43.40
GONZALEZ	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/24/2005	191.57
GORSKI	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	12/09/2002	207.55

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	WORKER COMP. DOLLAR
GRiffin	POLICE OFFICER	TENTH DISTRICT	8/12/2005	420.50
GRZYB	POLICE OFFICER	FIFTH DISTRICT	8/25/2005	705.25
HALL-ACKERMANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/05/2005	1515.50
HALLMAN-NAPOITIANO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/21/2004	44.00
HANLEY	POLICE OFFICER	FOURTH DISTRICT	5/22/2005	1721.45
HARRIS	POLICE OFFICER	SECOND DISTRICT	12/17/2004	175.00
HAYNES	POLICE OFFICER	BUMM AND ANSON SECTION	7/02/2005	2627.40
HENDRICKSON	POLICE OFFICER	FOURTH DISTRICT	8/12/2005	407.00
HERNANDEZ	POLICE OFFICER	NINTH DISTRICT	10/02/2005	443.10
JASKOLKA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/24/2005	663.24
JELKS	POLICE OFFICER	THIRTEENTH DISTRICT	10/25/2005	1423.00
JENKINS	POLICE OFFICER	DISTRICT REINSTATEMENTS	1/12/2003	1784.60
JONES	POLICE OFFICER	SIXTEENTH DISTRICT	9/18/2005	228.80
JONES	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	7/26/2005	1719.69
JONES	POLICE OFFICER	THIRD DISTRICT	9/03/2005	367.30
JONES	POLICE OFFICER	FIRST DISTRICT	5/02/2005	72.00
JOYNER	POLICE OFFICER	SECOND DISTRICT	10/03/2005	391.30
KAPPEL	POLICE OFFICER	SEVENTH DISTRICT	7/06/2005	192.00
KARSHINA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/22/2005	6766.94
KEEFE	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	7/22/2005	1639.30
KEEHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/17/2000	271.00
KITOMSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	169.33
KOCANDA	POLICE OFFICER	FOURTH DISTRICT	9/01/2005	71.00
KRAUT	POLICE OFFICER	SIXTEENTH DISTRICT	10/31/2005	401.10
KUEHLMAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/07/2005	633.30
LAMPIGNANI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/14/2004	865.40
LERMA	POLICE OFFICER	SECOND DISTRICT	7/16/2005	3389.00
LINDAHL	CHRIS/DUPHER	THIRTEENTH DISTRICT	7/23/2005	983.40
LITTLE	KERRY L.	UNKNOWN	8/18/2005	813.49
LITTLE	MERCED'S C	TWENTY-SECOND DISTRICT	9/21/2005	1710.65
LOPEZ	RUTH P	NINTH DISTRICT	9/04/2005	186.34
LYNCH	JAMES F	FIRST DISTRICT	6/29/2005	631.00
MACH	KATHLEEN	TWENTY-FIFTH DISTRICT	11/16/2003	133.00
MACKAY	PATRICIA J	RECRUIT TRAINING	5/16/1999	134.41
MAGERS	KAREN	THIRTEENTH DISTRICT	10/31/2005	10.00
MAR	MARCO A	TWENTY-FIFTH DISTRICT	3/19/2001	2170.40
MARLO	MICHAEL T	SEVENEENTH DISTRICT	4/30/2005	31.00
MARTIN	DALE J	SEVENTH DISTRICT	7/06/2005	183.00
MAYER	MARK A	UNKNOWN	8/18/2005	717.23
MAYNARD	JOHNATHAN	TWENTY-FIFTH DISTRICT	11/24/2005	1159.47
MCELRAITH	DENDYVA B	FIRST DISTRICT	10/23/2005	833.40
MCMORRIS-HOWARD	KEISHA Y	FIFTH DISTRICT	7/03/2005	1300.77
MCWILLIAMS	SCOTT M	FIFTH DISTRICT	10/08/2005	1066.23
MELLADO	VERONICA	THIRTEENTH DISTRICT	5/24/2005	85.00
MICKLEBROUGH	MICHAEL	NINEEENTH DISTRICT	8/18/2005	163.90
MIRANDA	ROBERT D	ELEVENTH DISTRICT	8/03/2005	114.09
MORAN	JOHN W	SPECIAL OPERATIONS SECTION	1/02/2003	929.00
MURRAY	JOHN M	DETECTIVE DIVISION - AREA 3	10/01/2004	2016.00
MUZUPAPPA	MICHAEL A	DETECTIVE DIVISION - AREA 5	12/13/2004	11034.63

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/2006

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	***** DATE INJURED *****	***** VOUCHER TOTAL *****
NAZARIO	POLICE OFFICER	THIRTEENTH DISTRICT	10/14/2005	3130.40
NIX	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	7/26/2005	979.36
OBALDO	POLICE OFFICER	ELEVENTH DISTRICT	10/26/2005	3666.63
O'CONNELL	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	944.70
OCUNNOR	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/17/2003	345.00
ORLANDO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/13/2003	613.60
OSHAUGHNESSY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/28/2003	763.47
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/1984	942.40
PEREZ	POLICE OFFICER	EIGHTH DISTRICT	5/23/2004	81.00
PIENTA	POLICE OFFICER	EIGHTH DISTRICT	7/22/2005	740.36
POORE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/02/2003	613.60
PULIDO	POLICE OFFICER	TENTH DISTRICT	8/11/2003	283.00
RAMONES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/11/2004	245.00
REYES	POLICE OFFICER	TENTH DISTRICT	7/23/2005	107.17
ROBINSON	POLICE OFFICER	NINETEENTH DISTRICT	7/26/2005	723.90
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/1992	3294.76
ROSA	POLICE OFFICER	RECRUIT TRAINING	8/08/2005	348.30
ROVANO	POLICE OFFICER	UNKNOWN	9/16/2005	623.42
RUSINAK	POLICE OFFICER	SIXTH DISTRICT	8/13/2005	867.67
RYAN	POLICE OFFICER	ELEVENTH DISTRICT	7/06/2003	5969.63
SAID	POLICE OFFICER	FIFTH DISTRICT	7/29/2005	4684.19
SALGADO	POLICE OFFICER	RECRUIT TRAINING	10/29/2005	3901.90
SANCHEZ	POLICE OFFICER	NINETEENTH DISTRICT	2/13/2002	729.00
SANDUVAL	POLICE OFFICER	THIRTEENTH DISTRICT	10/14/2005	308.00
SANTOS	POLICE OFFICER	TENTH DISTRICT	8/21/2005	463.96
SELKE	POLICE OFFICER	EIGHTH DISTRICT	8/31/2000	166.00
SHEPARD	POLICE OFFICER	UNKNOWN	8/22/2003	310.00
SPECHT-CAPASSO	POLICE OFFICER	SIXTEENTH DISTRICT	11/10/2003	319.00
STARIS	POLICE OFFICER	THIRD DISTRICT	4/28/2005	329.00
STASIA	POLICE OFFICER	FIFTH DISTRICT	8/03/2005	309.00
STONE	POLICE OFFICER	TENTH DISTRICT	9/23/2005	1343.64
STRANGE	POLICE OFFICER	FIFTH DISTRICT	4/16/2005	6682.04
STROCCHIA	POLICE OFFICER	TENTH DISTRICT	5/06/1997	123.12
STRUCK	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	8/21/2005	609.17
TARAGIUK	POLICE OFFICER	SIXTEENTH DISTRICT	9/18/2005	307.30
TAYLOR	POLICE OFFICER	THIRD DISTRICT	8/14/2005	2014.94
TOBIN	POLICE OFFICER	SCHOOL PAROL. UNIT-ADMINISTRAT	6/13/2000	1306.90
TRIPLETT	POLICE OFFICER	FOURTEENTH DISTRICT	8/24/2003	77.70
URBINAS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/03/2005	363.60
VASQUEZ	POLICE OFFICER	TENTH DISTRICT	6/07/2003	507.87
VELEZ	POLICE OFFICER	FIFTEENTH DISTRICT	11/02/2005	739.34
VILLANUEVA	POLICE OFFICER	SEVENTH DISTRICT	11/19/2002	11023.00
WATSON	POLICE OFFICER	SECOND DISTRICT	10/12/2005	402.40
WATTS	POLICE OFFICER	FIFTEENTH DISTRICT	8/08/2005	899.33
WEATHERLY	POLICE OFFICER	SIXTH DISTRICT	7/04/2005	137.00
WILLIAMS	POLICE OFFICER	FIFTEENTH DISTRICT	2/12/2003	610.00
WITCZAK	POLICE OFFICER	ELEVENTH DISTRICT	6/07/2003	10764.99
WITULSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/24/2003	1032.60
		FIFTH DISTRICT	7/29/2005	9393.67

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REPORTS OF COMMITTEES

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C I T Y O F C H I C A G O
CITY COUNCIL ORDERS
COUNCIL MEETING OF 1/11/2005
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
***** WILLARD	POLICE OFFICER	SEVENTEENTH DISTRICT	10/04/2003	475.70
WRIGHT	POLICE OFFICER	UNKNOWN	9/16/2005	236.39
MURM	POLICE OFFICER	SEVENTH DISTRICT	6/08/2005	1337.90
YANEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/15/2005	160.00
YOUNG	POLICE OFFICER	PUBLIC WORKS UNIT-NORTH	3/28/2003	233.00
ZAWADA	FIREFIGHTER	AMBULANCE 15	6/02/2004	206.00
GODKER	FIREFIGHTER	TRUCK 37	12/17/2004	463.00
BURENS	PARAMEDIC	UNKNOWN	1/21/2003	263.00
BUSS	FIREFIGHTER	AMBULANCE 5	6/27/2005	329.10
CALCAGNO	FIREFIGHTER	UNKNOWN	7/19/2005	4503.73
DAISY	FIREFIGHTER	AMBULANCE B	8/16/2005	680.44
GRABER	FIREFIGHTER	UNKNOWN	8/16/2005	239.00
HAYS	FIREFIGHTER	ENGINE COMPANY 120	4/20/2005	4587.31
JONES	FIREFIGHTER	TRUCK 13	3/16/2005	301.20
KOSTELNY	LIEUTENANT	DISTRICT RELEIF 5	12/17/2004	4039.00
MAROLDA	FIREFIGHTER	AMBULANCE 34	3/13/2005	410.07
MINNICK	FIREFIGHTER	SQUAD 1	1/03/2004	236.00
SOTO	FIREFIGHTER	TRUCK 34	7/08/2003	310.36
THOMAS				

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Vehicle.

*Department Of General Services/Commissioner's Office:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Oscar Johnson and Catherine Ami and State Farm Insurance P.O. Box 2371 Bloomington, Illinois 61702	8/17/04 400 North LaSalle Street	\$836.00

Damage To Property.

*Department Of Police:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
James Ellis 8354 South Throop Street Chicago, Illinois 60620	6/10/04 8354 South Throop Street	\$ 245.00
Illinois Department of Transportation and Illinois State Treasurer 201 West Center Court Region 1 Claims Office Schaumburg, Illinois 60196	11/18/03 I-290 eastbound ramp from South Homan Avenue	1,286.85

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Howard Watson	12/31/04	\$70.00
521 West Walton Street	975 North Cambridge	50.00*
Chicago, Illinois 60610	Avenue	

Damage To Vehicle.

*Department Of Revenue/Bureau Of Parking Enforcement:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Rochelle Brooks	4/12/05	\$549.00
721 East 40 th Street	During booting	
Chicago, Illinois 60653		

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
George Shaw	1/23/04	\$111.00
14369 Park Avenue	West 125 th Street and	
Harvey, Illinois 60426	South Halsted Street	

* To City of Chicago, Bureau of Parking

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
George Anderson 4534 West Rosemont Avenue Chicago, Illinois 60646	11/1/04 4534 West Rosemont Avenue	\$ 86.00
Linda D. McGhee-Lana 1435 South Lawndale Avenue Chicago, Illinois 60623	7/13/05 1435 South Lawndale Avenue	795.00
Rejoyce Thrower 8939 South Essex Avenue Chicago, Illinois 60617	10/1/04 8939 South Essex Avenue	350.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Allison Attwood 1052 North Leavitt Street Apartment 2 Chicago, Illinois 60622	5/23/05 5335 South Hyde Park Boulevard	\$209.00 300.00*
Cleo R. Baker 1020 West Bryn Mawr Avenue Chicago, Illinois 60660	1/13/05 4600 North Lake Shore Drive	388.00 70.00*
Effie Cameron 3027 West Arthington Street Chicago, Illinois 60612	6/25/04 3027 West Arthington Street	822.00 50.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Ricardo Catedral 7234 West North Avenue Apartment 703 Elmwood Park, Illinois 60707	3/29/05 3200 North Lake Shore Drive	\$136.00
John Champion 552 West Brompton Avenue Unit 3N Chicago, Illinois 60657	1/28/05 1800 West Addison Street	260.00
Terrence J. Collins 5701 South Nordica Avenue Chicago, Illinois 60638	7/4/05 1100 West 14 th Place	213.00
Guadalupe Falcon 5458 West Berenice Avenue Chicago, Illinois 60641	4/18/04 4949 West Byron Street	600.00
Shelia B. Fine 6301 North Sheridan Road Unit 20L Chicago, Illinois 60660	2/17/05 1800 West Granville Avenue	103.00
Juanita Foster 651 North Pine Avenue Chicago, Illinois 60644	3/10/05 711 West Chicago Avenue	118.00 40.00*
Joyce K. Gordon 219 South Avenue Glencoe, Illinois 60022	1/19/05 4500 North Sheridan Road	206.00
Emily A. Grandt 1829 West Iowa Street Unit 2 Chicago, Illinois 60622	3/30/05 515 West Wrightwood Avenue	100.00

* To City of Chicago, Bureau of Parking

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REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Rubin Haroon 6533 North Campbell Avenue Chicago, Illinois 60645	1/28/05 6067 North Ridge Avenue	\$231.00 50.00*
Rosetta Hatcher 5240 West 63 rd Place Chicago, Illinois 60638	1/28/05 6949 South Kedzie Avenue	346.00
Dildree F. Ivery 1438 West 123 rd Street Chicago, Illinois 60643	2/16/05 11900 South Vincennes Avenue	100.00
Gail Kaplan 1817 North Hudson Avenue Chicago, Illinois 60614	4/18/05 Michigan and Lake Shore Drive	78.00
David J. Kushner 2343 West Rice Street Unit J Chicago, Illinois 60622	5/10/05 1755 North Fairfield Avenue	88.00
Diana Nestad 10334 South Springfield Avenue Chicago, Illinois 60655	1/13/05 4332 South Pulaski Road	616.00
Lula Norwood 3410 South Giles Avenue Chicago, Illinois 60616	2/1/05 2151 West 79 th Street	40.00
Julia and Jennie Papilli 4932 West Altgeld Street Chicago, Illinois 60639	4/23/05 6300 West North Avenue	406.00
Wesley Parks 3027 West Polk Street Chicago, Illinois 60612	3/31/05 701 North Fairbanks Court	15.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Robert Payne 2700 North Hampden Court Unit 19C Chicago, Illinois 60614	2/5/05 500 West Wrightwood Avenue	\$140.00
Adrienne Ranson-Harper 1246 West 95 th Place Chicago, Illinois 60643	6/1/05 9210 South Cottage Grove Avenue	100.00
Beatrice Reed 2505 Hickory Drive Dyer, Indiana 46311	3/17/05 1100 East 57 th Street	89.00
Rafael Roman, Jr. 3614 West 68 th Place Chicago, Illinois 60629	6/24/05 350 West 43 rd Street	362.00
Virn Rose 6033 North Sheridan Road Unit 33 East Chicago, Illinois 60660	1/14/05 5800 North Sheridan Road	264.00
Behn Rudo 922 West Sunnyside Avenue Unit 3B Chicago, Illinois 60640	2/23/05 659 West Foster Avenue	143.00
Diana K. Smith 1111 East Wilson Avenue Lombard, Illinois 60148	3/15/05 11100 South Vincennes Avenue	430.00
James Smith 826 East 89 th Place Chicago, Illinois 60619	4/12/05 333 East Huron Street	100.00
Agatha Stochmalski and State Farm Insurance Subrogation Services P.O. 2374 Bloomington, Illinois 61702	8/2/04 4932 West Byron Street	1,010.00

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REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Aneta Strojny 5039 West Carmen Avenue Chicago, Illinois 60630	9/7/05 2983 North Ridgeway Avenue	\$816.00
Steven Swanson 3820 West 109 th Street Chicago, Illinois 60655	7/12/04 1819 West Pershing Road	557.00
Neil Sy 1301 West Washington Boulevard Unit 308H Chicago, Illinois 60607	2/10/05 1602 West Congress Parkway	472.00
Stephanie Taylor 6900 North Sheridan Road Apartment 3 Chicago, Illinois 60626	3/1/05 6327 North Sheridan Road	140.00 50.00*
Wilma Torres 4441 South Fairfield Avenue Chicago, Illinois 60632	1/27/05 4700 South Halsted Street	70.00
Jacqueline Varona 3745 North Bell Avenue Chicago, Illinois 60618	2/15/05 800 North Halsted Street	213.00
Philip Wherry 1 East Schiller Street Apartment 5D Chicago, Illinois 60610	3/12/05 5815 North Sheridan Road	314.00
John Williams 2100 Old Glenview Road Wilmette, Illinois 60091	3/13/05 4000 North Lake Shore Drive	209.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Transportation/Bureau Of Streets.
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Nancy A. Keegan 7336-9 Winthrop Way Downers Grove, Illinois 60516	7/1/05 323 South Wacker Drive	\$118.00

Damage To Vehicle.

*Department Of Fire:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Francine Auerbach 5660 South Blackstone Avenue Chicago, Illinois 60637	5/3/05 5660 South Blackstone Avenue	\$1,115.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Kristen Hime and Country Insurance P.O. Box 2100 Bloomington, Illinois 61702	1/22/05 523 West Surf Street	\$1,654.00

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REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Carolyn Scatchell 5256 North Virginia Avenue Chicago, Illinois 60625	4/12/05 835 North Michigan Avenue	\$549.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Maria Lescano 245 East Norman Lane Wheeling, Illinois 60090	4/3/04 During towing	\$ 915.00
Progressive Driving School and Grazyna Buda 5538 West Belmont Avenue Chicago, Illinois 60641	11/6/04 During towing	1,444.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Zenon Lewkowicz 502 Huntington Commons Road Apartment 143 Mount Prospect, Illinois 60056	6/27/05 1601 West North Avenue	\$1,403.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Street Traffic:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Megan Ann Mawicke 360 West Illinois Street Unit 431 Chicago, Illinois 60610	4/6/05 During towing	\$ 889.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 100-99-4415-0939-0939:

[List of claimants printed on pages 67900
through 67901 of this *Journal*.]

APPROVAL OF APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration one order authorizing two applications for City of Chicago charitable solicitation (tag day) permits, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

(Continued on page 67902)

CITY OF CHICAGO
 COMMITTEE ON FINANCE
 REFUSE REBATE COUNCIL ORDERS--PASSED
 MEETING DATE 1/11/2006

CONDOMINIUM/ COOPERATIVE NAME	ND. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON HERITAGE CONDO. ASSN.	9	ANNUAL	575.00	WILLIAM JP BANKS	35
BELLMORE SOUTH CONDO ASSOC.	18	ANNUAL	1,350.00	BERNARD L. STONE	50
BIRCHTREE MANOR CONDOMINIUM	18	ANNUAL	1,350.00	BRIAN G. DOHERTY	41
BRITANY GLEN CONDOMINIUM ASSN	13	ANNUAL	975.00	MARY ANN SMITH	43
BRYN MAWR PLACE CONDO ASSOC.	59	ANNUAL	3,732.25	THOMAS TUNNEY	44
CAMERON COURT CONDO. ASSN.	18	ANNUAL	1,350.00	MARGARET LAURINDO	37
CAROUSEL COURT CONDO ASSOC	30	ANNUAL	2,250.00	PATRICK J. LEVAR	45
CHASE PLACE CONDO ASSOC	9	ANNUAL	675.00	JOE MOORE	49
CUMBERLAND VIEW CONDOMINIUMS	32	ANNUAL	1,850.50	WILLIAM JP BANKS	36
EASTWOOD PLAZA CONDO. ASSN.	26	ANNUAL	1,950.00	THOMAS ALLEN	38
FARMWELL BEACH CONDO ASSOC.	31	ANNUAL	2,325.00	JOE MOORE	47
FARWELL ESTATES CONDO ASSOC.	26	ANNUAL	1,750.00	JOE MOORE	47
GLENROSE CONDOMINIUM	12	ANNUAL	700.00	MARY ANN SMITH	48
GRANVILLE WAYNE CONDO ASSOC.	18	ANNUAL	1,350.00	MARY ANN SMITH	48
GREENLEAF BEACH CONDO. CORP.	26	ANNUAL	1,950.00	MARY ANN SMITH	43
HOLLYWOOD TOWERS CONDO ASSOC.	341	ANNUAL	37,007.21	MARY ANN SMITH	47
IVY WALL CONDO ASSC.	12	ANNUAL	700.00	PATRICK J. O'CONNOR	40
JEFFERSONIAN CONDOMINIUM ASSOC	12	ANNUAL	900.00	PATRICK J. LEVAR	45
KERRY COURTS CONDOMINIUM ASSN.	9	ANNUAL	675.00	PATRICK J. LEVAR	45
LIBERTY CONDOMINIUM ASSOC.	10	ANNUAL	750.00	THOMAS ALLEN	38
LIFESTYLE 2 CONDOMINIUM	6	ANNUAL	450.00	JOE MOORE	47
LUNT-LAKE APARTMENT TRUST	88	ANNUAL	6,600.00	JOE MOORE	49
MANGO GARDENS CONDO. ASSN.	14	ANNUAL	1,050.00	PATRICK J. LEVAR	45
MENARD MANOR CONDO ASSOC.	11	ANNUAL	825.00	PATRICK J. LEVAR	45
NORTH WINTHROP AVENUE	8	ANNUAL	600.00	MARY ANN SMITH	48
NORWOOD CONDO ASSOCIATION	6	ANNUAL	450.00	MARY ANN SMITH	43
PACIFIC TERRACE ASSC.	6	ANNUAL	600.00	WILLIAM JP BANKS	36
PALATINE CONDOMINIUM ASSOC.	8	ANNUAL	900.00	BRIAN G. DOHERTY	41
PALMER COURTS	12	ANNUAL	900.00	WILLIAM JP BANKS	36
PAULINA TERRACE CONDO. ASSOC.	20	ANNUAL	1,900.00	EUGENE C. SCHULTER	47
RIDGE PARK CONDO. ASSN.	21	ANNUAL	1,575.00	JOE MOORE	47
ROSEMONT HANDOVER CONDO. ASSN.	7	ANNUAL	525.00	PATRICK J. O'CONNOR	40
SAUCANASH DAKS CONDO. ASSN.	14	ANNUAL	1,050.00	MARGARET LAURINDO	37
SAYRE GARDENS CONDO ASSN.	14	ANNUAL	1,050.00	MARGARET LAURINDO	37
SHERWOOD CASTLE CONDO. ASSN.	6	ANNUAL	450.00	WILLIAM JP BANKS	36
WASHINGTON HOUSE CONDO ASSOC	41	ANNUAL	3,075.00	BERNARD L. STONE	50
WINDSOR COURTS CONDO #2	18	ANNUAL	1,350.00	THOMAS ALLEN	38
WINSTON TOWERS #3 CONDO ASSOC.	250	ANNUAL	14,422.88	PATRICK J. LEVAR	45
WINSTON TOWERS #5 CONDO ASSOC	218	ANNUAL	7,485.18	BERNARD L. STONE	50
1368-1376 GREENLEAF BUILDING	28	ANNUAL	1,807.20	JOE MOORE	47
1423-25 W. VICTORIA CONDO ASSN	6	ANNUAL	450.00	MARY ANN SMITH	48
1427-29 ROSEMONT CONDOMINIUM	6	ANNUAL	450.00	PATRICK J. O'CONNOR	40
1431-33 W. ROSEMONT CONDO. ASSN.	6	ANNUAL	450.00	PATRICK J. O'CONNOR	40
1518 WEST OLIVE CONDO ASSN	8	ANNUAL	600.00	MARY ANN SMITH	48
3111-17 LAWRENCE AVE. CONDO	24	ANNUAL	1,800.00	RICHARD F. MELL	33

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 1/11/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
5500 WEST HIGGINS CONDO. ASSN.	10	ANNUAL	750.00	PATRICK J. LEVAR	45
5501 WEST LAURENCE CONDO. ASSN.	9	ANNUAL	675.00	PATRICK J. LEVAR	45
704-06 W. BUENA CONDO ASSOC	6	ANNUAL	450.00	HELEN SHILLER	45
7148-58 W. ADDISON CONDO ASSN	6	ANNUAL	450.00	WILLIAM JP BANKS	36
7227 N. RIDGE CONDOMINIUM	9	ANNUAL	675.00	JOE MOORE	47

(Continued from page 67899)

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue charitable solicitation (tag day) permits to the following organizations:

- A. ALS Les Turner Foundation (Lou Gehrig's Disease)
May 1, 2006 through May 31, 2006 -- citywide;
- B. Junior Cancer League
May 5, 2006 through May 6, 2006 and
June 9, 2006 through June 10, 2006 -- citywide.

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

Do Not Pass -- SUNDRY CLAIMS
FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on September 14, 2005, and on subsequent dates, sundry claims as follows:

Catt, Frank and American Family Insurance

Fondrie, David and Cincinnati Insurance Co.

Henderson, Derrick and State Farm Insurance

Zelasko, Lillian M.,

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:

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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Placed On File-- REPORT OF SETTLEMENT OF SUITS AGAINST
CITY DURING MONTH OF NOVEMBER, 2005.

The Committee on Finance submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgements were entered or cases were settled during the month of November, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

COMMITTEE ON AVIATION.

APPOINTMENT OF MS. ROSEMARIE S. ANDOLINO
AS EXECUTIVE DIRECTOR OF O'HARE
MODERNIZATION PROGRAM.

The Committee on Aviation submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on December 14, 2005) appointing Rosemarie S. Andolino as Executive Director of O'Hare Modernization, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Rosemarie S. Andolino as the Executive Director of O'Hare Modernization Program was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
COOPERATION AGREEMENT WITH DU PAGE HOUSING
AUTHORITY TO PROVIDE ASSISTANCE TO HOME-
OWNERS DISPLACED AS CONSEQUENCE OF
O'HARE MODERNIZATION PROGRAM.

The Committee on Aviation submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on December 14, 2005) at the request of the Executive Director of O'Hare Modernization, transmits an ordinance authorizing the execution of an intergovernmental agreement with the DuPage County Housing Authority, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, DuPage Housing Authority ("D.H.A.") is a unit of local government providing housing and housing assistance to residents of DuPage County, Illinois, including, without limitation, providing H.U.D. Housing Choice Vouchers ("H.C.V.s.") to eligible households; and

WHEREAS, The City is undertaking an expansion of O'Hare International Airport known as the O'Hare Modernization Program ("O.M.P."); and

WHEREAS, The O.M.P. will require the acquisition of certain privately-owned property in DuPage County that will necessitate relocating certain low-income residents who are in possession of or qualify for an H.C.V. for replacement housing in DuPage County; and

WHEREAS, The City and the D.H.A. desire to enter into an "Intergovernmental Cooperation Agreement in Relation to O'Hare International Airport" in substantially the form attached as Exhibit A to this ordinance in order to assure that eligible low-income households are provided with decent, safe, affordable and sanitary replacement housing in DuPage County; and

WHEREAS, Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., the City and the D.H.A. are authorized to contract with one another to perform any governmental service, activity or undertaking which either of them is authorized by law to perform; 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 Executive Director of O.M.P. or her designee is hereby authorized to execute an "Intergovernmental Cooperation Agreement in Relation to O'Hare International Airport" between the City and the D.H.A., substantially in the form attached hereto as Exhibit A, with such changes as may be reasonably required and approved by the Executive Director of O.M.P. and the Corporation Counsel, and is further authorized, subject to the approval of the Corporation Counsel, to execute such other documents as are necessary and appropriate to effectuate said agreement.

SECTION 3. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

*City Of Chicago -- DuPage Housing Authority
Intergovernmental Cooperation Agreement In
Relation To O'Hare International Airport.*

_____, 2005

This intergovernmental cooperation agreement ("Agreement"), dated as of the date set forth above, is by and between the City of Chicago, Illinois, an Illinois municipal corporation and home rule unit of local government ("Chicago") and the DuPage Housing Authority, an Illinois unit of local government ("D.H.A."), and is entered into to set forth certain objectives concerning the displacement and relocation of low-income households and to define the duties, responsibilities and obligations of the respective parties and describe the procedures and guidelines to be followed in relation to such displacement and relocation as a result of Chicago's expansion of O'Hare International Airport known as the O'Hare Modernization Program ("O.M.P.").

Whereas,

- A. Certain low-income households who will be displaced as a direct result of the O.M.P. will require relocation assistance in the nature of a H.U.D. Housing Choice Voucher ("H.C.V."). An eligible household is a family whose combined income is less than fifty percent (50%) of the median income for the Chicago Metropolitan S.M.S.A. as defined by the United States Department of H.U.D.
- B. Chicago is the owner and operator of O'Hare International Airport ("Airport").
- C. D.H.A. is an Illinois unit of local government providing housing and housing assistance to the residents of DuPage County, Illinois in part by providing H.C.V.s to eligible households.
- D. The O.M.P. is being undertaken to expand the footprint of the Airport to improve the efficiency of the airfield, enhance safety and security and to provide enhanced air operations and expanded ground facilities.
- E. The O.M.P. is funded in part with federal funds administered by the Federal Aviation Administration ("F.A.A.") and the City of Chicago is a Displacing Agency as that term is defined in 49 C.F.R. Part 24 Section 24.2(ii).

- F. The O.M.P. will be beneficial to the citizens and communities in the region surrounding the Airport by creating jobs, reducing air travel congestion and delays, enhancing the convenience of Airport users and contributing an additional \$18 Billion in economic activity to the region's economy.
- G. The O.M.P. requires the acquisition of certain privately-owned property in DuPage County that will necessitate relocating certain low-income residents who are in possession of or qualify for H.C.V. to replacement housing located within DuPage County.
- H. The City is committed to providing affordable, decent, safe and sanitary housing for residents relocated as a result of the O.M.P. in accordance with all applicable law and the terms and conditions of this Agreement.
- I. D.H.A. through its programs is also committed to help eligible low-income residents to find decent, safe, affordable and sanitary housing in DuPage County.
- J. The City and D.H.A. are entering into this Agreement in order to coordinate their respective efforts to assist eligible low-income households that are relocated within DuPage County as a result of the O.M.P.
- K. The City and D.H.A. deem it to be in their best interests and in the interests of the citizens of DuPage County to enter into this Intergovernmental Cooperation Agreement under the authority of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and to memorialize the terms of their undertaking.

Now, Therefore, The City and D.H.A. agree as follows:

I. Purpose.

The purpose of this Agreement is to provide, to the extent possible under current and future D.H.A. programs, and consistent with the terms and conditions specified herein, affordable, decent, safe and sanitary housing for eligible low-income households relocated within DuPage County as a result of the O.M.P.. To carry out this purpose the parties agree to:

- a) coordinate resources and information to help provide H.C.V.s to eligible low-income households displaced by the O.M.P.; and
- b) cooperate in the administration and monitoring of a Bridge Housing Payment Program ("B.H.P.P.") to be undertaken by the parties in order to provide the benefits of a temporary H.C.V. until a permanent H.C.V. is available for eligible low-income households displaced by the O.M.P..

D.H.A. estimates that the period of time for which a temporary H.C.V. will be required is eighteen (18) months from the date of displacement.

II. Program Description.

In order to carry out the purposes of this Agreement the City and D.H.A. hereby agree to establish a program as follows:

- a) D.H.A. will provide the City, through its designated agency (currently identified as its Department of Aviation) with Intake Assessment Screening Guidelines to assist in the identification of households who may be eligible for participation in the B.H.P.P.
- b) City will identify eligible households who will be displaced as a result of the O.M.P. and refer such persons to D.H.A. who will expeditiously undertake its standard intake process for each such household.
- c) Once an affordable decent, safe and sanitary replacement unit is identified D.H.A. will enter into Housing Assistance Payment Contract, hereinafter ("H.A.P.") with the owner of the replacement unit.
- d) D.H.A. will promptly provide a copy of the H.A.P., a certification that the replacement unit has been inspected by D.H.A. and is a decent, safe and sanitary replacement unit per United States H.U.D. standards, and a calculation of the amount of funds necessary to fund a temporary H.C.V. for a period of eighteen (18) months. Such amount is the Bridge Housing payment ("B.H.P.").
- e) Upon receipt of the documents provided in subparagraph (d) above the City shall pay the B.H.P. to the D.H.A. within _____ days. However in no event shall the City be obligated to pay an amount which exceeds the total amount of the rent supplement payment it is required to pay pursuant to the Uniform Relocation Act and 49 C.F.R. Part 24.
- f) Upon payment of the B.H.P. by the City as provided above the City shall have no further obligations under this Agreement and D.H.A. agrees that upon such payment it assumes all responsibility related to providing affordable, decent, safe and sanitary housing for each household who receives a B.H.P.

III. Accounting And Reporting Responsibilities.

- a) D.H.A. shall maintain such financial records as necessary to account for the funds transmitted to D.H.A. from the City and the amount of such

funds paid to each relocated household. Upon reasonable notice City representatives shall be given the opportunity to review and audit such records.

- b) D.H.A. shall provide to the City quarterly reports which include a detailed description of each replacement site to verify that it constitutes decent, safe and sanitary housing and updated verification of total household income and information regarding the rental amount for the replacement site.

IV. Cooperation.

The City and D.H.A. agree that to the extent of applicable law, they will cooperate to effectuate the intent of this Agreement.

V. All Laws.

The parties agree that at all times they shall comply with all applicable statutes and regulations including but not limited to the Uniform Relocation Act.

VI. Federal Agency Acceptance.

The City will request the F.A.A. to accept payments made pursuant to this Agreement as full and complete compliance with its obligations under the Uniform Relocation Act and pertinent regulations. In the absence of such acceptance the City shall have no obligation to make any payments under this Agreement.

VII. Term Of Agreement.

This Intergovernmental Cooperation Agreement shall be effective on the date of its execution and shall be in force until D.H.A. is notified in writing by the City or its designated agency (currently the Department of Aviation) that there are no households eligible to receive a B.H.P. pursuant to this Agreement and all obligations regarding accounting and reporting have been fulfilled.

Executed and delivered as of the date first written above.

City of Chicago

DuPage Housing Authority

By: _____

By: _____

Its: _____

Its: _____

Attest:

Attest:

Secretary

Approved as to Form and Legality:

Corporation Counsel

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

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE
IMPACT FEE FUNDS FOR IMPROVEMENTS AT
ADAMS AND DESPLAINES PARK.

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

CHICAGO, January 11, 2006.

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 Chicago Park District for the expansion of open space and recreational facilities for the near west side community area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998, pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of the same date; and

WHEREAS, The Public Building Commission of Chicago (the "Commission") proposed a project to create open space and recreational facilities in the Community Area (the "Project") described on Exhibit A, and completed the Project with funds granted by the City (the "City Grant") pursuant to an intergovernmental agreement between the City of Chicago, the Chicago Park District and the Public Building Commission of Chicago (Near West Side Open Space Project), dated May 3, 2004; and

WHEREAS, A portion of the City Grant was paid for with bond proceeds from the General Obligation Bonds (Neighborhoods Alive 21) Series 2001A issue authorized pursuant to an ordinance adopted on November 17, 1999 and published in the *Journal* for said date at pages 17523 -- 17569 (the "Bond Proceeds"); and

WHEREAS, The City wishes to reimburse a portion of the Bond Proceeds, in the amount described on Exhibit A, from the proceeds of the Open Space Fees collected by D.O.R. from the Community Area, which were not available at the time the Project was undertaken; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to reimburse the Bond Proceeds, which funded the Project, provided a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Project would not have been completed but for the use of the Bond Proceeds, and it was intended that Open Space Fees once collected be used to reimburse the City; and

WHEREAS, D.P.D. has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit A through this ordinance; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected, and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to reimburse the Bond Proceeds with Open Space Fees proceeds in the amount listed on Exhibit A from the corresponding fund.

SECTION 4. Open Space Fees in the amount listed on Exhibit A from the Near West Side Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, 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 other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Description Of Project.

1. Adams And Desplaines Park

Address: Commonly known as 119 -- 125 South Desplaines Street and 610 -- 624 West Adams Street (the "Property").

Community: Near West Side.

Description of Project: Acquisition of the Property and the completion of any remediation of adverse environmental site conditions, demolition or other site development work undertaken by the Commission for purposes of providing open space and recreational facilities to the residents of the Community Area.

Amount of Open Space Fees: \$400,000.

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE
IMPACT FEE FUNDS FOR IMPROVEMENTS
AT BRIDGEPORT PARK.

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

CHICAGO, January 11, 2006.

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 Chicago Park District for the expansion of open space and recreational facilities for the Bridgeport Community Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Community Areas listed on Exhibit A attached hereto have deepened the already significant deficit of open space in those Community Areas, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan" adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998, pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council the the City of Chicago* of the same date; and

WHEREAS, The Chicago Park District ("C.P.D.") has proposed the implementation of a project to create open spaces and recreational facilities in the Community Areas listed on Exhibit A (the "Project"); and

WHEREAS, D.P.D. wishes to reimburse itself from proceeds of the Open Space Fees collected by D.O.R. in the amounts described on Exhibit A for the purpose of partially funding the project which will provide open space and recreational facilities for the benefit of the residents of the respective Community Areas described on Exhibit A; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The D.P.D. has agreed to use the proceeds from the Open Space Fees, in the amount set forth on Exhibit A, capital improvements relating to the Project; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for each of the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth on Exhibit A through this ordinance; and

WHEREAS, D.P.D., has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees to partially fund the Project as proposed herein and on Exhibit A will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected, and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to reimburse D.P.D. with Open Space Fees proceeds in the amounts listed on Exhibit A from each of the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of Three Hundred Sixty-one Thousand Two Hundred Fifty-one Dollars (\$361,251) from the Bridgeport Community Area Open Space Fees Fund are hereby appropriated for the Project.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, 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 other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Description Of Project.

1. Bridgeport Park

Address: 2754 South Eleanor Street and 2814 --
2860 South Eleanor Street.

Community Area: Bridgeport.

Description of Project: Acquisition of 3.5 acres for conversion into parkland and open space and public access to the Chicago River South Turning Basin and Bubbly Creek.

Amount of Open Space Fees: Not to exceed \$361,251.

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE
IMPACT FEE FUNDS FOR IMPROVEMENTS
AT MARIAN FATHERS PARK.

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

CHICAGO, January 11, 2006.

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 Chicago Park District for the expansion of open space and recreational facilities for the West Lawn Community Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the West Lawn Community Area (the "Community Area") have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, The City, the Chicago Park District and the Illinois Department of Natural Resources, have contributed funds toward the acquisition of land for the

construction of Marian Fathers Park in the amount of One Million Four Hundred Thousand Dollars (\$1,400,000) to create open spaces and recreational facilities at the site described on Exhibit A in the Community Area (the "Project"); and

WHEREAS, D.P.D. desires to reimburse the City from proceeds of the Open Space Fees collected by D.O.R. in the amount of Seven Thousand Two Hundred Seventy-seven Dollars (\$7,277) for land acquisition costs for the Project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P. D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees to partially fund the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or designee of the Commissioner is hereby authorized to expend Open Space Fees proceeds in an amount not to exceed Seven Thousand Two Hundred Seventy-seven and no/100

Dollars (\$7,277.00) from Fund Number PS 65-131-08-5065-2604 to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Code, 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 invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Marian Fathers Park.

Legal Description.

That part of the northwest quarter of the northeast quarter of the northwest quarter of Section 22, Township 38 North, Range 13, East of The Third Principal Meridian, described as follows:

commencing at the southwest corner of said northwest quarter of the northeast quarter of the northwest quarter of said Section 22; thence on an assumed bearing of north 88 degrees, 43 minutes, 13 seconds east along the south line of said northwest quarter of the northeast quarter of the northwest quarter of said Section 22 a distance of 33.00 feet to the east line of the west 33 feet of said northwest quarter of the northeast quarter of the northwest quarter of said Section 22, being also the east line of the C&WI Railroad, for a point of beginning; thence north 01 degrees, 34 minutes, 38 seconds west, along said line, 459.88 feet; thence north 88 degrees, 40 minutes, 07 seconds east, 282.57 feet; thence south 00 degrees, 56 minutes, 34 seconds east, 120.14 feet; thence north 88 degrees, 49 minutes, 34 seconds east, 144.72 feet; thence north 66 degrees, 12 minutes, 39 seconds east, 9.91 feet; thence north 89 degrees, 00 minutes, 09 seconds east, 57.10 feet; thence south 01 degrees, 09 minutes, 17 seconds east, 23.97 feet; thence north 89 degrees, 23 minutes, 25 seconds east, 36.47 feet; thence north 02 degrees, 46 minutes, 02 seconds east, 4.33 feet; thence north 89 degrees, 23 minutes, 12 seconds east, 70.91 feet, to the west

line of the east 33.00 feet of said northwest quarter of the northeast quarter of the northwest quarter Section 22, said line also being the west line of South Kilbourn Avenue; thence south 01 degrees, 33 minutes, 51 seconds east along said line, 322.35 feet to the south line of the northwest quarter of the northeast quarter of said northwest quarter of Section 22; thence south 88 degrees, 43 minutes, 13 seconds west along said south line, 599.67 feet to the point of beginning, in Cook County, Illinois.

Property Address:

6336 South Kilbourn Avenue.

Property Index Number:

19-22-104-005.

Community Area:

West Lawn.

Amount Requested:

\$7,277.00.

AUTHORIZATION FOR TRANSFER OF FUNDS FOR
YEAR 2005 WITHIN CITY COUNCIL COMMITTEE
ON TRANSPORTATION AND PUBLIC WAY.

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

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed 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:

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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 2005. This transfer will

leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2005 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Specific Purpose	300	15-2230	9000	\$7,400

TO:

Purpose	Fund	Code Department	Account	Amount
Personnel Services	300	15-2230	0000	\$7,400

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 2005.

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

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

*CORRECTIONS OF JOURNAL OF THE PROCEEDINGS OF
THE CITY COUNCIL OF THE CITY OF CHICAGO.*

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

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on January 11, 2006 for the purpose of considering the following:

an ordinance (PO2005-7385) correcting page 62507 from the *Journal of the Proceedings of the City Council of the City of Chicago* of November 30, 2005, by correcting the address number (Alderman Natarus);

an ordinance (PO2005-7383) correcting page 62722 from the *Journal of the Proceedings of the City Council of the City of Chicago* of November 30, 2005, by correcting the placement of the letter "P" in the correct column (Alderman Banks);

an ordinance (PO 2005-7186) correcting page 58219 from the *Journal of the Proceedings of the City Council of the City of Chicago* of October 6, 2005, by correcting the permit number (Alderman Natarus);

an ordinance (PO2005-7187) correcting page 58227 from the *Journal of the Proceedings of the City Council of the City of Chicago* of October 6, 2005, by correcting the permit number (Alderman Natarus);

an ordinance (PO2005-7185) correcting page 55651 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 14, 2005, by correcting the permit number (Alderman Natarus);

an ordinance (PO2005-7077) correcting page 55777 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 14, 2005, by correcting the words "6 North State Street" by deleting them and inserting in their place "6 North May Street L.L.C." (Alderman Burnett); and

an ordinance (PO2005-7184) correcting page 54013 from the *Journal of the Proceedings of the City Council of the City of Chicago* of July 27, 2005, by correcting the permit number (Alderman Natarus),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

November 30, 2005.
(Page 62507)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, November 30, 2005, page 62507, Committee on Traffic Control and Safety recommended report-out, item appearing on the eighteenth printed line from the top of the page, as follows:

by striking the wording:

“5

At 7188 South Ingleside Avenue”

and inserting the wording:

“5

At 7118 South Ingleside Avenue”.

Use Group	Zoning Districts													
Use Category	No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7	No. 8	No. 9	No. 10	No. 11	No. 12	No. 13	No. 14
Specific Use Type	A	B	A	B	A	B								
P = permitted by-right S = special use approval required PD = planned development approval required -- = not allowed														
Commercial														
Entertainment and Spectator Sports (except as more specifically regulated)														
<u>Indoor Special Event Class B (see Sec. 4-156-550 (b)) including incidental liquor sales</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P

October 6, 2005.
(Page 58219)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, October 6, 2005, page 58219, Committee on Traffic Control and Safety recommended report-out, item appearing on the seventh printed line from the top of the page, as follows:

by striking the wording:

“49354”

and inserting the wording:

“43954”.

SECTION 2. This ordinance shall be in effect upon its passage and publication.

October 6, 2005.
(Page 58227)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, October 6, 2005, page 58227, Committee on Traffic Control and Safety recommended report-out, item appearing on the fourth and fifth printed lines from the top of the page, as follows:

by striking the wording:

“45 At 4401 North La Crosse Avenue -- Disabled Parking Permit 44936”

and inserting the wording:

“45 At 4409 North La Crosse Avenue -- Disabled Parking Permit 44932”.

SECTION 2. This ordinance shall be in effect upon its passage and publication.

September 14, 2005.
(Page 55651)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, September 14, 2005, page 55651, Committee on Traffic Control and Safety recommended report-out, item appearing on the twenty-seventh printed line from the top of the page, as follows:

by striking the wording:

“Section 35. Removal of Disabled Parking Permit 7811 for 1835 West 37th Street”

and inserting the wording:

“Section 35. Removal of Disabled Parking Permit 7871 for 1835 West 37th Street”.

SECTION 2. This ordinance shall be in effect upon its passage and publication.

September 14, 2005.
(Page 55777)

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for 6 North State Street on September 14, 2005 and printed upon page 55777 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: “6 North State Street” and inserting in their place the words: “6 North May Street, L.L.C.”.

SECTION 2. This ordinance amendment shall be in effect upon its passage.

July 27, 2005.

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, July 27, 2005, page 54013, Committee on Traffic Control and Safety recommended report-out, item appearing on the nineteenth and twentieth printed lines from the top of the page, as follows:

by striking the wording:

“Section 56. Removal of Disabled Parking Permit 6554 for 2125 South Millard Avenue”

and inserting the wording:

“Section 56. Removal of Disabled Parking Permit 5116 for 2125 South Millard Avenue”.

SECTION 2. This ordinance shall be in effect upon its passage and publication.

**COMMITTEE ON ECONOMIC, CAPITAL
AND TECHNOLOGY DEVELOPMENT.**

**APPROVAL OF PROPERTY AT 2951 -- 2955 NORTH CALIFORNIA
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.**

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

CHICAGO, January 11, 2006.

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 Flores (1st Ward) authorizing Class 6(b) tax incentives for the property located at 2951 -- 2955 North California Avenue 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 of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Ronald Kedzorski, an individual (the "Applicant"), with Barbara Kedzorski, an individual, own certain real estate located generally at 2951 -- 2955 North California Avenue, Chicago, Illinois 60618, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately eight thousand seven hundred (8,700) square foot industrial facility located on the Subject Property (the "Facility") and operate Barker Metalcrafts, Inc., an Illinois corporation owned by the Applicant and Barbara Kedzorski, in the Facility; and

WHEREAS, The Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within the City of Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and the purpose of enterprise zones is also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

Lots 60, 61 and 62 in Henry B. Fargo's Subdivision of the north 5 acres of Lot 4 (being the north 328.69 feet of said Lot 4) also that part of the south 5 acres of Lot 3 lying west of the west line of North Washtenaw Avenue extended and east of the east line of the west 158 feet thereof; also the south 33 feet of the west 158 feet of said Lot 3 all in the subdivision of the west half of the northeast quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers (P.I.N.s) For The Subject Property:

13-25-215-002-0000;

13-25-215-003-0000; and

13-25-215-004-0000.

Common Address:

2951 -- 2955 North California Avenue
Chicago, Illinois 60618.

**COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.**

AMENDMENT OF TITLE 11, CHAPTER 4, SECTION 1905
OF MUNICIPAL CODE OF CHICAGO REGARDING
CONSTRUCTION AND DEMOLITION SITE WASTE
RECYCLING REQUIREMENTS, PENALTIES
AND ENFORCEMENT.

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

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having held a meeting on January 10, 2006 and having had under consideration one ordinance introduced by Mayor Richard M. Daley, referred on November 30, 2005 and substituted on January 10, 2006. The following item was discussed: the amendment of Chapter 11-4 of the Municipal Code regarding Construction and Demolition Debris Recycling, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) VIRGINIA A. RUGAI,
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:

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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 11-4-1905 of the Municipal Code of Chicago is hereby amended by adding the language underscored and deleting the language struck through, as follows:

11-4-1905 Construction Or Demolition Site Waste Recycling.

(1) For purposes of this section, the term:

- (a) "Contractor" ~~shall have the meaning of~~ means general contractor as defined in Section 4-36-010 and ~~shall~~ also include s 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.
- (c) "Recycle" has the meaning ascribed to the term in Section 11-4-120 of this Code.
- (d) "Recycler" means a recycling facility, transfer station or other waste handling facility permitted pursuant to Section 11-4-250 of this Code which accepts construction and demolition debris for recycling or for further transfer to a recycling facility.
- (e) "Reuse" means (i) the on-site use of reprocessed construction and demolition debris if such on-site use is authorized in writing by

the commissioner pursuant to Section 11-4-1935 of this Code; and (ii) the off-site redistribution of a material which would otherwise be disposed of, for use in the same or similar form as it was produced.

- (2) Any project subject to this section shall be required to recycle or reuse construction or demolition ~~waste~~ debris 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 with an application date on or after January 1, 2006, but before January 1, 2007, shall cause to be recycled or reused at least 25 percent of construction and demolition debris, as measured by weight, produced on site.
 - (b) The constructor on a project that is issued a permit with an application date on or after January 1, 2007, shall cause to be recycled or reused at least 50 percent of construction and demolition debris, as measured by weight, produced on site.
- (3) The following projects are subject to this section:
- (a) ~~Residential projects~~ Construction of a new residential building 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) Construction of a new non-residential building, other than projects for which the total square footage is 4,000 square feet or less.
 - ~~(b)~~(c) Any ~~construction~~ rehabilitation of a building that will require a certificate of occupancy to issue from the department of buildings.
 - ~~(c)~~(d) Any ~~building demolition, other than projects for which the total costs is less than \$10,000.00.~~ Demolition of a residential building with four or more units that includes the demolition of at least one outside wall.
 - (e) Demolition of a non-residential building, other than projects for which the total square footage is 4,000 square feet or less.

A project is exempt from this section if only a plumbing permit, only an electrical permit or only a mechanical permit is required.

(4) Certification Of Compliance And Enforcement.

- (a) Within 30 days of completion of a project meeting the requirements of subsection (3) of this section, the contractor shall submit documentation as described herein to report compliance with this section and regulations promulgated thereunder the department of the environment to verify compliance with this section. Projects meeting the requirements of (3)(a) or (3)(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 (3)(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 or recycler for the project certifying that the project fully the extent to which the project complies with subsection (2) 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 (2) 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 meet 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
- (b) (i) The certificate of occupancy for a project subject to this section may be withheld until the applicant submits either (A) the required documentation, including, where applicable, proof that any fine due under subsection (6) of this section has been paid in full, or (B) proof of a written request for a hearing on the applicability of this section and/or the amount of fine due, which hearing shall be conducted in the department of administrative hearings.
- (ii) Notwithstanding the foregoing subparagraph (i) if a contractor is unavailable or refuses to provide the required documentation, a property owner may obtain a certificate of occupancy by submitting a waiver application supported by an affidavit that the contractor is unavailable or refuses to provide the required documentation.

- (c) A contractor who fails to submit the required documentation as provided herein shall be subject to the full amount of the fines specified in subsection (6) as if no amount of construction and demolition debris was recycled or reused, and may be subject to suspension or revocation of the contractor's general contractor's license by the mayor or the director of business affairs and licensing pursuant to Chapter 4-4 of this Code. The contractor may file a written request with the Department of Environment for a hearing to determine the applicability of this section and/or the amount of fine due, which hearing shall be conducted by the Department of Administrative Hearings.
- (d) The executive director of construction and permits shall not issue any new building or demolition permit to a contractor who has failed to timely submit the required documentation with respect to any completed project, until the applicant either (A) submits the required documentation, including, where applicable, proof that any fine due under subsection (6) of this section has been paid in full, or (B) submits proof of a written request for a hearing on the applicability of this section and/or the amount of fine due, which hearing shall be conducted in the department of administrative hearings.
- (e) A contractor must comply with all reasonable requests for information and documentation made by the ~~department~~ commissioner of the environment pursuant to an audit to monitor compliance with this section. Documentation required by this section must be maintained for at least three years.
- (f) 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 ~~\$200.00 to \$500.00~~ \$2,000 to \$5,000, and will subject the person to additional penalties and fines pursuant to this Code or state law including, but not limited to, the penalties specified in subsection (6) and the revocation or suspension of an affiant's or contractor's general contractor's license pursuant to Chapter 4-36 4-4. In the case of a contractor, the executive director of construction and permits may, after a hearing resulting in a finding that the contractor has committed any of the aforesaid violations, deny the contractor's right to obtain building or demolition permits for a period of up to one year.

- (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 department of construction and permits~~ may promulgate such rules and regulations as necessary to implement the provisions of this section.
- (6) ~~Projects that~~ Contractors who fail to meet the recycling percentages identified in subsection (2) shall be subject to the following fines:

For construction projects or demolitions involving greater than 10,000 square feet <u>or more</u> of renovated newly constructed, or demolished space	\$5,000 <u>\$1,000</u> for each percentage point of difference between the amount required by this section to be recycled <u>or reused</u> and the amount actually recycled <u>or reused</u>
For construction projects or demolitions involving less than 10,000 square feet of renovated, newly constructed, or demolished space	\$2,000 <u>\$500</u> for each percentage point of difference between the amount required by this section to be recycled <u>or reused</u> and the amount actually recycled <u>or reused</u>

SECTION 2. This ordinance takes effect upon its passage and approval.

COMMITTEE ON HEALTH.

APPOINTMENT OF DR. TERRY MASON AS COMMISSIONER
OF CHICAGO DEPARTMENT OF PUBLIC HEALTH.

The Committee on Health submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

The Committee on Health met to confirm the appointment of Terry Mason, M.D., as Commissioner of the Chicago Department of Public Health, at the recommendation of Mayor Richard M. Daley.

The appointment was approved by the Committee.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Terry Mason as Commissioner of the Chicago Department of Public Health was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF EAST VILLAGE DISTRICT
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 10, 2006 to consider a recommendation that the East Village District be designated as a Chicago landmark, 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 all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), §§ 2-120-130 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the East Village District, consisting of buildings located generally on the 800 block of North Hermitage Avenue; the 1000 blocks of North Wood and North Honore Streets; 800, 1000 and 1100 blocks of North Wolcott and North Winchester Avenues and adjacent properties on West Augusta Boulevard, North Damen Avenue and North Thomas Street, as more precisely described in Exhibits A and B attached hereto and incorporated herein (the "District"), meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4) and (7) of the Municipal Code; and

WHEREAS, The District exemplifies the high-quality working-class residential architecture constructed on Chicago's west side in the West Town neighborhood during the late nineteenth and early twentieth centuries as first German, then predominately Polish immigrants settled in the neighborhood; and

WHEREAS, The District represents the historic ethnic settlement patterns of first- and second-generation immigrants and the importance of these groups to the development of Chicago and its historically working-class neighborhoods; and

WHEREAS, The District is a distinctive cross-section of workers cottages, single-family houses, small flat buildings, small apartment buildings, and small-scale commercial buildings built between 1883 and the 1920s; and

WHEREAS, The District is a visually consistent collection of modest working-class housing, a general class of buildings that are significant in the history of Chicago; and

WHEREAS, The District is distinctive for the fine detailing and craftsmanship seen in such building elements as cornices, porches, windows and doors, that impart Italianate, Queen Anne, Richardsonian Romanesque and Eastlake influences, and for the high-quality use of materials including brick, limestone, wood and metal; and

WHEREAS, The District is an ensemble of finely-crafted nineteenth and early twentieth century building types, including working-class residential buildings, particularly two (2) and three (3) flats, and small commercial buildings, of significance to Chicago history; and

WHEREAS, The District's distinct visual unity and historic character is based on a consistent scale, building setback, design, size, use of building materials and overall details that reflect the development of the West Town community area; and

WHEREAS, The District retains more than sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required by § 2-120-630 of the Municipal Code, with its buildings retaining their original location, overall design, historic building materials and significant exterior details; and

WHEREAS, On November 3, 2005, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the District be designated as a Chicago landmark; now, therefore,

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

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

SECTION 2. The District is hereby designated as a Chicago landmark in accordance with § 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the District, for the purposes of § 2-120-740 of the Municipal Code, are all exterior building elevations, including rooflines, visible from public rights-of-way; historic rear buildings that contribute to the historic character of the District, to include those at 1103 North Winchester Avenue and 1110 North Wolcott Avenue.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque on or near the property designated as a Chicago landmark in accordance with the provisions of § 2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of § 2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "A" referred to in this ordinance
printed on page 67980 of this *Journal*.]

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

*Exhibit "B".**East Village District.*

*Property Addresses, Permanent Index Numbers
And Legal Descriptions.
(Page 1 of 28)*

Property Address	PIN	Legal Description
1934 W. AUGUSTA, Unit 1	17-06-413-044-1001	Unit 1 in the Augusta Condominium on Lot 8 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's portion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1934 W. AUGUSTA, Unit 2	17-06-413-044-1002	Unit 2 in the Augusta Condominium on Lot 8 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's portion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1934 W. AUGUSTA, Unit 3	17-06-413-044-1003	Unit 3 in the Augusta Condominium on Lot 8 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's portion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1936 W. AUGUSTA	17-06-413-041	Lots 9, 10, 11, 12 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's portion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1053 N. DAMEN	17-06-413-003	Lot 3 in Cram's Subdivision of Lot 2 in Block 3 in Superior Court Commissioner's portion of Blocks 2, 4, 7 and the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1057 N. DAMEN	17-06-413-002	Lot 2 in Cram's Subdivision of Lot 2 in Block 3 in Superior Court Commissioner's portion of Blocks 2, 4, 7 and the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1059 N. DAMEN	17-06-413-001	Lot 1 in Cram's Subdivision of Lot 2 in Block 3 in Superior Court Commissioner's portion of Blocks 2, 4, 7 and the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
814 N. HERMITAGE	17-06-437-017	The South 1/2 of Lot 6 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

*Exhibit "B".**East Village District.*

*Property Addresses, Permanent Index Numbers
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Property Address	PIN	Legal Description
816 N. HERMITAGE	17-06-437-016	The North 1/2 of Lot 6 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
820 N. HERMITAGE	17-06-437-015	The South 1/2 of Lot 7 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
822 N. HERMITAGE	1706437014	The North 1/2 of Lot 7 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
824 N. HERMITAGE	17-06-437-013	The 824 N. Hermitage Condominium in the South 1/2 of Lot 8 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
826 N. HERMITAGE	17-06-437-012	The North 1/2 of Lot 8 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
830 N. HERMITAGE, Unit 1	17-06-437-030-1001	Unit 1 of the 830 N. Hermitage Condominium in the South 1/2 of Lot 9 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
830 N. HERMITAGE, Unit 2	17-06-437-030-1002	Unit 2 of the 830 N. Hermitage Condominium in the South 1/2 of Lot 9 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
830 N. HERMITAGE, Unit 3	17-06-437-030-1003	Unit 3 of the 830 N. Hermitage Condominium in the South 1/2 of Lot 9 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
832 N. HERMITAGE	17-06-437-010	The North 1/2 of Lot 9 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
834 N. HERMITAGE	17-06-437-009	The South 1/2 of Lot 10 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

*Exhibit "B".**East Village District.*

*Property Addresses, Permanent Index Numbers
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Property Address	PIN	Legal Description
838 N. HERMITAGE	17-06-437-008	The North 1/2 of Lot 10 in Block 21 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
846 N. HERMITAGE	17-06-429-028	The South 1/2 of Lot 16 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
848 N. HERMITAGE	17-06-429-027	The North 1/2 of Lot 16 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
852 N. HERMITAGE	17-06-429-026	The South 1/2 of Lot 15 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
854 N. HERMITAGE	17-06-429-025	The North 1/2 of Lot 15 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
856 N. HERMITAGE	17-06-429-024	The South 1/2 of Lot 14 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
858 N. HERMITAGE	17-06-429-023	The 858 N. Hermitage Condominium in the North 1/2 of Lot 14 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
862 N. HERMITAGE	17-06-429-022	The South 1/2 of Lot 13 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
864 N. HERMITAGE	17-06-429-021	The North 1/2 of Lot 13 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
866 N. HERMITAGE	17-06-429-020	The South 1/2 of Lot 12 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

*Exhibit "B".**East Village District.*

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Property Address	PIN	Legal Description
868 N. HERMITAGE	17-06-429-019	The North 1/2 of Lot 12 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
872 N. HERMITAGE	17-06-429-018	The South 1/2 of Lot 11 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
874 N. HERMITAGE	17-06-429-017	The North 1/2 of Lot 11 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
876 N. HERMITAGE	17-06-429-016	The 876 N. Hermitage Condominium in the South 1/2 of Lot 10 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
878 N. HERMITAGE	17-06-429-015	The North 1/2 of Lot 10 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
882 N. HERMITAGE	17-06-429-014	The South 1/2 of Lot 9 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
884 N. HERMITAGE, Unit A	17-06-429-034-1001	Unit A of the 884 N. Hermitage Condominium in the North 1/2 of Lot 9 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
884 N. HERMITAGE, Unit B	17-06-429-034-1002	Unit B of the 884 N. Hermitage Condominium in the North 1/2 of Lot 9 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
884 N. HERMITAGE, Unit C	17-06-429-034-1003	Unit C of the 884 N. Hermitage Condominium in the North 1/2 of Lot 9 in Block 20 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

*Exhibit "B".**East Village District.*

*Property Addresses, Permanent Index Numbers
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Property Address	PIN	Legal Description
1027 N. HONORE	17-06-416-014	Lot 14 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 4 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1029 N. HONORE	17-06-416-013	Lot 13 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 4 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1031 N. HONORE	17-06-416-012	Lot 13 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1032 N. HONORE	17-06-415-030	Lot 11 in Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1033 N. HONORE	1706416011	Lot 14 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1036 N. HONORE	17-06-415-029	Lot 10 in Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1037 N. HONORE	17-06-416-010	Lot 15 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

*Exhibit "B".**East Village District.*

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And Legal Descriptions.
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Property Address	PIN	Legal Description
1038 N. HONORE	17-06-415-028	Lot 9 in Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1039 N. HONORE	17-06-416-009	Lot 16 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1040 N. HONORE	17-06-415-027	Lot 8 in Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1041 N. HONORE	17-06-416-008	Lot 17 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1042 N. HONORE	17-06-415-026	Lot 7 in Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1043 N. HONORE	17-06-416-007	Lot 18 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

*Exhibit "B".**East Village District.*

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Property Address	PIN	Legal Description
1046 N. HONORE	17-06-415-025	Lot 6 in Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1047 N. HONORE, Unit 1	17-06-416-047-1001	Unit 1 of 1047 N. Honore Condominium in Lot 19 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1047 N. HONORE, Unit 2	17-06-416-047-1002	Unit 2 of 1047 N. Honore Condominium in Lot 19 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1048 N. HONORE	17-06-415-024	Lot 5 in Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1050 N. HONORE	17-06-415-023	Lot 4 in Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1851-53 W. IOWA	17-06-435-043	Lots 32 and 33 in the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1815 W. THOMAS	17-06-416-005	Lot 24 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1817 W. THOMAS	17-06-416-004	Lot 23 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1821 W. THOMAS	17-06-416-003	Lot 22 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1823 W. THOMAS	17-06-416-002	Lot 21 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1825 W. THOMAS	17-06-416-001	Lot 20 in Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1835 W. THOMAS	17-06-415-022	Lot 1 in Owner's Division of Lots 1, 2, and 3 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1839 W. THOMAS	17-06-415-021	Lot 2 in Owner's Division of Lots 1, 2, and 3 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1843 W. THOMAS	17-06-415-020	Lot 3 in Owner's Division of Lots 1, 2, and 3 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1934 W. THOMAS	17-06-400-045	Lot 7 in the Subdivision of Lot 6 in Block 2 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1935 W. THOMAS	17-06-413-026	Lot 1 in Cram's Subdivision of Lot 1 of the west 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1936 W. THOMAS	17-06-400-044	Lot 8 in the Subdivision of Lot 6 in Block 2 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1937 W. THOMAS	17-06-413-025	Lot 2 in Cram's Subdivision of Lot 1 of the west 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1938 W. THOMAS	17-06-400-043	Lot 9 in the Subdivision of Lot 6 in Block 2 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1939 W. THOMAS	17-06-413-024	Lot 3 in Cram's Subdivision of Lot 1 of the west 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1940 W. THOMAS	17-06-400-042	Lot 10 in the Subdivision of Lot 6 in Block 2 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1941 W. THOMAS	17-06-413-023	Lot 4 in Cram's Subdivision of Lot 1 of the west 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1944 W. THOMAS	17-06-400-041	Lot 11 in the Subdivision of Lot 6 in Block 2 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1945 W. THOMAS	17-06-413-022	Lot 5 in Cram's Subdivision of Lot 1 of the west 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
815 N. WINCHESTER	17-06-434-016	The South 27.5 feet of the North 160 feet of Lot 7 in Block 7 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 8 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
817 N. WINCHESTER	17-06-434-017	The North 27.5 feet of the South 55 feet of the North 160 feet of Lot 7 in Block 7 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 8 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
821 N. WINCHESTER	17-06-434-015	The South 27.5 feet of the North 105 feet of Lot 7 in Block 7 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 8 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
823 N. WINCHESTER	17-06-434-014	The 823 N. Winchester Condominium in the North 27.5 feet of the South 55 feet of the North 105 feet of Lot 7 in Block 7 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 8 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
825 N. WINCHESTER	17-06-434-013	The South 27.5 feet of the North 55 feet of Lot 7 in Block 7 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 8 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
829 N. WINCHESTER	17-06-434-012	The 829 N. Winchester Condominium in the North 27.5 feet of the North 55 feet of Lot 7 in Block 7 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 8 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
831 N. WINCHESTER	17-06-434-011	The 831 N. Winchester Condominium in Lot 13 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
833 N. WINCHESTER	17-06-434-010	Lot 14 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
837 N. WINCHESTER	1706434009	Lot 15 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
839 N. WINCHESTER	17-06-434-008	Lot 16 and the South 1/2 of Lot 17 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
843 N. WINCHESTER	17-06-434-007	The North 12.3 feet of Lot 17 and the South 18.45 feet of Lot 18 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
847 N. WINCHESTER	17-06-434-006	The North 6.15 feet of Lot 18 and Lot 19 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
849 N. WINCHESTER	17-06-434-005	Lot 20 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
851 N. WINCHESTER	17-06-434-004	Lot 21 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
853 N. WINCHESTER	17-06-434-003	Lot 22 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
857 N. WINCHESTER	17-06-434-002	Lot 23 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
859 N. WINCHESTER	17-06-434-001	Lot 24 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1014 N. WINCHESTER	17-06-413-040	Lot 7 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's Partion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1016 N. WINCHESTER	17-06-413-039	Lot 6 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's Partion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1018 N. WINCHESTER	17-06-413-038	Lot 5 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's Partion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1020 N. WINCHESTER	17-06-413-037	Lot 4 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's Partion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1022 N. WINCHESTER	17-06-413-036	Lot 3 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's Partion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1026 N. WINCHESTER	17-06-413-035	Lot 2 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's Partion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1028 N. WINCHESTER	17-06-413-034	Lot 1 of Webb's Subdivision of Lot 4 in Superior Court Commissioner's Partion of the West 1/2 of Block 3 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1030 N. WINCHESTER	17-06-413-033	Lot 12 in Cram's Subdivision of Lot 1 of the West 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1032 N. WINCHESTER	17-06-413-032	Lot 11 in Cram's Subdivision of Lot 1 of the West 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1036 N. WINCHESTER	17-06-413-031	Lot 10 in Cram's Subdivision of Lot 1 of the West 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1038 N. WINCHESTER	17-06-413-030	Lot 9 in Cram's Subdivision of Lot 1 of the West 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1040 N. WINCHESTER	17-06-413-029	Lot 8 in Cram's Subdivision of Lot 1 of the West 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1042 N. WINCHESTER	17-06-413-028	Lot 7 in Cram's Subdivision of Lot 1 of the West 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1044 N. WINCHESTER	17-06-413-027	Lot 6 in Cram's Subdivision of Lot 1 of the West 1/2 of Block 3 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1101 N. WINCHESTER	17-06-401-027	Lot 13 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1103 N. WINCHESTER	17-06-401-026	Lot 14 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1105-07 N. WINCHESTER	17-06-401-025	Lot 15 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1109 N. WINCHESTER	17-06-401-024	Lot 16 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1111 N. WINCHESTER	17-06-401-023	Lot 17 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1113 N. WINCHESTER	17-06-401-022	Lot 18 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1114 N. WINCHESTER	17-06-400-040	Lot 6 in the Subdivision of Lot 6 in Block 2 of the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West 1/2 of Block 3 and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1115 N. WINCHESTER	17-06-401-021	Lot 19 in Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1118 N. WINCHESTER	17-06-400-039	Lot 5 in the Subdivision of Lot 6 in Block 2 of the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West 1/2 of Block 3 and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1119 N. WINCHESTER, Unit 1	17-06-401-046-1001	Unit 1 of the Harvard Estates Condominium in Lot 20 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1119 N. WINCHESTER, Unit 2	17-06-401-046-1002	Unit 2 of the Harvard Estates Condominium in Lot 20 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1119 N. WINCHESTER, Unit 3	17-06-401-046-1003	Unit 3 of the Harvard Estates Condominium in Lot 20 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1120 N. WINCHESTER	17-06-400-038	Lot 4 in the Subdivision of Lot 6 in Block 2 of the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West 1/2 of Block 3 and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1121 N. WINCHESTER	17-06-401-019	Lot 21 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1122 N. WINCHESTER, Unit 1	17-06-400-055-1001	Unit 1 in the 1122 N. Winchester Condominiums of Lot 3 in the Subdivision of Lot 6 in Block 2 of the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West 1/2 of Block 3 and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1122 N. WINCHESTER, Unit 2	17-06-400-055-1002	Unit 2 in the 1122 N. Winchester Condominiums of Lot 3 in the Subdivision of Lot 6 in Block 2 of the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West 1/2 of Block 3 and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1122 N. WINCHESTER, Unit 3	17-06-400-055-1003	Unit 3 in the 1122 N. Winchester Condominiums of Lot 3 in the Subdivision of Lot 6 in Block 2 of the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West 1/2 of Block 3 and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1123 N. WINCHESTER	17-06-401-018	Lot 22 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1124 N. WINCHESTER	17-06-400-036	Lot 2 in the Subdivision of Lot 6 in Block 2 of the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West 1/2 of Block 3 and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1125 N. WINCHESTER	17-06-401-017	Lot 23 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1128 N. WINCHESTER	17-06-400-035	Lot 1 in the Subdivision of Lot 6 in Block 2 of the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West 1/2 of Block 3 and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1129 N. WINCHESTER	17-06-401-016	Lot 24 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1130 N. WINCHESTER	17-06-400-034	Lot 17 in W.M. Hattermann's Subdivision of Lots 3 & 4 and the vacated alley in Block 2 of Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 3 and the South 1/2 of 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1131 N. WINCHESTER	17-06-401-015	Lot 16 in Cram's Subdivision of Lots 1 and 2 in Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1132 N. WINCHESTER	17-06-400-033	Lot 16 in W.M. Hattermann's Subdivision of Lots 3 & 4 and the vacated alley in Block 2 of Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 3 and the South 1/2 of 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1133 N. WINCHESTER	17-06-401-014	Lot 15 in Cram's Subdivision of Lots 1 and 2 in Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1135 N. WINCHESTER	17-06-401-013	Lot 14 in Cram's Subdivision of Lots 1 and 2 in Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1136 N. WINCHESTER	17-06-400-032	Lot 15 in W.M. Hattermann's Subdivision of Lots 3 & 4 and the vacated alley in Block 2 of Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 3 and the South 1/2 of 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1138 N. WINCHESTER	17-06-400-031	Lot 14 in W.M. Hattermann's Subdivision of Lots 3 & 4 and the vacated alley in Block 2 of Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 3 and the South 1/2 of 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1139 N. WINCHESTER	17-06-401-012	Lot 13 in Cram's Subdivision of Lots 1 and 2 in Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1140 N. WINCHESTER	17-06-400-030	Lot 13 in W.M. Hattermann's Subdivision of Lots 3 & 4 and the vacated alley in Block 2 of Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 3 and the South 1/2 of 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1141 N. WINCHESTER	17-06-401-011	Lot 12 in Cram's Subdivision of Lots 1 and 2 in Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1142 N. WINCHESTER, Unit 1	17-06-400-054-1001	Unit 1 of the 1142 N. Winchester Condominium on Lot 12 in W.M. Hattermann's Subdivision of Lots 3 & 4 and the vacated alley in Block 2 of Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 3 and the South 1/2 of 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1142 N. WINCHESTER, Unit 2	17-06-400-054-1002	Unit 2 of the 1142 N. Winchester Condominium on Lot 12 in W.M. Hattermann's Subdivision of Lots 3 & 4 and the vacated alley in Block 2 of Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 3 and the South 1/2 of 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1142 N. WINCHESTER, Unit 3	17-06-400-054-1003	Unit 3 of the 1142 N. Winchester Condominium on Lot 12 in W.M. Hattermann's Subdivision of Lots 3 & 4 and the vacated alley in Block 2 of Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 3 and the South 1/2 of 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1143 N. WINCHESTER	17-06-401-010	Lot 11 in Cram's Subdivision of Lots 1 and 2 in Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
835-37 N. WOLCOTT	17-06-435-009	Lot 24 and the South 20 feet of Lot 25 in the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
836 N. WOLCOTT	17-06-434-031	Lot 10 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
838 N. WOLCOTT	17-06-434-030	Lot 9 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
840 N. WOLCOTT	17-06-434-029	Lot 8 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
841 N. WOLCOTT	17-06-435-008	Lot 26 and the North 5 feet of Lot 25 in the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
842 N. WOLCOTT	17-06-434-028	Lot 7 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
843 N. WOLCOTT	17-06-435-007	Lot 27 of the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
845 N. WOLCOTT	17-06-435-006	Lot 28 of the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
846 N. WOLCOTT	17-06-434-027	Lot 6 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
847 N. WOLCOTT	17-06-435-005	Lot 29 of the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
848 N. WOLCOTT	17-06-434-026	Lot 5 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
850 N. WOLCOTT	17-06-434-025	Lot 4 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
851 N. WOLCOTT	17-06-435-004	Lot 30 of the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
852 N. WOLCOTT	17-06-434-024	Lot 3 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
853 N. WOLCOTT	17-06-435-003	Lot 31 of the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
855 N. WOLCOTT	17-06-435-002	Lot 32 of the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
856 N. WOLCOTT	17-06-434-023	Lot 2 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
858 N. WOLCOTT	17-06-434-022	Lot 1 of Webb's Subdivision of Lots 1 & 2 in Superior Court Commissioner's Partion of Block 7 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
859 N. WOLCOTT	17-06-435-042	The East 50.396 feet of Lot 33 of the Subdivision of the North 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1037 N. WOLCOTT	17-06-415-009	Lot 15 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1039 N. WOLCOTT	17-06-415-008	Lot 16 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1041 N. WOLCOTT	17-06-415-007	Lot 17 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1043 N. WOLCOTT	17-06-415-006	Lot 18 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1045-47 N. WOLCOTT	1706415005	Lot 19 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1049 N. WOLCOTT	17-06-415-004	Lot 20 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1051 N. WOLCOTT, Unit 1	17-06-415-048-1001	Unit 1 of the 1051 N. Wolcott Condominium on Lot 21 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's portion of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1051 N. WOLCOTT, Unit 2	17-06-415-048-1002	Unit 2 of the 1051 N. Wolcott Condominium on Lot 21 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partition of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1051 N. WOLCOTT, Unit 3	17-06-415-048-1003	Unit 3 of the 1051 N. Wolcott Condominium on Lot 21 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partition of Blocks 2, 4, 7, and the West 1/2 of Block 3 in and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1055 N. WOLCOTT	17-06-415-002	Lot 22 of Cram's Subdivision of Lots 3 and 4, except the North 50 feet thereof, in Block 4 of Superior Court Commissioner's partition of Blocks 2, 4, 7, and the West 1/2 of Block 3 and the South 1/2 of Block 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1059 N. WOLCOTT	17-06-415-001	The North 50 feet of the Subdivision of Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of 8 and the South 1/2 of 8 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1100 N. WOLCOTT	17-06-401-044	Lot 12 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1102 N. WOLCOTT	17-06-401-043	The 1102 N. Wolcott Condominium of Lot 11 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1106 N. WOLCOTT	17-06-401-042	Lot 10 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1108 N. WOLCOTT	17-06-401-041	Lot 9 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1110 N. WOLCOTT	17-06-401-040	Lot 8 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1112 N. WOLCOTT	17-06-401-039	Lot 7 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1114 N. WOLCOTT	17-06-401-038	Lot 6 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1118 N. WOLCOTT	17-06-401-037	Lot 5 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1120 N. WOLCOTT	17-06-401-036	Lot 4 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1122 N. WOLCOTT	17-06-401-035	Lot 3 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1124 N. WOLCOTT	17-06-401-034	Lot 2 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1128 N. WOLCOTT	17-06-401-033	Lot 1 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's partition of Block 2 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1130 N. WOLCOTT	17-06-401-032	Lot 17 of Cram's Subdivision of Lots 1 and 2 of Block 2 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1134 N. WOLCOTT	17-06-401-031	Lot 18 and the South 1/2 of Lot 19 of Cram's Subdivision of Lots 1 and 2 of Block 2 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1138 N. WOLCOTT	17-06-401-030	Lot 20 and the North 1/2 of Lot 19 of Cram's Subdivision of Lots 1 and 2 of Block 2 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1140 N. WOLCOTT	17-06-401-029	Lot 21 of Cram's Subdivision of Lots 1 and 2 of Block 2 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1142 N. WOLCOTT	17-06-401-028	Lot 22 of Cram's Subdivision of Lots 1 and 2 of Block 2 in Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1025 N. WOOD	17-06-417-008	Lot 28 of Hardin's Subdivision of Block 12 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1026 N. WOOD	17-06-416-036	Lot 11 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's Partition of Block 4 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1027 N. WOOD	17-06-417-007	Lot 29 of Hardin's Subdivision of Block 12 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

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Property Address	PIN	Legal Description
1028 N. WOOD	17-06-416-035	Lot 12 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's Partition of Block 4 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1029 N. WOOD	17-06-417-006	Lot 30 of Hardin's Subdivision of Block 12 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1030 N. WOOD	17-06-416-034	Lot 12 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1032 N. WOOD	17-06-416-033	Lot 11 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1033 N. WOOD	17-06-417-005	Lot 31 of Hardin's Subdivision of Block 12 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1035 N. WOOD	17-06-417-004	Lot 32 of Hardin's Subdivision of Block 12 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1036 N. WOOD	17-06-416-032	1036 N. Wood Condominium on Lot 10 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1037 N. WOOD	17-06-417-003	Lot 33 of Hardin's Subdivision of Block 12 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

*Exhibit "B".**East Village District.*

*Property Addresses, Permanent Index Numbers
And Legal Descriptions.
(Page 27 of 28)*

Property Address	PIN	Legal Description
1038 N. WOOD	17-06-416-031	Lot 9 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1039 N. WOOD	17-06-417-002	Lot 34 of Hardin's Subdivision of Block 12 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1040 N. WOOD	17-06-416-030	Lot 8 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1041 N. WOOD	17-06-417-001	Lot 35 of Hardin's Subdivision of Block 12 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1042 N. WOOD	17-06-416-029	Lot 7 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1046 N. WOOD	17-06-416-028	Lot 6 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1048 N. WOOD	17-06-416-027	Lot 5 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

*Exhibit "B".**East Village District.*

*Property Addresses, Permanent Index Numbers
And Legal Descriptions.
(Page 28 of 28)*

Property Address	PIN	Legal Description
1050 N. WOOD	17-06-416-026	Lot 4 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.
1056 N. WOOD	17-06-416-025	Lots 1, 2, and 3 of Cram's Subdivision of Lots 1 and 2 in Block 4 in Superior Court Commissioner's Partition of Blocks 2, 4, 7, the West 1/2 of Block 3, and the South 1/2 of Block 8 of Cochran & Others Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian in Cook Co., Illinois.

Boundary Description For The East Village District.

The East Village District consists of the properties within the following boundaries:

Part 1 Of 4.

Starting at the intersection of the south line of West Walton Street and the east line of the north/south alley parallel to and immediately west of North Hermitage Avenue; then south to the intersection of said east line of the north/south alley parallel to and immediately west of North Hermitage Avenue and the north line of the east/west alley parallel to and immediately north of West Chicago Avenue; then east to the intersection of said north line of the east/west alley parallel to and immediately north of West Chicago Avenue and the west line of North Hermitage Avenue; then north to the intersection of said west line of North Hermitage Avenue and the south line of West Walton Street; then west to the intersection of said south line of West Walton Street and the point of origin, all in Cook County, Illinois.

Part 2 Of 4.

Starting at the intersection of the south line of West Iowa Street and the east line of North Winchester Avenue; then south to the intersection of said east line of North Winchester Avenue and the north line of the east/west alley parallel to and immediately north of West Chicago Avenue; then east to the intersection of said north line of the east/west alley parallel to and immediately north of West Chicago Avenue and the west line of the north/south alley parallel to and immediately west of North Wolcott Avenue; then north to the intersection of said west line of the north/south alley parallel to and immediately west of North Wolcott Avenue and the south line of Lot 10 of Webb's Subdivision of Lots 1 and 2 in Superior Court Commissioner's Partition of Block 7 of Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian; then east to the intersection of said south line of Lot 10 of Webb's Subdivision of Lots 1 and 2 in Superior Court Commissioner's Partition of Block 7 of Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian and the east line of North Wolcott Avenue; then south to the intersection of said east line of North Wolcott Avenue and the north line of West Rice Street; then east to the intersection of said north line of West Rice Street and the west line of the north/south alley parallel to and immediately east of North Wolcott Avenue; then north to the intersection of said west line of the west line of the north/south alley parallel to and immediately east of North Wolcott Avenue and the south line of West Iowa Street; then west to the intersection of said south line of West Iowa Street and the point of origin, all in Cook County, Illinois.

Part 3 Of 4.

Starting at the intersection of the north line of West Augusta Boulevard and the west line of North Winchester Avenue; then north to the intersection of said west line of North Winchester Avenue and the north line of West Thomas Street; then east to the intersection of said north line of West Thomas Street and the west line of North Wolcott Avenue; then north to the intersection of said west line of North Wolcott Avenue and the south line of the east/west alley parallel to and immediately south of West Division Street; then west to the intersection of said south line of the east/west alley parallel to and immediately south of West Division Street and the east line of the north/south alley parallel to and immediately west of North Winchester Avenue; then south

to the intersection of said east line of the north/south alley parallel to and immediately west of North Winchester Avenue and the south line of West Thomas Street; then west to the intersection of said south line of West Thomas Street and the east line of North Damen Avenue; then south to the intersection of said east line of North Damen Avenue and the south line of Lot 3 in Cram's Subdivision of Lot 2 in Block 3 in Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the west half of Block 3 of Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian; then west to the intersection of said south line of Lot 3 in Cram's Subdivision of Lot 2 in Block 3 in Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the west half of Block 3 of Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian and the east line of the north/south alley parallel to and immediately west of North Winchester Avenue; then south to the intersection of said east line of the north/south alley parallel to and immediately west of North Winchester Avenue and the north line of West Augusta Boulevard; then east to the intersection of said north line of West Augusta Boulevard to the point of origin, all in Cook County, Illinois.

Part 4 Of 4.

Starting at the intersection of the east line of North Wolcott Avenue and the south line of West Thomas Street; then east to the intersection of said south line of West Thomas Street and the west line of North Wood Street; then south to the intersection of said west line of North Wood Street and the south line of West Cortez Street; then west to the intersection of said south line of West Cortez Street to the west line of the north/south alley parallel to and immediately east of North Wood Street; then south to the intersection of said north/south alley parallel to and immediately east of North Wood Street and the south line of Lot 28 in Hardin's Subdivision of Block 12 in Johnston's Subdivision of the east half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian; then west to the intersection of said south line of Lot 28 in Hardin's Subdivision of Block 12 in Johnston's Subdivision of the east half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian and the west line of North Wood Street; then north to the intersection of said west line of North Wood Street and the south line of Lot 11 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's Partition of Block 4 of Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian; then west to the intersection of said south line of Lot 11 of Webb's Subdivision

of Lots 7 and 8 in Superior Court Commissioner's Partition of Block 4 of Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian and the east line of the north/south alley parallel to and immediately west of North Wood Street; thence west from said east line of the north/south alley parallel to and immediately west of North Wood Street to the intersection of the west line of the north/south alley parallel to and immediately west of North Wood Street and the south line of Lot 14 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's Partition of Block 4 of Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian; then west to the intersection of said south line of Lot 14 of Webb's Subdivision of Lots 7 and 8 in Superior Court Commissioner's Partition of Block 4 of Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian and the east line of North Honore Street; then north to the intersection of said east line of North Honore Street and the south line of Lot 11 of Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the west half of Block 3 and the south half of Block 8 in Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian; then west to the intersection of said south line of Lot 11 of Cram's Subdivision of Lots 1 and 2 in Block 4 of Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the west half of Block 3 and the south half of Block 8 in Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian and the west line of the north/south alley parallel to and immediately west of North Honore Street; then north to the intersection of said west line of the north/south alley parallel to and immediately west of North Honore Street and the south line of Lot 15 of Cram's Subdivision of Lots 3 and 4, except the north 50 feet thereof, in Block 4 of Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the west half of Block 3 and the south half of Block 8 in Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian; then west to the intersection of the said south line of Lot 15 of Cram's Subdivision of Lots 3 and 4, except the north 50 feet thereof, in Block 4 of Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the west half of Block 3 and the south half of Block 8 in Cochran and Others' Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian and the east line of North Wolcott Avenue; then north to the intersection of said east line of North Wolcott Avenue and the point of origin, all in Cook County, Illinois.

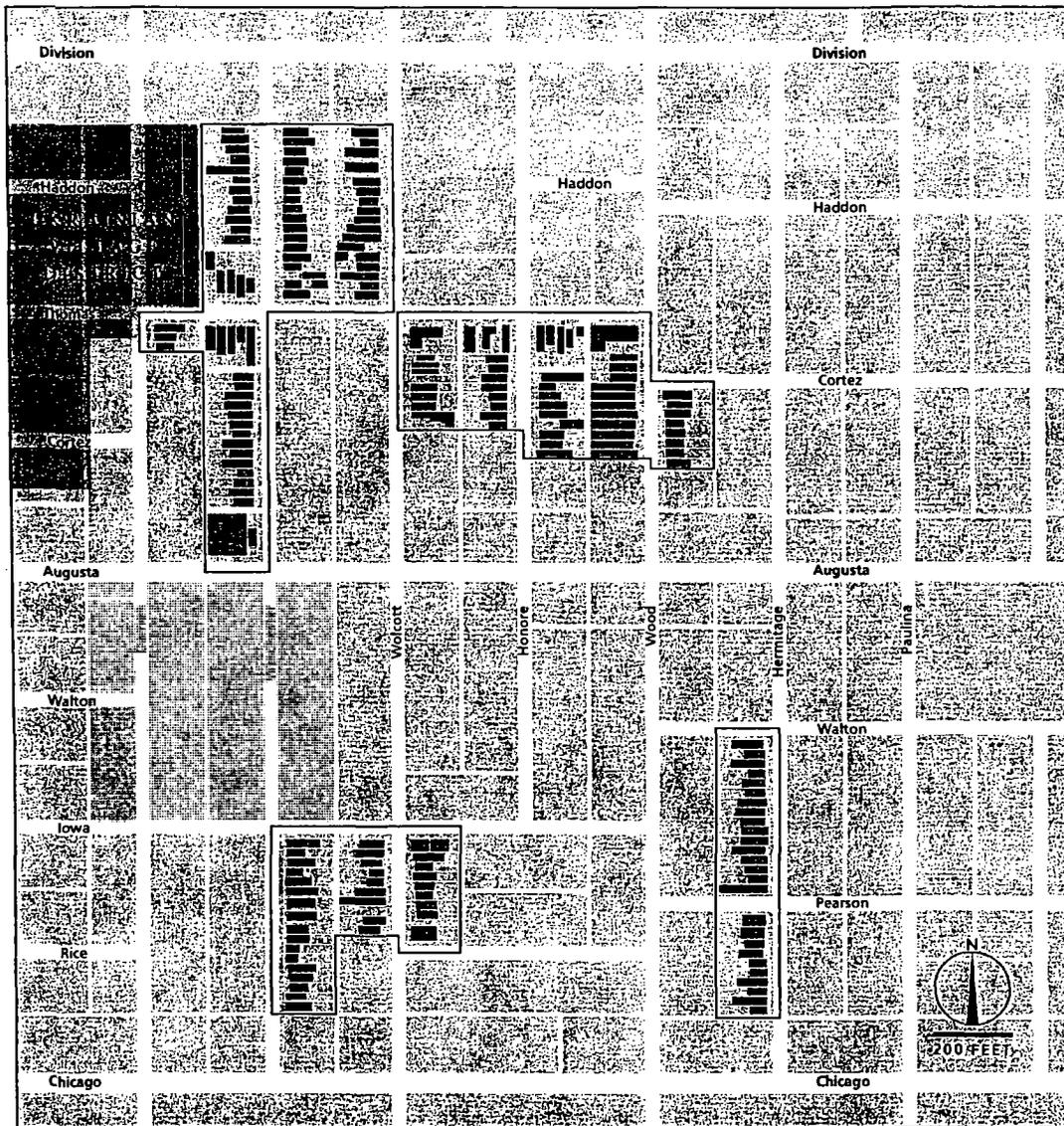
Address Ranges For The
East Village District.

1934 -- 1944 West Augusta Boulevard (evens)	1935 -- 1959 West Thomas Street (odds)
1749 -- 1761 West Cortez Street (odds)	1735 -- 1747 West Walton Street (odds)
1053 -- 1059 North Damen Avenue (odds)	813 -- 859 North Winchester Avenue (odds)
812 -- 884 North Hermitage Avenue (evens)	1000 -- 1144 North Winchester Avenue (evens)
1025 -- 1059 North Honore Street (odds)	1101 -- 1145 North Winchester Avenue (odds)
1032 -- 1058 North Honore Street (evens)	833 -- 859 North Wolcott Avenue (odds)
1849 -- 1925 West Iowa Street (odds)	834 -- 858 North Wolcott Avenue (evens)
1734 -- 1746 West Pearson Street (evens)	1033 -- 1059 North Wolcott Avenue (odds)
1735 -- 1747 West Pearson Street (odds)	1100 -- 1142 North Wolcott Avenue (evens)
1848 -- 1858 West Rice Street (evens)	1024 -- 1058 North Wood Street (evens)
1801 -- 1859 West Thomas Street (odds)	1025 -- 1043 North Wood Street (odds)
1900 -- 1944 West Thomas Street (evens)	

Exhibit "A".
(To Ordinance)

East Village District Map.

[This Map Is Intended For Illustrative Purposes Only.
The District Is Defined By Its Legal Description.]



Map is for illustrative purposes only. The District is defined by its legal description.



This map is provided for illustrative purposes only.
Department of Planning and Development, Landmarks Division
(November 3, 2005)

 Proposed District Boundary

DESIGNATION OF CHICAGO & NORTH WESTERN RAILWAY
POWERHOUSE AT 211 NORTH CLINTON STREET
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 10, 2006 to consider a recommendation that the Chicago & North Western Powerhouse be designated as a Chicago Landmark, 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 all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), § 2-120-130 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Chicago & North Western Railway Powerhouse at 211 North Clinton Street, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets four (4) criteria for landmark designation as set forth in § 2-120-620 (1), (4), (5) and (7) of the Municipal Code; and

WHEREAS, The Building is significant as the best-surviving building associated with the extensive Chicago & North Western Railway Terminal complex that once visually dominated the near west side, north of West Madison Street, after its completion in 1911; and

WHEREAS, The Building was an essential building in the terminal complex, providing electricity and heat for the terminal head house, the train shed and standing passenger cars, and other buildings historically associated with the terminal complex; and

WHEREAS, The Building exemplifies the historic significance of the Chicago & North Western Railway, one of the oldest and most dominant railroads in the history of Chicago and the State of Illinois; and

WHEREAS, The Building exemplifies the importance of the railroad industry to the history of Chicago, supporting Chicago's growth as a center of transportation, commerce, and manufacture unrivaled in the United States in the late nineteenth and early twentieth centuries; and

WHEREAS, The Building is the best-surviving building associated with the Chicago & North Western Railway Terminal complex, which exemplified the comprehensive planning ideals of the plan of Chicago, which advocated rational, well-constructed, and beautiful train stations and the grade separation of railroad tracks from streets; and

WHEREAS, The Building is an excellent example of Beaux Arts-style architecture as applied to a utilitarian building, incorporating Italian Renaissance Revival-style elements that complemented the similar, but more elaborate, design for the railway's original terminal head house; and

WHEREAS, The Building displays fine craftsmanship in brick, granite and terra cotta with a variety of Beaux Arts-style ornament such as cream-colored brick laid to resemble stone, grand round-arched openings articulated with terra-cotta trim and ornamental emblems featuring the railway's monogram; and

WHEREAS, The Building is the work of Frost and Granger, a significant architectural firm in Chicago history; and

WHEREAS, Either together or practicing separately, Frost and Granger designed many significant buildings, including several already designated as Chicago landmarks, such as the Newberry Library (designed with Henry Ives Cobb), the Cobden Building (part of the Mid-North District Extension), the Chicago Club at South Michigan Avenue and East Van Buren Street (in the historic Michigan Avenue District); and the Lord House (a contributing building in the Kenwood District); and

WHEREAS, Frost, working either alone or with Granger, was a noteworthy designer of railroad stations, designing over eighty (80) railroad stations throughout the Midwest, including the LaSalle Street Station in Chicago (demolished) and many for the Chicago & North Western Railway; and

WHEREAS, The Building with its massive masonry walls dramatically pierced with round-arched windows and its tall, two hundred twenty-five (225) foot high chimney stack, is a visual "landmark" for thousands of commuters passing by the Building daily on the Chicago Transit Authority's Green Line and Metra trains, as well as from many vantage points in the surrounding neighborhood and from the nearby Chicago River, and

WHEREAS, The Building retains more than sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required by § 2-120-630 of the Municipal Code, by retaining its original location, overall design, historic building materials and the great majority of significant exterior details; and

WHEREAS, On November 3, 2005, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the Building be designated as a Chicago landmark; now, therefore,

Be It Ordained By The City Council of the City of Chicago:

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

SECTION 2. The Building is hereby designated as a Chicago landmark in accordance with § 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Building, for the purposes of § 2-120-740 of the Municipal Code, are all exterior elevations, including rooflines and the two hundred twenty-five (225) foot high chimneystack, of the Building.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque on or near the property designated as a Chicago landmark in accordance with the provisions of § 2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of § 2-120-720 of the Municipal Code regarding notification of said designation.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A"

Chicago & North Western Railway Powerhouse

Property Description.

Legal Description:

That part of Lots 2, 3, 5, 6, 7 and 8 along with that part of the vacated alley in Block 23 in the Original Town of Chicago in the south part of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded May 29, 1837, described as follows:

beginning at the southwest corner of said Block 23; thence north 00 degrees, 00 minutes, 00 seconds west along the east right-of-way line of North Clinton Street, 273.30 feet to the southwest right-of-way line of North Milwaukee Avenue; thence south 43 degrees, 59 minutes, 56 seconds east along said southwest right-of-way line of North Milwaukee Avenue, 253.33 feet; thence running along an arc that is concave to the northwest with a radius of 15.00 feet and an arc distance of 9.99 feet (said arc having a chord bearing of south 71 degrees, 08 minutes, 30 seconds west and a chord distance of 9.80 feet); thence north 89 degrees, 46 minutes, 58 seconds west, 17.23 feet; thence south 00 degrees, 17 minutes, 20 seconds west, 21.51 feet; thence north 89 degrees, 46 minutes, 58 seconds west, 14.06 feet; thence south 00 degrees, 15 minutes, 38 seconds west, 69.10 feet to the north right-of-way line of West Lake Street; thence north 88 degrees, 54 minutes, 03 seconds west along said north right-of-way line of West Lake Street, 135.01 feet to the point of beginning, in Cook County, Illinois, less and except the portion of the following which lies above a plane level with the bottom of the existing bridge floor system

supporting the railroad tracks, as reserved to the Union Pacific Railroad Company, grantor in the quitclaim deed dated November 1, 1997 and recorded as Document 97144070, being all of the above described property, except the following:

beginning at the southwest corner of said Block 23; thence north 00 degrees, 00 minutes, 00 seconds west along the east right-of-away line of North Clinton Street, 273.30 feet to the southwest right-of-way line of North Milwaukee Avenue; thence south 43 degrees, 59 minutes, 56 seconds east along said southwest right-of-way line of North Milwaukee Avenue, 81.13 feet; thence south 00 degrees, 03 minutes, 40 seconds west, 105.23 feet; thence north 89 degrees, 46 minutes, 58 seconds west, 15.42 feet; thence south 00 degrees, 03 minutes, 40 seconds west, 110.55 feet to the north right-of-way line of West Lake Street; thence north 88 degrees, 54 minutes, 03 seconds west, 40.71 feet to the point of beginning, in Cook County, Illinois.

Address Commonly Known As:

211 North Clinton Street.

Permanent Index Number:

17-09-316-001.

AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE
OF CHARGE, TO LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 10, 2006 to consider seven permit fee waivers:

a permit fee waiver for 211 North Clinton Street (Chicago & North Western Railway);

a permit fee waiver for 1919 West Evergreen Avenue (Wicker Park District);
a permit fee waiver for 2306 -- 2312 North Geneva Terrace (Mid-North District);
a permit fee waiver for 4611 North Lincoln Avenue (Krause Music Store);
a permit fee waiver for 2248 South Michigan Avenue (Motor Row District);
a permit fee waiver for Carson Pirie Scott Redevelopment Project:
1 -- 37 South State Street (Carson Pirie Scott Building),
30 South Wabash Avenue (Thomas Church Building/Jewelers Row District),
36 -- 44 South Wabash Avenue (Carson Pirie Scott & Company Men's Store Building) (Jewelers Row District),
18 -- 28 South Wabash Avenue (Haskell, Barker Atwater Buildings); and

a permit fee waiver for 2401 South Wabash Avenue (Quinn Chapel),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by all members of the Committee present; with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

211 North Clinton Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environmental and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	211 North Clinton Street
District/Building:	Chicago & North Western Railway Powerhouse

for work generally described as:

exterior rehabilitation and adaptive reuse of existing building

by:

Owner:	Clinton/Lake, L.L.C.
Owner's Address:	656 West Randolph Street, Suite 400W
City, State, Zip:	Chicago, Illinois 60661

The fee waiver authorized by this order shall be effective from October 6, 2005 through October 6, 2006.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1919 West Evergreen Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 1919 West Evergreen Avenue

District/Building: Wicker Park District

for work generally described as:

de-conversion of a 3-flat to a 2-flat, including replacement of all windows, replacement of front door and entry, tuck-pointing and masonry repair, and a multi-story rear addition

by:

Owner: Glenn Kahn
Owner's Address: 30 North LaSalle Street, Unit 2024
City, State, Zip: Chicago, Illinois 60602

The fee waiver authorized by this order shall be effective from October 1, 2005 through December 31, 2006.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

2306 -- 2312 North Geneva Terrace.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2306 -- 2312 North Geneva Terrace

District/Building: Mid-North District

for work generally described as:

interior/exterior rehabilitation of an existing building and new 3-unit residential construction

by:

Owner: Geneva/Belden, L.L.C.

Owner's Address: 116 West Illinois Street, 4th Floor

City, State, Zip: Chicago, Illinois 60610

The fee waiver authorized by this order shall be effective from August 1, 2005 through August 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

4611 North Lincoln Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administration are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 4611 North Lincoln Avenue
District/Building: Krause Music Store

for work generally described as:

interior/exterior repair and renovation of an existing historical building

by:

Owner: 4611 North Lincoln L.L.C.
Owner's Address: 445 West Erie Street, Unit 211
City, State, Zip: Chicago, Illinois 60610

The fee waiver authorized by this order shall be effective from January 1, 2006 through January 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

2248 South Michigan Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks

(the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administration are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2248 South Michigan Avenue

District/Building: Motor Row District

for work generally described as:

interior/exterior reconstruction of a storefront building

by:

Owner: K & N Venture

Owner's Address: 2130 South Spencer Road

City, State, Zip: New Lenox, Illinois 60451

The fee waiver authorized by this order shall be effective from June 1, 2005 through June 1, 2006.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1 -- 27 South State Street, 18 -- 28 South Wabash Avenue, 30 South Wabash Avenue And 36 -- 44 South Wabash Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administration are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

1. Address: 1 -- 27 South State Street
Building: Carson Pirie Scott Building
2. Address: 30 South Wabash Avenue (Thomas Church Building)
District: Jewelers Row District
3. Address: 36 -- 44 South Wabash Avenue (Carson Pirie Scott and Company Men's Store Building)
District: Jewelers Row District
4. Address: 18 -- 28 South Wabash Avenue
Building: Haskell, Barker Atwater Buildings

for work generally described as:

interior renovation and office conversion and exterior facade restoration

by:

Owner:	One South State Street, L.L.C.
Owner's Address:	220 North Smith Street, Suite 300
City, State, Zip:	Palatine, Illinois 60067

The building at 29 -- 37 South State Street is specifically excluded and not eligible for the fee waiver under this order.

The fee waiver authorized by this order shall be effective from December 31, 2002 through December 31, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

2401 South Wabash Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administration are hereby

directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2401 South Wabash Avenue
District/Building: Quinn Chapel

for work generally described as:

replacement of the roofing system and interior/exterior restoration including masonry, doors and windows

by:

Owner: James M. Moody
Owner's Address: 2401 South Wabash Avenue
City, State, Zip: Chicago, Illinois 60616

The fee waiver authorized by this order shall be effective from September 1, 2005 through September 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

COMMITTEE ON HOUSING AND REAL ESTATE.

REAPPOINTMENT OF DR. MILDRED HARRIS AND
MR. MARTIN H. NESBITT AS COMMISSIONERS
OF CHICAGO HOUSING AUTHORITY.

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

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by the Mayor's Office reappointing Dr. Mildred Harris and Martin H. Nesbitt as Commissioners of Chicago Housing Authority to terms effective immediately and expiring July 7, 2010, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments 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 committee's recommendation was *Concurred In* and the said proposed reappointments of Dr. Mildred Harris and Mr. Martin H. Nesbitt as Commissioners of Chicago Housing Authority were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

APPOINTMENT OF MS. BRIDGET M. O'KEEFE
AS COMMISSIONER OF CHICAGO
HOUSING AUTHORITY.

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

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by the Mayor's Office appointing Bridget M. O'Keefe as a Commissioner of the Chicago Housing Authority to a term effective immediately and expiring July 7, 2008, to succeed Lori T. Healey, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Bridget M. O'Keefe as a Commissioner of the Chicago Housing Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

ESTABLISHMENT OF CHICAGO COMMUNITY LAND TRUST.

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

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a substitute ordinance by the Department of Housing, together with various aldermen, authorizing the establishment of the Chicago Community Land Trust, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government and affairs; and

WHEREAS, The City is committed to developing affordable housing and expanding opportunities for homeownership; and

WHEREAS, The City faces a number of housing challenges, including affordability for low- to moderate-income residents, a shortage of public resources for affordable housing, and maintaining long-term affordability; and

WHEREAS, Since 1994, the Department of Housing ("D.O.H."), has operated under successive five (5) year plans, under which D.O.H. allocates its resources and reports its activities to the City Council of the City ("City Council") on a quarterly basis; and

WHEREAS, D.O.H.'s current five (5) year plan for 2004 -- 2008, Build -- Preserve -- Lead: A Housing Agenda for Chicago's Neighborhoods, states that public funding for affordable housing is increasingly limited at all levels of government; and

WHEREAS, At the same time that public resources for affordable housing are shrinking, the gap between the amount of subsidy needed to make housing affordable and the amount of subsidy available continues to widen as housing costs increase; and

WHEREAS, D.O.H. has created a number of innovative programs to develop new, for-sale affordable units; and

WHEREAS, D.O.H.'s existing affordable homeownership programs provide a variety of subsidies to low- and moderate-income households to reduce the cost of buying homes; and

WHEREAS, The City annually contributes millions of dollars to construct or rehabilitate affordable single-family homes through a combination of land write-downs, fee waivers, T.I.F. assistance and development subsidies; and

WHEREAS, The City primarily relies on rights of reverter, deed restrictions and subsidy recapture provisions in second mortgages to secure the value of public subsidies invested in the development of affordable housing, and to preserve the affordability of such subsidized homes for future buyers; and

WHEREAS, The City's typical recapture mortgage treats the subsidy as a conditional loan, which requires the homeowner to repay a portion of the subsidy based on the length of time that the homeowner lives in the home and is forgiven over time; and

WHEREAS, In rapidly appreciating real estate markets, subsidy recapture provisions do not effectively discourage the quick resale of subsidized homes; and

WHEREAS, In an effort to preserve affordability, the City has begun to incorporate resale price restrictions and income-eligibility requirements into its second mortgages in the form of restrictive covenants; and

WHEREAS, The affordability controls in the City's second mortgages often give homeowners the option to either sell their property to an income-eligible household at an affordable price (in which case the new buyer assumes the mortgage), or sell their property for whatever price the market will bear (in which case the City is allowed to recapture the subsidy); and

WHEREAS, In rising markets, homebuyers often will not voluntarily choose to adhere to resale restrictions, especially when the repayment requirement is reduced over time, and, as a result, recapture mortgages do not always achieve the goals of preserving the value of subsidies and the affordability of subsidized housing for multiple, successive owners over time; and

WHEREAS, After the City's conditional loans are repaid or forgiven, the affordable unit is free to be sold at fair market value and the recaptured funds are unlikely to cover the cost of a new affordable unit due to appreciation and increasing development costs; and

WHEREAS, Since 2001, D.O.H. has been exploring the Community and Land Trust ("C.L.T.") model of homeownership as a means of permanently restricting the resale price of subsidized homes and thus preventing the loss of such homes to the market; and

WHEREAS, A C.L.T. is a nonprofit corporation that typically holds legal title to land in trust for the community for the chief purpose of creating permanent affordable homeownership opportunities for low- to moderate-income individuals and families who are kept out of the traditional homeownership market; and

WHEREAS, The C.L.T. model of homeownership divides property ownership between individuals who hold title to the home, and the C.L.T., which holds title to the underlying land; and

WHEREAS, The C.L.T. enters into long-term (typically ninety-nine year (99)) renewable, assumable ground leases with income-eligible homebuyers for the exclusive use of C.L.T. land; and

WHEREAS, C.L.T. ground leases place restrictions on the resale of subsidized homes to ensure that they will be sold to other limited income households at affordable prices as established by a resale formula; and

WHEREAS, The resale formula in a C.L.T. ground lease determines the homeowner's profit on resale, balancing the competing goals of providing a fair return on the homeowner's housing investment and preserving long-term affordability; and

WHEREAS, The C.L.T. approach to homeownership helps low- to moderate-income individuals and families build wealth through the creation of equity, while

at the same time maximizing the benefits from housing assistance dollars and protecting the affordability of subsidized housing for future residents; and

WHEREAS, Although the C.L.T. model of homeownership places limits on the ability of a homeowner to capture the appreciated value of a home, it provides many other benefits not available to renters, including mortgage interest deductions, real property tax deductions, stable housing costs, security of ownership, a long-term stake in the surrounding neighborhood, full return of equity acquired through the pay-down of purchase money mortgage debt, and an equitable return on the homeowner's investment; and

WHEREAS, In addition to the foregoing benefits of C.L.T. homeownership, permanent resale restrictions allow taxing authorities to reduce the assessed value of C.L.T. housing, and thus reduce property taxes; and

WHEREAS, The collection of modest monthly ground lease fees and one-time marketing and resale fees payable by homeowners allow C.L.T.s to become financially and organizationally self-sufficient, with the capacity to monitor and enforce ground lease restrictions, conduct public education and outreach, market affordable units within its portfolio, provide back-up services for first-time homebuyers, and manage the resale of limited-equity homes without using limited public resources; and

WHEREAS, Because the C.L.T. retains a continuing ownership and lessor's interest in the property, permanent resale restrictions in C.L.T. ground leases do not violate common law rules against perpetuities and restraints on alienation; and

WHEREAS, In 2001, the City commissioned a study, entitled Options & Issues in Creating a Community Land Trust, with a Fifteen Thousand Dollar (\$15,000) grant from the John D. and Catherine T. MacArthur Foundation to determine the questions that a start-up C.L.T. must face and the kinds of decisions that a start-up C.L.T. must make; and

WHEREAS, In 2004, D.O.H. secured technical assistance through a H.U.D.-funded program to help the City determine how it could or should support C.L.T. activity in order to achieve the goal of long-term affordability; and

WHEREAS, After weighing several options, D.O.H. determined that creating a citywide C.L.T., as opposed to separate C.L.T.s for different neighborhoods, would most effectively achieve the goal of long-term affordability by: (a) promoting a common understanding of what is meant by C.L.T. housing among prospective homebuyers, community-based organizations, developers, lenders, appraisers, realtors, attorneys and land-use planners; (b) standardizing the ways in which C.L.T. housing will be assessed, subsidized, mortgaged, marketed, enforced and managed throughout the City; (c) increasing the likelihood that C.L.T. housing will be developed on a larger scale and faster pace by an expert staff; and (d) eliminating

the duplication of efforts and the added operational and administrative costs of supporting dozens of C.L.T.s scattered over dozens of neighborhoods; and

WHEREAS, In 2005, D.O.H. established an Advisory Group of community, religious, business and organizational leaders to provide guidance in shaping a new citywide C.L.T., which met monthly from June through November of 2005; and

WHEREAS, On September 22, 2005, the John D. and Catherine T. MacArthur Foundation awarded D.O.H. a grant of Three Hundred Ninety-six Thousand Dollars (\$396,000) to cover the operating costs of a citywide C.L.T. for three (3) years (the "C.L.T. Grant") and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 2005, and published at pages 55212 through 55220 in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the City approved the acceptance of the C.L.T. Grant; and

WHEREAS, It is in the best interests of the City to provide for the establishment of a citywide community land trust ("Chicago C.L.T.") as an Illinois not-for-profit corporation having as its primary mission preserving the long-term affordability of housing units created through public subsidies; and

WHEREAS, It is also in the best interests of the City to establish a board of directors that will maintain accountability to low- and moderate-income occupants of C.L.T. homes, as well as representatives of the community at large; and

WHEREAS, D.O.H. anticipates that the Chicago C.L.T.'s initial holdings will consist primarily of affordable units that are produced through the City's existing affordable homeownership programs, and that, in most cases, the Chicago C.L.T. will not act as a developer itself, but instead will work with other nonprofit and for-profit developers of affordable housing to create C.L.T. units; and

WHEREAS, D.O.H. recognizes that it is not possible for the Chicago C.L.T. to own the land underlying certain types of D.O.H. housing units, such as affordable units created in multi-family market rate developments under the City's affordable housing ordinance (e.g., one (1) affordable unit located in a six (6) flat condominium project where the other five (5) units are sold as market rate units); and

WHEREAS, D.O.H. wishes to pursue the goal of permanent affordability in multi-family market rate developments and, therefore, where the Chicago C.L.T. cannot retain ownership of the underlying land, D.O.H. may require developers to impose deed restrictions on subsidized condominium units similar to the restrictions in C.L.T. ground leases, which the C.L.T. will then monitor and enforce; and

WHEREAS, As it grows in size and capacity, the Chicago C.L.T. may make its land available for rental housing, as well as commercial and social service uses that benefit the community; and

WHEREAS, D.O.H. anticipates that, over time, the Chicago C.L.T. will generate a stream of revenue adequate to support its operations without additional public funding; 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. D.O.H. is authorized and directed to take such steps as may be necessary to enable the Chicago C.L.T. to become duly organized and qualified as an Illinois not-for-profit organization.

SECTION 3. The Chicago C.L.T.'s Board of Directors shall be composed of not more than eighteen (18) directors and no fewer than fifteen (15) directors and shall include (a) the Commissioner of the Department of Planning and Development; (b) the Commissioner of the Department of Housing, and (c) persons appointed by the Mayor of the City of Chicago (the "Mayor") with the advice and consent of the City Council. The Commissioner of the Department of Planning and Development and the Commissioner of the Department of Housing shall serve ex-officio as directors of the Chicago C.L.T. while also serving in their respective positions as such City officials. If, at any time, there is a vacancy in either of these positions, the person designated or appointed to fulfill the duties and responsibilities of such position in an "interim" or "acting" capacity, shall also serve ex-officio as a director of the Chicago C.L.T. while also serving in such "interim" or "acting" capacity.

SECTION 4. The City Council hereby approves the filing of the Articles of Incorporation of the Chicago C.L.T. in substantially the form of Exhibit A to this ordinance. Amendments to the Articles of Incorporation shall be approved by the Mayor with the advice and consent of the City Council, provided that, without such approval, advice and consent, the Chicago C.L.T. is authorized to adopt (a) administrative amendments consistent with the purposes of this ordinance and the C.L.T.'s goals and objectives, as determined by the Commissioner of D.O.H. and the Corporation Counsel, and (b) such amendments as it determines to be appropriate to enable it to qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and Section 501(a) of the Code.

SECTION 5. The City Council hereby approves the Bylaws of the Chicago C.L.T. in substantially the form of Exhibit B to this ordinance. Amendments to the Bylaws shall be approved by the Mayor with the advice and consent of the City Council, provided that, without such approval, advice and consent, the Chicago C.L.T. is authorized to adopt (a) administrative amendments consistent with the purposes

of this ordinance and the C.L.T.'s goals and objectives, as determined by the Commissioner of D.O.H. and the Corporation Counsel, and (b) such amendments as it determines to be appropriate to enable it to qualify as an exempt organization under Section 501(c)(3) of the Code and Section 501(a) of the Code.

SECTION 6. D.O.H. is authorized to provide such internal staff support to the Chicago C.L.T. as may be required to accomplish its purposes and mission. D.O.H. is authorized to negotiate and execute agreements with the Chicago C.L.T. that set forth the terms and conditions pursuant to which such staff support would be provided to the Chicago C.L.T.

SECTION 7. The Chicago C.L.T. shall prepare annual reports for public review detailing its activities and accomplishments. A copy of each annual report shall be presented to the Mayor, the Chairman of the Housing and Real Estate Committee and the City Council.

SECTION 8. 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 9. To the extent that any ordinance, resolution, motion or order, or any provision of the Articles of Incorporation or Bylaws of the Chicago C.L.T., or any resolution adopted by the Chicago C.L.T., is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling.

SECTION 10. 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".

*Articles Of Incorporation Of Chicago
Community Land Trust.*

File Number: _____

Filing Fee: \$50

Approved: _____

[Submit in duplicate -- Type or Print clearly in
black ink -- Do not write above this line]

Article 1. Name of Corporation: Chicago Community Land Trust

Article 2. Name and Address of Initial Registered Agent and Registered Office:

Registered Agent _____
First Name Middle Name Last Name

Registered Office _____
Number Street Suite Number (P.O. Box
alone is unacceptable)

City ^{Illinois} Zip Code County

Article 3. The first Board of Directors shall be _____ in number,
Not less than three

their names and addresses being as follows:

Director Name	Street Address	City	State	Zip Code
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Article 4. Purpose for which the Corporation is Organized:

Statement Of Purpose.

Chicago Community Land Trust (the "Corporation") is organized and operated exclusively for charitable and educational purposes in accord with Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding

provision of any future United States Internal Revenue law) (the "Code"). By way of illustration and not by way of limitation, the Corporation is organized to:

(a) provide opportunities for low- and moderate-income families and individuals to secure decent and affordable housing by increasing affordable housing choices in Chicago and fostering the availability of a combination of owner-occupied and rental housing that meets diverse needs, including balancing of individual and community wealth;

(b) preserve the quality and affordability of housing for future generations of owners and renters through long-term ground leases, restrictive covenants, options to repurchase and similar mechanisms; and

(c) in furtherance of the purposes of the Corporation, acquire, develop, lease, sell or otherwise convey parcels of land, improvements thereon, or both; enter into redevelopment agreements; impose covenants, conditions and restrictions of record; accept and make grants and loans; accept mortgages executed by persons benefiting from the Corporation's affordable housing initiatives; and enforce all agreements described in this Article 4.

Is this corporation a Condominium Association as established under the Condominium Property Act? (Check one)

Yes

No

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (Check one)

Yes

No

Is this corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the Code of Civil Procedure? (Check one)

Yes

No

Article 5. Other Provisions (attach additional pages if needed):

Limitations Of Corporate Authority.

- A. The Corporation, being organized exclusively for charitable and educational purposes, may make distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code.
- B. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any of its directors, officers, members or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 4 above.
- C. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.
- D. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.
- E. No director of the Corporation shall have any right, title or interest in or to any property or assets of the Corporation, either prior to or at the time of any liquidation or dissolution of the Corporation. All such properties and assets shall at the time of any liquidation or dissolution vest in and be transferred to the City of Chicago exclusively for the purposes of the Corporation.

Article 6. Names And Addresses Of Incorporators.

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated: _____, _____
Month and Day Year

Signatures And Names

Post Office Addresses

1. _____
Signature

Name (please print)

1. _____
Street

City/Town State Zip

2. _____
Signature

Name (please print)

2. _____
Street

City/Town State Zip

3. _____
Signature

Name (please print)

3. _____
Street

City/Town State Zip

4. _____
Signature

Name (please print)

4. _____
Street

City/Town State Zip

5. _____
Signature

Name (please print)

5. _____
Street

City/Town State Zip

Signature must be in black ink on the original document.

Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title under the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered officer may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

Exhibit "B".

Bylaws Of Chicago Community Land Trust.

Article 1.

Corporate Name And Purposes; Offices

And Registered Agent.

Section 1.1 Corporate Name.

The name of the corporation shall be the Chicago Community Land Trust (the "Corporation").

Section 1.2 Purpose.

The Corporation is organized and operated exclusively for charitable and educational purposes in accord with Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) (the "Code"). By way of illustration and not by way of limitation, the Corporation is organized to:

(a) provide opportunities for low- and moderate-income families and individuals to secure decent and affordable housing by increasing affordable housing choices in Chicago and fostering the availability of a combination of owner-occupied and rental housing that meets diverse needs, including balancing of individual and community wealth; and

(b) preserve the quality and affordability of housing for future generations of owners and renters through long-term ground leases, restrictive covenants, options to repurchase and similar mechanisms; and

(c) in furtherance of the purposes of the Corporation, acquire, develop, lease, sell or otherwise convey parcels of land, improvements thereon, or both; enter into redevelopment agreements; impose covenants, conditions and restrictions of record; accept and make grants and loans; accept mortgages executed by persons benefiting from the Corporation's affordable housing initiatives; and enforce all agreements described in this Section 1.2.

Section 1.3 Registered Office.

The Corporation shall continuously maintain in the City of Chicago, Illinois a registered office and a registered agent whose business office may, but need not, be identical with such registered office.

Article 2.

Members.

Section 2.1 Designation.

The Corporation shall have no members.

*Article 3.**Directors.*

Section 3.1 General Powers.

Except as otherwise expressly herein provided or as otherwise provided by the Illinois General Not-For-Profit Corporation Act of 1986, 805 ILCS 105/101.01, et seq., as now enacted or as hereafter amended (the "Act") or the Articles of Incorporation, the property and affairs of the Corporation shall be managed by or under the direction of its Board of Directors, which shall be the governing body of the Corporation. The Board of Directors may exercise all the powers, rights and privileges of the Corporation, whether expressed or implied in the Articles of Incorporation or conferred by the Act or otherwise, and may do all acts and things which may be done by the Corporation. Each director shall be entitled to one (1) full vote on each matter.

Section 3.2 Number Of Directors And Composition Of The Board.

The Corporation's Board of Directors shall consist of not more than eighteen (18) persons and no fewer than fifteen (15) persons and shall include (a) the Commissioner of the Department of Planning and Development, (b) the Commissioner of the Department of Housing, and (c) persons appointed by the Mayor of the City of Chicago (the "Mayor") with the advice and consent of the City Council, provided that, at such time as the Corporation is managing a total of two hundred (200) units of housing, or as soon thereafter as possible in the ordinary course of filling vacancies in the Board, one-third ($\frac{1}{3}$) of the directors of the Corporation shall be residents of housing either located on land owned by the Corporation or subject to deed restrictions administered by the C.L.T. ("C.L.T. Residents"). The Commissioner of the Department of Planning and Development and the Commissioner of the Department of Housing shall serve ex-officio as directors of the Corporation while also serving in their respective positions as such City officials. If, at any time, there is a vacancy of either of these positions, the person designated or appointed to fulfill the duties and responsibilities of such position in an "interim" or "acting" capacity, shall also serve ex-officio as a director of the Corporation while also serving in such "interim" or "acting" capacity.

Section 3.3 Appointment And Term Of Office.

The Mayor shall initially appoint one half ($\frac{1}{2}$) of the directors designated in Section 3.2(c) above for a one (1) year term, and the remaining directors designated in Section 3.2(c) for a two (2) year term; provided, however, if the initial number of

directors appointed by the Mayor is not evenly divisible by two (2), the number serving for a one (1) year term shall be seven (7) in the event the Mayor appoints fifteen (15) directors and six (6) in the event the Mayor appoints thirteen (13) directors. Successors to the initial directors appointed by the Mayor, and every director appointed thereafter, shall serve for a term of two (2) years. Each director shall hold office until the expiration of the term for which he or she is appointed or until his or her successor has been appointed or until his or her death, resignation or removal. Directors will be eligible for reappointment.

Section 3.4 Resignation And Removal.

Any director may resign by written notice delivered to the president or the vice president of the Corporation, and the Mayor. A resignation is effective when the notice is delivered, unless the notice specifies a future date. The pending vacancy may be filled pursuant to Section 3.11 before the effective date. The Mayor may remove any director for incompetency, substantial neglect of duty, gross misconduct or malfeasance in office, or violation of any law, after written notice stating with particularity the grounds for removal and an opportunity for the director to respond at a special meeting of the Board of Directors. If a director abandons his or her office or in case of death or conviction of a crime, the President shall immediately declare a vacancy without further Board action. A director shall be deemed to have abandoned his or her office if he or she fails to attend three (3) consecutive meetings of the Board, with the exception of special meetings, unless good cause for absence and continuing interest in participation on the Board are recognized by the Board. Removal as a director of the Corporation shall also constitute removal as an officer and a member of all committees of the Board of Directors. Resignation of any director of the Corporation who is also serving as an officer of the Corporation or serving on one (1) or more Board committees shall also constitute a resignation as an officer and as a member of the committee.

Section 3.5 Annual Meeting Of Directors.

An annual meeting of the Board of Directors shall be held on the first _____ of _____ of each year at a time and in a place, within the City of Chicago, set forth in a resolution duly adopted by the Board of Directors and designated in the notice of the meeting, for the purpose of electing officers, passing upon reports of the previous fiscal year and transacting such other business as may come before the meeting. If the day fixed for the annual meeting falls on a legal holiday, such meeting shall be held on the next succeeding business day. Failure to hold an annual meeting at the designated time and place shall not work a forfeiture or dissolution of the Corporation, and in the event of such failure, the annual meeting shall be held within a reasonable time thereafter.

Section 3.6 Regular And Special Meetings Of Directors.

The Board of Directors may provide, by resolution, the time and place, within the City of Chicago, for the holding of regular meetings. Special meetings of the Board of Directors may be called at any time by the President or any two (2) directors. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting. The time and place of special meetings shall be at such time and in such a place, within the City of Chicago, as may be designated by the person or persons calling the meeting.

Section 3.7 Notice.

Notice of any regular or special meetings of the Board of Directors shall be given at least three (3) business days previous thereto by written notice delivered personally or by mail to each director at such address as he or she may have advised the Secretary of the Corporation to use for such purpose, except that no special meeting of the Board of Directors may hold a removal hearing in accordance with Section 3.4 of these Bylaws unless written notice of the removal hearing is delivered to all directors at least twenty (20) calendar days prior to such meeting. If delivered by personal service, such notice shall be deemed to be given when delivered. If mailed, such notice shall be deemed to be given two (2) business days after deposit in the United States mail so addressed, with postage thereon prepaid. A waiver of notice in writing signed by the director entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a director at any meeting shall constitute waiver of notice thereof unless the director attends the meeting for the express purpose of objecting to the transaction of affairs of the Corporation at the meeting because the meeting is not lawfully called or convened. Neither the affairs to be conducted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. In the case of a special meeting or when otherwise required by law or these Bylaws, including in the case of the removal of a director, the purpose of the meeting shall be identified in the written notice.

Section 3.8 Quorum.

The presence of one-third ($\frac{1}{3}$) or more directors of the Board of Directors then in office shall constitute a quorum and shall be necessary to conduct the business of the Corporation at any meeting of the Board. If there is no quorum at said meeting, a majority of the directors present may adjourn the meeting for a period of not more than three (3) weeks and, in such event, the Secretary shall notify the absent directors of the time and place of the reconvening of such adjourned meeting.

Section 3.9 Informal Action By Directors.

Any action required to be taken, or which may be taken, at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Any consent may be signed in counterparts with the same force and effect as if all directors had signed the same copy. All signed copies of any such written consent shall be delivered to the Secretary of the Corporation to be filed in the corporate records. The action taken shall be effective when all the directors have signed the consent unless the consent specifies a different effective date. Any such consent signed by all of the directors shall have the same effect as a unanimous vote.

Section 3.10 Manner Of Acting.

The affirmative votes of a majority of the directors present at a meeting of the Board of Directors at which a quorum is present shall be the act of the Board of Directors, unless the affirmative vote of a greater number is required by law, these Bylaws or the Articles of Incorporation. No director may act by proxy on any matter.

Section 3.11 Vacancies.

A vacancy in the Board of Directors shall be filled by appointment of the Mayor with the advice and consent of the City Council. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Section 3.12 Compensation.

No director shall receive compensation for his or her service as a director, nor shall any director receive compensation for service to the Corporation in any other capacity, except as may be permitted under Section 4.5 of these Bylaws.

Section 3.13 Organization.

At meetings of the Board of Directors, the President of the Corporation, if he or she is present, shall act as chairperson of the meeting. In the absence of the President, the Vice President, if present, otherwise a person chosen by a majority vote of the directors present at the meeting, shall act as chairperson of the meeting. The Secretary of the Corporation or, in the absence of the Secretary, a person appointed by the chairperson of the meeting, shall act as secretary of the meeting. The chairperson of the meeting shall have the right to decide, without appeal, the order

of business for such meeting and all procedural matters, including the right to limit discussion that is unreasonably cumulative, prolonged or irrelevant.

Section 3.14 Presumption Of Assent.

A director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed conclusively to have assented to the action taken unless the director's dissent or abstention shall be entered in the minutes of the meeting or unless the director shall file his or her written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered or certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

Section 3.15 Mode Of Meeting.

Unless specifically prohibited by the Articles of Incorporation of the Corporation or these Bylaws, members of the Board of Directors or any other committee designated by the Board of Directors may participate in and act at any meeting thereof through use of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute attendance and presence in person at the meeting of the person or persons so participating for all purposes, including fulfilling the requirements of Sections 3.8 and 3.10.

Article 4.

Officers.

Section 4.1 Designation And Qualifications.

The officers of the Corporation shall be a president (the "President"), a vice president (the "Vice President"), a treasurer (the "Treasurer"), a secretary (the "Secretary"), and such other officers as may be elected by the Board of Directors. The Board of Directors shall elect such officers by majority vote annually at the regular annual meeting of the Board, or as soon thereafter as convenient, to serve until the next regular annual meeting of the Board or until their respective successors shall have been elected and qualified. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the

duties prescribed from time to time by the Board of Directors. All officers of the Corporation shall be drawn from members of the Board. No offices may be held concurrently by the same person.

Section 4.2 Term Of Office, Resignation And Removal.

Officers of the Corporation shall serve the Corporation until their respective successors shall have been elected and qualified; provided, however, that the term of any officer may be terminated sooner by death, resignation or removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby. Removal shall be made by a majority of the directors present at a meeting of the Board of Directors at which a quorum is present. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed, but election to office shall not of itself create any contract rights. An officer who is no longer a director shall be removed as an officer automatically, without the need for further action by the Board of Directors. However, the removal of an officer shall not be deemed to constitute a removal of such person as a director.

Section 4.3 Vacancies.

A vacancy in any office, however arising, if filled, shall be filled for the unexpired portion of the term in the same manner as provided for election to the office.

Section 4.4 Control By Board Of Directors.

The powers and duties of officers of the Corporation as prescribed by this article or elsewhere in these Bylaws are subject to alteration or suspension by the Board of Directors, from time to time either in general or in specific instances or for specific purposes, all as set forth in a resolution of the Board of Directors effecting such alteration or suspension.

Section 4.5 Compensation.

Unless an officer devotes a minimum of twenty (20) hours per week to the Corporation's business on a regular basis, no officer shall receive compensation for his or her service as an officer, nor shall any officer receive compensation for service to the Corporation in any other capacity, unless such officer is an employee of the Corporation. Any officer, or non-officer, employed by the Corporation shall have his or her compensation approved by four-fifths (4/5) of the directors entitled to vote with respect to the subject matter thereof. No officer may vote on a resolution involving such officer's compensation.

Section 4.6 President.

The President shall be the principal executive officer of the Corporation and, subject to the direction and control of the Board of Directors, shall have general charge of the affairs of the Corporation. In general, the powers and duties of the President shall be those ordinarily exercised or performed by the chief executive officer of a not-for-profit corporation and such other powers and duties as may be assigned to the President by the Board of Directors. Without limiting the generality of the foregoing by this specification, in addition to presiding at meetings as provided elsewhere in these Bylaws, the President shall see that the resolutions and directions of the Board of Directors are carried into effect. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Corporation, or a different mode of execution is expressly prescribed by the Board of Directors or these Bylaws, the President may execute for the Corporation such documents as needed for the conduct of the Corporation's affairs in the ordinary course, as well as any deeds, mortgages, leases, bonds, contracts, checks, notes, or other documents which the Board of Directors has authorized to be executed, and he or she may accomplish such execution without a seal of the Corporation and either individually or with the Secretary or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the document.

Section 4.7 Vice President.

The Vice President shall assist the President in the discharge of his or her duties as the President may direct and shall perform such other duties as from time to time may be assigned to him or her by the President of the Board of Directors. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him or her by the Board.

Section 4.8 Treasurer.

The Treasurer shall be the principal accounting and financial officer of the Corporation and, in general, the powers and duties of the Treasurer shall be those ordinarily incidental to the office of treasurer of a not-for-profit corporation and such other powers and duties as may be assigned to the Treasurer by the Board of Directors or by the President. Without limiting the generality of the foregoing by this specification, the Treasurer shall (a) be responsible for the collection, receipt, custody and disbursement of all corporate funds and securities; (b) deposit all monies and other valuable effects in the name and to the credit of the Corporation in such banks or other depositories as may be designated by the Board of Directors

or by an officer of the Corporation, pursuant to any delegation of such authority by the Board of Directors; (c) be responsible for carrying out the policies of the Corporation relating to the approval, grant or extension of credit by the Corporation and for the procurement and maintenance of adequate insurance for the Corporation; (d) have charge of and be responsible for the maintenance of adequate books of account for the Corporation; and (e) render such reports with respect to accounting and financial matters to the President and to the Board of Directors at such intervals as they may require.

Section 4.9 Secretary.

In general, the powers and duties of the Secretary shall be those ordinarily incidental to the office of secretary of a not-for-profit corporation and such other powers and duties as may be assigned to the Secretary by the Board of Directors or by the President. Without limiting the generality of the foregoing by this specification, the Secretary shall (a) attend all meetings of the Board of Directors, record the minutes of the meetings of the Board of Directors in one (1) or more books provided for that purpose, and shall include in such books the actions by written consent of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be the custodian of the corporate records and certify the Bylaws, resolutions of the Board of Directors and any committees of the Board of Directors, and other documents of the Corporation as being true and correct copies thereof; (d) keep a register of the post-office address of each director which shall be furnished to the Secretary by such director; (e) sign with the President, or any other officer thereunto authorized by the Board of Directors, any contracts or other documents which the Board of Directors has authorized, and he or she may (without previous authorization by the Board of Directors) sign with such other officers as aforesaid such contracts and other documents as the conduct of the Corporation's affairs in its ordinary course requires, in each case according to the requirements of the form of the document, except when a different mode of execution is expressly prescribed by the Board of Directors or these Bylaws; and (f) keep and file all reports, statements and other documents required by law, except where the duty is expressly imposed on some other officer or agent.

Article 5.

Standing And Special Committees.

Section 5.1 Standing And Special Committees.

The Board of Directors may appoint committees by resolution setting forth the composition, authority, tenure, scope of responsibility and related matters

pertaining to such committee, subject to the limitations of Section 105/108.40 of the Act. Each committee shall have two (2) or more directors and all committee members shall serve at the pleasure of the Board of Directors. The Board of Directors may create and appoint persons to a commission, advisory body or other such body which may or may not have directors as members, which body may not act on behalf of the Corporation or bind it to any action but may make recommendations to the Board of Directors or to the officers.

Section 5.2 Powers.

Each committee created under Section 5.1 of this article shall have the powers specified in the corporate resolution creating such committee, subject to any constraints imposed by law.

Section 5.3 Tenure.

Members of committees appointed pursuant to this article shall serve for one (1) year and until their successors have been appointed, unless prior thereto the committee is dissolved by the Board of Directors by resolution, or a member's service is sooner terminated by death, resignation or removal by the Board of Directors.

Section 5.4 Meetings.

The Board of Directors shall designate one of the members of each committee as its chairperson. The chairperson shall preside at meetings of the committee. In the absence of the chairperson, the committee members present shall appoint one of their number as a temporary chairperson. Notice of the time and place of meetings of committees shall be given to committee members at least two (2) business days in advance of the meeting, but such notice may be waived in writing or by attendance at the meeting.

Section 5.5 Quorum.

Unless otherwise provided by the Board of Directors, a majority of the committee shall constitute a quorum. If a quorum is not present at a meeting, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 5.6 Manner Of Acting.

The act of a majority of the members of a committee present at a meeting at which a quorum exists shall be the act of the committee. Any action which may be taken

at a meeting of a committee may be taken without a meeting if a consent in writing setting forth such action shall be signed by all the members of the committee. Any consent may be signed in counterparts with the same force and effect as if all members of the committee had signed the same copy. All signed copies of any such written consent shall be delivered to the Secretary of the Corporation to be filed in the corporate records. The action taken shall be effective when all the members of the committee have signed the consent unless the consent specifies a different effective date.

Section 5.7 Vacancies.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in Section 5.1 and 5.3.

Article 6.

Indemnification.

Section 6.1 Indemnification Of Directors, Officers, Employees And Agents.

The Corporation shall, to the fullest extent to which it is empowered to do so by Section 105/108.75 of the Act or any other applicable laws as may from time to time be in effect, indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or that he or she is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against all judgments, fines, reasonable expenses (including attorneys' fees), and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

Section 6.2 Contract With The Corporation.

The provisions of this article shall be deemed to be a contract between the Corporation and each director, officer, employee or agent who serves in any capacity at any time while this article is in effect, and any repeal or modification of this article shall not affect any rights or obligations hereunder with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or

thereafter brought or threatened based in whole or in part upon any such state of facts.

Section 6.3 Payment Of Expenses In Advance.

Expenses incurred in defending a civil or criminal action, suit or proceeding against a director, officer, employee or agent may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that such director, officer, employee or agent is entitled to be indemnified by the Corporation as authorized by this article.

Section 6.4 Insurance Against Liability.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of these Bylaws.

Section 6.5 Other Rights Of Indemnification.

The indemnification provided or permitted by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled by law or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Article 7.

Federal Tax Provisions.

Section 7.1 Private Inurement, Lobbying Restrictions.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any of its directors, officers, members, or other private persons,

except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in Article 1 above. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

Section 7.2 Distribution Of Assets Upon Dissolution.

No director or employee of the Corporation shall have any right, title or ownership interest (direct or indirect) in or to any property or assets of the Corporation, either prior to or at the time of any liquidation or dissolution of the Corporation. All such properties and assets shall at the time of any liquidation or dissolution vest in and be transferred to the City of Chicago exclusively for the purposes of the Corporation.

Article 8.

Miscellaneous.

Section 8.1 Contracts.

The Board of Directors may authorize any one or more officers of the Corporation, or any one or more of its agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; provided, however, that this Section 8.1 shall not be a limitation on the powers of office granted under Article 4 of these Bylaws.

Section 8.2 Checks, Drafts, Et Cetera.

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors, or by an officer or officers of the Corporation designated by the Board of Directors to make such determination; provided, however, all orders for the payment of money or instruments evidencing indebtedness in excess of Five Hundred and no/100 Dollars (\$500.00) shall require two (2) signatures.

Section 8.3 Deposits.

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors, or such officer or officers designated by the Board of Directors, may select.

Section 8.4 Books, Records And Minutes.

The Corporation shall keep correct and complete books and records of accounts and also shall keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All such books, records and minutes shall be kept at the principal office of the Corporation and shall be open for public inspection in compliance with the Freedom of Information Act, 5 ILCS 140/1, et seq., as now enacted or as hereafter amended. The Corporation's books and records shall include all public comments formally submitted to the Board in writing in connection with the Board's meetings and actions.

Section 8.5 Gifts.

The Board of Directors, the President, the Treasurer, and any standing or special committee designated by the Board of Directors to have such authority, may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purposes of the Corporation.

Section 8.6 Fiscal Year.

For accounting and related purposes, the fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, or such other period as shall be fixed by resolution of the Board of Directors.

Section 8.7 Amendment Of Articles Of Incorporation And Bylaws.

(a) These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a three-fourths ($\frac{3}{4}$) majority of the directors of the Corporation. Notwithstanding the foregoing, no such alteration, amendment or repeal of the Corporation's Bylaws shall be effective unless it is approved by the Mayor with the advice and consent of the City Council, provided that, without such approval, advice and consent, the Corporation is authorized to adopt (i) administrative amendments consistent with the purposes of the ordinance establishing the Corporation and the Corporation's goals and objectives, as determined by the Commissioner of the

Department of Housing and the Corporation Counsel, and (ii) such amendments as it determines to be appropriate to enable it to qualify as an exempt organization under Section 501(c)(3) of the Code and Section 501(a) of the Code.

(b) The Articles of Incorporation may be altered, amended or repealed and new Articles of Incorporation may be adopted by a three-fourths ($\frac{3}{4}$) majority of the directors of the Corporation. Notwithstanding the foregoing, no such alteration, amendment or repeal of the Articles of Incorporation shall be effective unless it is approved by the Mayor with the advice and consent of the City Council, provided that, without such approval, advice and consent, the Corporation is authorized to adopt (i) administrative amendments consistent with the purposes of the ordinance establishing the Corporation and the Corporation's goals and objectives, as determined by the Commissioner of the Department of Housing and the Corporation Counsel, and (ii) such amendments as it determines to be appropriate to enable it to qualify as an exempt organization under Section 501(c)(3) of the Code and Section 501(a) of the Code.

Section 8.8 Rules And Regulations.

The Board shall have power to make and adopt such rules and regulations not inconsistent with law, the Articles of Incorporation or these Bylaws, as it may deem advisable for the management of the business and affairs of the Corporation:

Section 8.9 Compliance With Open Meeting Act.

The Corporation shall comply with the Open Meetings Act, 5 ILCS 120/1, et seq., as now enacted or as hereafter amended.

Section 8.10 Compliance With Freedom Of Information Act.

The Corporation shall comply with the Freedom of Information Act, 5 ILCS 140/1, et seq., as now enacted or as hereafter amended.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 5631 -- 5637
WEST LAKE STREET/341 NORTH PARKSIDE AVENUE AND
337 -- 339 NORTH PARKSIDE AVENUE/5631 --
5633 WEST CONCORD PLACE TO
AUSTIN BANK OF CHICAGO.

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

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 5631 -- 5637 West Lake Street/341 North Parkside Avenue and 337 -- 339 North Parkside Avenue/5631 -- 5633 West Concord Place to Austin Bank of Chicago, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 5631 -- 5637 West Lake Street/341 North Parkside Avenue and 337 -- 339 North Parkside Avenue/5631 -- 5633 West Concord Place, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Austin Bank of Chicago, an Illinois corporation ("Grantee"), 5645 West Lake Street, Chicago, Illinois 60644, 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 Sixty-six Thousand and no/100 Dollars (\$66,000.00).

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 revert 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.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Parcel 1.

Lot 14 (except the south 33 feet of the west 14 feet thereof), Lot 15 (except the south 33 feet thereof) and Lot 16 (except the south 43 feet thereof) in Henry F.

Frink's Syndicate subdivision of Lots 1 to 7, inclusive, and the north 14 feet of Lot 20 in the subdivision of Block 4 and the east part of Block 5 in Frink's Resubdivision of the north 36¼ acres of the east half of the southeast quarter of Section 8 and the north 36¼ acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5631 -- 5637 West Lake Street/341 North Parkside Avenue, Property Index Numbers 16-08-405-001-0000 and 16-08-405-002-0000).

Parcel 2.

The south 43 feet of Lot 16, the south 33 feet of Lot 15 and the south 33 feet of the west 14 feet of Lot 14 in Henry F. Frink's Syndicate Subdivision of Lots 1 to 7, inclusive, Block 4 and the east part of Block 5 of Frink's Resubdivision of the north 36.25 acres of the east half of the southeast quarter of Section 8 and the north 36.25 acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 337 -- 339 North Parkside Avenue/5631 -- 5633 West Concord Place, Property Index Number 16-08-405-003-0000).

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES AT 3539 --
3549 WEST ODGEN AVENUE AND 1357 -- 1359 NORTH
CAMPBELL AVENUE TO NEIGHBORS-SPACE, INC.
FOR USE AS OPEN SPACE.

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

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned properties at 1357 -- 1359 North Campbell Avenue and 3539 -- 3549 West Ogden Avenue to NeighborSpace, 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:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cardenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colon, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 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; and

WHEREAS, There is a lack of sufficient open space in the City for recreational and aesthetic uses and, as a result, there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City; and

WHEREAS, On March 26, 1996, Council *Journal of the Proceedings of the City Council of the City of Chicago*, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois, not-for-profit corporation, as a collaboration among the City, the Chicago Park District and the Cook County Forest Preserve District to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the parcels of real property ("Parcels") listed on Exhibit A attached hereto; and

WHEREAS, NeighborSpace, Inc. has offered to purchase the Parcels for use as open space; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Parcel(s) listed on Exhibit A to NeighborSpace, Inc. for the price of One and no/100 Dollars (\$1.00) (each).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest to a quitclaim deed or deeds conveying the Parcels to NeighborSpace, Inc.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

(To Come)

Legal Description:

Address:

3539 -- 3549 West Ogden Avenue
Chicago, Illinois.

Permanent Index Numbers:

16-23-415-006; and

16-23-415-007.

Address:

1357 -- 1359 North Campbell Avenue
Chicago, Illinois.

Permanent Index Numbers:

16-01-220-001; and

16-01-220-002.

APPROVAL FOR EXCHANGE OF PROPERTIES AT 500 AND
544 SOUTH STATE STREET AND AUTHORIZATION FOR
EXECUTION OF PURCHASE AND SALE OF LAND
AGREEMENT WITH LIBRARY TOWER L.L.C.

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

CHICAGO, January 11, 2006.

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 conveyance of properties at 544 South State Street and 500 South State 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:

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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has previously adopted certain ordinances on November 28, 1990 approving a Tax Increment Redevelopment Plan and Redevelopment Project (the "Plan") for the Central Station Area Redevelopment Tax Increment Financing Project and Redevelopment Project, later expanded and redesignated as the Near South Redevelopment Project Area (the "Area"), designating such area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act"), and adopting tax increment financing for the area pursuant to the T.I.F. Act; and

WHEREAS, Library Tower, L.L.C., an Illinois limited liability company (the "Developer") owns an approximately three thousand five hundred forty-two (3,542) square foot parcel of real property commonly known as 544 South State Street (Permanent Index Number 17-16-247-043) (subject to final title and survey, the "Harrison Parcel") located in the Area; and

WHEREAS, The City owns an approximately four thousand six hundred ninety-one (4,691) square foot parcel of real property commonly known as 500 South State Street (Permanent Index Number 17-16-247-051) (subject to final title and survey, the "Congress Parcel"), which is located in the Area; and

WHEREAS, The Developer also owns the real property located between the Harrison Parcel and the Congress Parcel (subject to final title and survey, the "Developer Parcel"), which is located in the Area; and

WHEREAS, The Developer is interested in acquiring the Congress Parcel for inclusion in a seventeen (17) story residential condominium project that the Developer is undertaking commonly known as Library Tower; and

WHEREAS, The City is interested in acquiring the Harrison Parcel for public open space purposes, in having the Developer improve the Harrison Parcel with certain landscaping and park improvements, and in having the Developer, its successors and assigns thereafter maintain the Harrison Parcel and the park improvements; and

WHEREAS, The City is also interested in exchanging the Congress Parcel for the Harrison Parcel in order to further the redevelopment objectives of the Plan for the Congress Parkway and to develop public open space on Harrison Street, which has less traffic flow; and

WHEREAS, Because the Congress Parcel has approximately four thousand six hundred ninety-one (4,691) square feet and an appraised value of Six Hundred Ten Thousand Dollars (\$610,000) and the Harrison Parcel has approximately three thousand five hundred forty-two (3,542) square feet and an appraised value of Four Hundred Sixty Thousand Dollars (\$460,000), in addition to exchanging the Harrison Parcel for the Congress Parcel, the Developer will also pay the City One Hundred Fifty Thousand Dollars (\$150,000) as additional consideration (the "Additional Consideration"); and

WHEREAS, The City and the Developer are interested in entering into that certain Agreement for the Purchase and Sale of Land in substantially the form of Exhibit A to this ordinance (the "Contract"), whereby the City will convey the Congress Parcel to the Developer, in exchange for (a) Developer's conveyance of the Harrison Parcel, (b) Developer's payment of the Additional Consideration, and (c) Developer's execution, delivery and performance of its obligations under a development and maintenance agreement in substantially the form of (Sub)Exhibit E to the Contract (the "Development and Maintenance Agreement"); and

WHEREAS, Pursuant to the Contract, the City will also grant the Developer, subject to the terms and conditions set forth therein, (a) a temporary right-of-entry onto the Harrison Parcel pursuant to a right-of-entry agreement in substantially the

form of (Sub)Exhibit H to the Contract (the "Right-of-Entry") for construction staging purposes and to install a water line, (b) an easement in substantially the form of (Sub)Exhibit I to the Contract (the "Encroachment Easement Agreement") for an approximately four (4) inch encroachment over the Harrison Parcel for a decorative masonry band affixed to exterior of the Library Tower project, and (c) a water line easement pursuant to a water line easement agreement in substantially the form of (Sub)Exhibit K to the Contract (the "Water Line Easement Agreement"); and

WHEREAS, Pursuant to Resolution 05-CDC-107 adopted by the Community Development Commission (the "Commission") on November 8, 2005, the Commission published notice of the City's intention, acting through the Department of Planning and Development ("D.P.D."), to acquire the Harrison Parcel from the Developer and convey the Congress Parcel to the Developer for redevelopment and to request alternative proposals for redevelopment; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Congress Parcel and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Congress Parcel within thirty (30) days after such publication, pursuant to Resolution 05-CDC-107, the Commission has recommended that the Congress Parcel be conveyed to the Developer for the purposes described above, and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a purchase and sale agreement with the Developer; now, therefore,

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

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

SECTION 2. The City's conveyance of the Congress Parcel to the Developer, in exchange for the Developer's conveyance of the Harrison Parcel to the City, the Developer's payment to the City of the Additional Consideration, and the Developer's execution of the Development and Maintenance Agreement, is hereby approved.

SECTION 3. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver (a) a Contract between the Developer and the City in substantially the form of Exhibit A to this ordinance, (b) a Development and Maintenance Agreement in substantially the form of (Sub)Exhibit E to the Contract, (c) a Right-of-Entry in substantially the form of (Sub)Exhibit H to the Contract, (d) an Encroachment Easement Agreement in substantially the form of (Sub)Exhibit I to the Contract, (e) a Water Line Easement Agreement in substantially the form of (Sub)Exhibit K to the Contract and (f) such other supporting documents as may be

necessary or appropriate to carry out and comply with the provisions of the Contract, the land exchange transaction, and the construction and operation of the Harrison Parcel as a public park, with such changes, deletions and insertions as shall be approved by the persons executing the Contract.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, (a) 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 Congress Parcel for the consideration described in Section 2 above and otherwise in accordance with and subject to the terms of the Contract, (b) the easement agreements described in Section 3 above.

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

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

*Agreement For The Purchase
And Sale Of Land.*

This agreement for the purchase and sale of land ("Agreement") is made 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, Room 1000, Chicago, Illinois 60602 and Library Tower, L.L.C., an Illinois limited liability company ("Developer"), located at 1540 East Dundee Road, Suite 350, Palatine, Illinois 60067.

Recitals.

Whereas, The City has previously adopted certain ordinances on November 28, 1990 approving a Tax Increment Redevelopment Plan and Redevelopment Project (the "Plan") for the Central Station Area Redevelopment Tax Increment Financing Project and Redevelopment Project, later expanded and redesignated as the Near South Redevelopment Project Area (the "Area"), designating such area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act"), and adopting tax increment financing for the area pursuant to the T.I.F. Act; and

Whereas, The Developer owns the real property legally described on (Sub)Exhibit A (the "Harrison Parcel") located in the Area; and

Whereas, The Developer also owns the real property legally described on (Sub)Exhibit B (the "Developer Parcel"), which is contiguous to the Harrison Parcel and which is located in the Area; and

Whereas, The City owns the real property legally described on (Sub)Exhibit C (the "Congress Parcel"), which is located in the Area; and

Whereas, The Developer is interested in acquiring the Congress Parcel for inclusion in a residential condominium project that the Developer is undertaking commonly known as Library Tower; and

Whereas, The City is interested in acquiring the Harrison Parcel for public open space purposes, in having the Developer improve the Harrison Parcel with the landscaping and improvements described on (Sub)Exhibit D (the "Park Improvements"), and in having the Developer (and, after an assignment permitted hereunder, the Condo Association, as hereinafter defined) thereafter maintain, the Harrison Parcel and the Park Improvements in accordance with the Development and Maintenance Agreement attached hereto as (Sub)Exhibit E (the "D & M Agreement"); and

Whereas, The City is interested in exchanging the Congress Parcel for the Harrison Parcel in order to further the redevelopment objectives of the Plan for the Congress Parkway and to develop public open space on Harrison Street, which has less traffic flow; and

Whereas, Because the Congress Parcel has approximately four thousand six hundred ninety-one (4,691) square feet and an appraised value of Six Hundred Ten Thousand Dollars (\$610,000) and the Harrison Parcel has approximately three thousand five hundred forty-two (3,542) square feet and an appraised value of Four Hundred Sixty Thousand Dollars (\$460,000), in addition to exchanging the Harrison Parcel for the Congress Parcel, the Developer will also pay the City One

Hundred Fifty Thousand Dollars (\$150,000) as additional consideration (the "Additional Consideration"); and

Whereas, The City has agreed to convey the Congress Parcel to the Developer, in exchange for (a) Developer's conveyance of the Harrison Parcel, (b) Developer's payment of the Additional Consideration, and (c) Developer's execution, delivery and performance of its obligations under the D & M 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.

Purchase Price.

Subject to the terms, covenants and conditions of this Agreement, (a) the Developer agrees to sell and convey, and the City agrees to purchase and accept, the Harrison Parcel for One and no/100 Dollars (\$1.00), and (b) the City agrees to sell and convey and the Purchaser agrees to purchase and accept, the Congress Parcel for One and no/100 Dollars (\$1.00) plus the Additional Consideration, and (c) simultaneous with such conveyances, the Developer agrees to execute and deliver the D&M Agreement.

Section 3.

Performance Deposit.

Prior to the date hereof, the Developer has deposited with the City the amount of Ten Thousand Dollars (\$10,000), as security for the performance of its obligations

of this Agreement ("Performance Deposit"), which will be retained by the City until the issuance of a Certificate of Completion pursuant to the D&M Agreement. There will be no interest paid to the Developer on the Performance Deposit.

Section 4.

Conveyance Of Property.

This Agreement contemplates and requires two (2) conveyances that shall occur simultaneously, and the deeds for which shall be recorded in the following order:

- First The Developer's deed of the Harrison Parcel to the City (the "Developer's Deed"); and
- Second The City's deed of the Congress Parcel to the Developer (the "City Deed").

A. The Developer's Deed. The Developer shall convey the Harrison Parcel to the City by special warranty deed, subject only to the general real estate taxes not yet due and payable and the other exceptions to title listed on (Sub)Exhibit F.

B. The City Deed. The City shall convey the Congress Parcel to the Developer by quitclaim deed, provided, however, that the Developer shall be under no obligation to accept such quitclaim deed and close the land exchange transaction unless it is able to secure on the Closing date an owner's policy of title insurance issuing the Developer's fee simple title to the Congress Parcel, subject only to those exceptions to title listed on (Sub)Exhibit G. The Developer shall retain title to the Developer Parcel.

C. No City Warranty Of Title. The City shall make no warranties of title whatsoever or otherwise provide any assurances as to the condition of title, the physical or environmental condition of the Congress Parcel, or any other matter. Without limiting the generality of the foregoing, the City shall convey the Congress Parcel subject to:

1. general real estate taxes and any special assessments or other taxes (subject to the City's compliance with Section 5.C);
2. easements, encroachments, covenants and restrictions of record and not shown of record; and

3. such other title defects as may exist.

D. Title Commitment And Insurance. Not less than thirty (30) days before the anticipated Closing date, the Developer, at the Developer's expense, shall order current title commitments issued by Chicago Title Insurance Company for both the Harrison Parcel and the Congress Parcel. The Developer shall also pay the cost of, and shall be responsible for, obtaining on the Closing Date, owner's policies of title insurance, including extended coverage and any endorsements that the City and the Developer deem reasonably necessary or desirable, in connection with each party's acquisition of its respective parcel.

E. Survey. Not less than thirty (30) days before the anticipated Closing date, the Developer, at the Developer's expense, will be responsible for obtaining ALTA surveys of the Harrison Parcel, the Congress Parcel and the Developer Parcel, certified to the Developer, the City and the title insurer.

F. The Closing. The closing ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company, 171 North Clark Street, Chicago, Illinois 60601 on such 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 until and unless the conditions precedent set forth in Section 5 are all satisfied.

Section 5.

Conditions Precedent To Closing.

It is the parties' intent that either both conveyances contemplated by this Agreement occur or that none of such conveyances occur, and that such conveyances occur no later than March 1, 2006 (such date, or such earlier date on which the conveyances actually occur, the "Closing Date"). The following shall be conditions precedent to the parties' obligations to consummate the transactions contemplated under this Agreement.

A. Approval Of Parking Lot Improvements. The Developer shall have delivered, and D.P.D. shall have reviewed and approved, drawings, plans and specifications for the landscaping and improvements comprising the Park Improvements.

B. Building Permits. The Developer shall have provided the City with all building permits and other approvals necessary to commence construction of the Library Tower.

C. Real Estate Taxes. The City shall have used reasonable efforts to obtain the exemption or waiver of any real estate taxes relating to the Congress Parcel and attributable to the time period prior to the Closing Date. If the City is unable to obtain the exemption or waiver of any such taxes, subject to the following sentence, 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 on the Congress Parcel. The Developer shall pay all real estate taxes due and payable with respect to the Harrison Parcel as of the Closing Date, and after closing, shall make timely payment of any accrued general real estate taxes not yet due and payable as of the Closing Date (i.e., the City shall have no responsibility for any real estate taxes relating to the Harrison Parcel prior to the City's taking title to such parcel, whether due and payable or accrued but not yet due and payable).

D. Recordation Of Documents. The Developer, at Developer's expense, shall, at Closing, cause the two (2) deeds, the D&M Agreement, this Agreement, or a memorandum thereof, and the R.O.E. (as hereinafter defined) to be recorded at the Office of the Cook County Recorder of Deeds. The City covenants to further promptly record the Water Line Easement Agreement and the Encroachment Easement Agreement upon completion of the water line and the Library Tower building, as applicable.

E. Escrow. The State, the City and the Developer shall have executed a closing escrow agreement in a form mutually acceptable to the parties. The Developer shall pay all escrow fees and charges. On the Closing Date, the Developer shall deposit the Maintenance Reserve Funds as defined in Section 5.K below into a subaccount established under such escrow agreement, for further delivery to either (i) the City upon the occurrence of an event of default under the D&M Agreement, which is not cured within any applicable cure period, and the City's written direction to the escrow agent to remit such funds to the City, or (ii) the Condo Association, upon the later to occur of (A) the issuance of a Certificate of Completion pursuant to the D&M Agreement, or (B) election of an independent board of managers for the Condo Association and Developer's turnover of control of the Condo Association to such initial board of managers.

F. Legal Opinion. The Developer shall provide a legal opinion in a form reasonably acceptable to the City.

G. Due Diligence. The Developer shall have provided the City with due diligence searches in its name (U.C.C., state and federal tax lien, pending litigation and judgment -- Cook County and Northern District of Illinois, and Bankruptcy -- Cook County and United States Bankruptcy Court) showing no materially adverse liens or matters.

H. Organization And Authority Documents. The Developer shall provide certified articles of organization, operating agreement, resolutions and such other limited liability company organizational and authority documents (or corporate or partnership organizational and authority documents, as applicable) as the City may reasonable request.

I. Zoning Approval. All requisite zoning approvals necessary for the use of the Congress Parcel by the Developer for residential purposes shall have been obtained.

J. Environmental Reports. The Developer shall have provided the City with a Phase I environmental report, prepared in accordance with current ASTM1527 standards, indicating that the Harrison Parcel contains no environmental conditions unacceptable to the City.

K. Condominium Declaration. The Developer shall have provided, and the City shall have reviewed and approved, the form of declaration of condominium for the Library Tower development ("Declaration"). The Declaration shall include, among other things, (i) a disclosure of the Library Tower condominium association's (the "Condo Association") assumption of the Developer's continuing obligations under the D&M Agreement upon the Developer's turnover of control of the Condo Association to an independently elected board of managers, (ii) establishment of an initial maintenance fund for the Park Improvements and the Harrison Parcel park in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Maintenance Reserve Funds"), (iii) provision for general or special assessments to be made from time to time, but in no event later than when the principal remaining in the Maintenance Reserve Funds is less than Fifty Thousand Dollars (\$50,000), levied against and paid by the unit owners in the Condo Association to replenish such Maintenance Reserve Funds which, if not paid, shall give rise to a lien against the defaulting unit owner's unit, which lien may be enforced by the City, and (iv) such other provisions as the City may be reasonably necessary or appropriate to assure that the Condo Association has the funds and ability to perform the obligations of the Developer under the D&M Agreement, and that unit owners are obligated to pay their applicable share of general or special assessments.

L. Economic Disclosure Statements. The Developer and any other required parties shall have provided the City with complete, executed Economic Disclosure Statements and any other "scofflaw" check disclosures and requirements as the City may customarily require.

M. Right Of Entry. The City and the Developer shall have executed a right of entry agreement in the form of (Sub)Exhibit H attached hereto (the "R.O.E.").

N. Encroachment Easement Agreement. The City and the Developer shall have executed an easement agreement for an encroachment for a decorative masonry band on the Library Tower project in the form of (Sub)Exhibit I attached hereto (the "Encroachment Easement Agreement").

O. Other Documents And Assurances. The Developer shall have provided the City with such other documents as the City may reasonably request to confirm that all requisite approvals for the contemplated transactions have been obtained and that the closing, and the City entering into title, may occur without any cost or liability to the City.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. After the Closing Date, the Developer shall construct the Park Improvements on the Harrison Parcel in accordance with the Site Plans and Architectural Drawings listed in (Sub)Exhibit J, which have been approved by D.P.D. ("Drawings"), all other applicable laws, regulations and codes, including, without limitation, Section 7-28 and Section 11-4 of the Municipal Code, the terms of this Section 6, and the terms and conditions of the D&M Agreement and the Planned Development applicable to the Project.

B. Relocation Of Utilities, Curb Cuts And Driveways. In connection with the construction of the Park Improvements, the Developer shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of any public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Park Improvements and other improvements contemplated by this Agreement; (c) the removal of any existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services, all to the extent applicable. Any streetscaping, including any paving of sidewalks, landscaping and lighting that shall be provided by the Developer as part of the Park Improvements or other improvements contemplated by this Agreement must be approved by the City. In accordance with the D&M Agreement, upon completion of construction of the water line across the Harrison Parcel, and subject to Developer's performance of its other obligations under the D&M Agreement and this Agreement, the City shall execute and deliver a water line easement agreement over the Harrison Parcel in the form of (Sub)Exhibit K attached hereto (the "Water Line Easement Agreement").

C. Inspection By The City. The Developer agrees to permit the City or its designated inspectors or architects reasonable access to enter onto the Harrison Parcel for the purpose of determining whether the Park Improvements are being constructed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades And Signs. The Developer agrees to erect such signs as the City may reasonably require identifying the Park Improvements as a City redevelopment project and a public park. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. 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.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings are for the purposes of this Agreement only and do 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 the safety of any Park Improvements. The approval given by D.P.D. shall be only for the benefit of the Developer.

Section 8.

Restrictions On Use.

The Developer agrees that it shall only use the Congress Parcel for development of the Library Tower condominium development project as defined in the Planned Development, or as otherwise agreed to by D.P.D., in its sole discretion.

Section 9.

Prohibition Against Transfer Of Property.

The Developer may not, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion, directly or indirectly sell or convey the Developer Parcel or the Congress Parcel prior to the issuance of a Certificate of Completion,

or any part thereof or any interest therein, or the Developer's controlling interests therein, except in connection with the contemplated sale of individual condominium units by Developer to private purchasers as part of the Library Tower project.

Section 10.

Covenants Running With The Land.

After the Closing Date, the covenants provided in Sections 6.A, 8 and 9 will be 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. Such covenants shall be imposed either by the recording of this Agreement or another instrument in a form acceptable to the City.

Section 11.

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 11.B, if the Developer defaults in performing its obligations under this Agreement and the City delivers 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 therefore 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 March 1, 2006. Such failure shall constitute an immediate "Event of Default". Failure to close by such outside Closing Date shall entitle the City to terminate this Agreement and retain the Performance Deposit as liquidated damages.

2. Event Of Default. The occurrence of any one (1) or more of the following shall constitute an "Event of Default":
 - a. the Developer fails to perform any obligation of Developer under this Agreement, which default is not cured pursuant to Section 11.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 materially true and correct, which default is not cured pursuant to Section 11.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 abandons or substantially suspends the construction of the Park Improvements (no notice or cure period shall apply); or
 - e. the Developer fails to timely pay real estate taxes or assessments affecting the Harrison Parcel 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 such property, which default is either not promptly contested or is not cured pursuant to Section 11.C.1; or
 - f. the Developer makes an assignment, pledge, encumbrance, transfer or other disposition in violation of this Agreement, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion prior to the issuance of a Certificate of Completion (no notice or cure period shall apply); or

- g. the Developer's financial condition, operations adversely changes to such an extent that would materially affect the Developer's ability to complete the Park Improvements which default is not cured pursuant to Section 11.C.1; or
 - h. the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the contemplated conveyances, which default is not cured pursuant to Section 11.C.1; or
 - i. failure to close by March 1, 2006, or such other date as may be consented to by D.P.D. in writing, which consent shall be in D.P.D.'s sole discretion (no notice or cure period shall apply).
3. Remedy. If an Event of Default occurs, the City may terminate this Agreement by written notice to Developer and retain the Performance Deposit as liquidated damages.
4. After Closing. After Closing, if an Event of Default occurs relating to a breach of the covenants that run with the land, the City may exercise any and all remedies available to the City at law or in equity. These remedies shall be in addition to the indemnification rights afforded to the City hereunder.

D. Waiver And Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the 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 12.

*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 properties that are the subject of this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any 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 13.

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) the failure of the Developer to perform its obligations under this Agreement; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Park Improvements; (iii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement; (iv) any actions resulting from any activity undertaken by the Developer on the Harrison Parcel prior to or after the conveyance of said property to the Developer by the City; and (v) any environmental problems associated with the Harrison Parcel. This indemnification shall survive any termination of this Agreement and bind the Developer, its successors and assigns.

Section 14.

Environmental Matters.

The City makes no covenant, representation or warranty as to the environmental condition of the Congress Parcel or its suitability for any purpose whatsoever and the Developer agrees to accept the Congress Parcel "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 Congress Parcel.

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 Harrison Parcel. If prior to the Closing, the City determines that contamination exists on the Harrison Parcel, or a portion thereof, and such contamination is unacceptable to the City, the

City may declare this Agreement null and void by giving written notice thereof to the Developer, unless the Developer agrees to remediate the parcel to the City's reasonable satisfaction. In such event, the City shall return the Performance Deposit to the Developer.

If after the Closing, the environmental condition of the Congress Parcel is not in all respects entirely suitable for the Developer's use, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Congress Parcel in a condition which is suitable for such intended use of such 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 Congress Parcel (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 Congress Parcel prior to the Closing.

Section 15.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with the City's deed to the Congress Parcel or the Developer's deed to the Harrison Parcel, and the delivery of such deeds shall not be deemed to affect or impair the provisions of this Agreement that are intended to survive the Closing Date, including, specifically, but without limitation, Sections 6.A., 8, 9, 10, 13 and 14.

Section 16.

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 17.

Entire Agreement.

This Agreement, together with the D&M Agreement, the Easement Agreement and the ROE, 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 18.

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 19.

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 -- 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:

Library Tower, L.L.C.
1540 East Dundee Road, Suite 350
Palatine, Illinois 60067
Attention: _____

with a copy to:

Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60601
Attention: Bernard I. Citron, Esq.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, 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 20.

Developer Representations And Warranties.

The Developer represents and warrants that:

(a) it is an Delaware limited liability company, duly organized and validly existing under the laws of the State of Delaware;

(b) the Developer's execution, delivery and performance of this Agreement and the D&M Agreement does not, and will not upon the giving of notice or lapse of time, constitute a breach or default under any other agreement to which it is a party or by which the Developer Parcel or the Harrison Parcel is bound, nor a violation of any law or court order which may affect the transaction contemplated hereunder; and

(c) the person signing this Agreement on behalf of the Developer have been duly authorized to do so by all appropriate action.

Section 21.

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 22.

Termination.

In the event that the Closing has not occurred by March 1, 2006, then the City may terminate this Agreement upon written notice to the Developer.

Section 23.

Recordation Of Agreement.

Either party may record this Agreement at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees.

Section 24.

Executive Order 2005-1.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any

person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1, constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one (1) source which are

then delivered by one (1) person to the Mayor or to his political fund-raising committee.

“Other Contract” means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other’s sole domestic partner, responsible for each other’s common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Delaware; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

voluntary act and as the free and voluntary act and deed of the _____, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 2006.

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 Lori T. Healey, 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 _____, 2006.

Notary Public

[(Sub)Exhibits "A", "B", "C", "D", "F", "G" and "J" referred to in this Agreement with Library Tower, L.L.C. for the Purchase and Sale of Land unavailable at time of printing.]

(Sub)Exhibits "E", "H", "I" and "K" referred to in this Agreement with Library Tower, L.L.C. for the Purchase and Sale of Land read as follows:

(Sub)Exhibit "E".
(To Agreement With Library Tower, L.L.C.
For The Purchase And Sale Of Land)

Development And Maintenance Agreement.

This development and maintenance agreement ("Agreement") is made on or as of the day of ____ day of _____, 2006, by and between the City of Chicago, an Illinois municipal corporation ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Library Tower, L.L.C., an Illinois limited liability company ("Developer"), having its principal office at 1540 East Dundee Road, Suite 350, Palatine, Illinois 60067. As used in this Agreement, "Developer" shall also include Library Tower, L.L.C.'s successors and assigns, and any successor in title to the Developer Parcel, including, without limitation, the Condo Association (as such terms are defined herein).

Recitals.

Whereas, The City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

Whereas, The City owns real property legally described on (Sub)Exhibit A attached hereto (the "Harrison Parcel") and

Whereas, Developer owns the real property immediately to the north of and abutting the Harrison Parcel legally described on (Sub)Exhibit B attached hereto (the "Developer Parcel"), upon which it is developing a residential condominium project commonly known as Library Towers; and

Whereas, The City and the Developer own their respective parcels due in part to the execution of the Agreement for the Sale and Purchase of Land ("Contract") of even date herewith executed by the Developer and the City which authorizes the parties to the R.D.A. to exchange certain property interests; and

Whereas, The City desires that the Harrison Parcel be developed as public open space and used by the public as a park ("Park"), and Developer, pursuant to the terms and conditions of this Agreement, has agreed to redevelop and thereafter maintain the Harrison Parcel as the Park on behalf of and for the benefit of the City and the general public; and

Whereas, The City Council of the City, by ordinance adopted _____, 2006, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages ____ -- ____ ("Ordinance"), has authorized the execution of this Agreement; and

Now, Therefore, In consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above, and the exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

Section 2.

Covenants, Representations And Warranties.

A. Covenants, Representations And Warranties Of Developer. Developer hereby covenants, represents and warrants to the City as follows:

- (1) Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Illinois.
- (2) No litigation or proceedings are pending or, to the best of Developer's knowledge, are threatened against Developer which could affect the ability of Developer to perform its obligations pursuant to this Agreement.
- (3) The execution, delivery and performance by Developer of this Agreement has not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer is a party or may be bound or affected, or a violation of any law or court order which may affect the Developer Parcel, any part thereof, any interest therein or use thereof.

- (4) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained therein. Developer shall not, without the prior written consent of the City's Department of Planning and Development ("D.P.D."), which consent shall be in D.P.D.'s sole discretion (1) assign its rights under the Agreement, except to the condominium association formed pursuant to the Illinois Condominium Property Act and Declaration of condominium ownership to be recorded with respect to the Library Tower project (the "Condo Association") or (2) grant, suffer or permit any lien, claim, or encumbrance upon the Harrison Parcel or any portion thereof, other than the liens or encumbrances permitted by the Contract and exhibits thereto.
- (5) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.
- (6) Developer shall develop, construct and maintain or cause to be maintained the Park in accordance with the terms and provisions of this Agreement.

B. Covenants, Representations And Warranties Of The City. The City hereby covenants, represents and warrants to Developer that the City has the authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, deliver and perform its obligations thereunder.

C. Survival Of Representations And Warranties. The representations and warranties of the Developer and the City set forth in this Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters that have been disclosed in writing and approved by the other party.

Section 3.

Development And Construction Of The Park.

A. Title Commitment And Insurance. The City has provided Developer with a title commitment issued by Chicago Title Insurance Company showing the City in title to the Harrison Parcel.

B. Survey. Developer shall be responsible to obtain any survey of the Harrison Parcel that it deems necessary.

C. Construction Documents And Landscape Plan. Developer has developed the construction documents and a landscape plan for the Park listed on (Sub)Exhibit C (the "Drawings"), which have been approved by D.P.D. No material deviation from the Drawings shall be made without the prior written approval of D.P.D. The Drawings shall conform with the terms of this Agreement and the Contract, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601, et seq. (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611(1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1992), and the Illinois Accessibility Code, 71 Ill.Admin.Code Ch. 1, Subch. B, Sec. 400.100, et seq. (1988).

D. Development Budget For The Park. Developer has prepared the budget describing on a line item basis the various hard and soft construction costs relating to the development of the Park set forth on (Sub)Exhibit D (the "Budget") which has been approved by D.P.D. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by D.P.D.

E. Schedule. Developer has prepared the preliminary schedule for the development and construction of the Park set forth in (Sub)Exhibit E ("Schedule"), which has been approved by D.P.D. No material deviation from the Schedule shall be made without the prior approval of D.P.D., subject to the permitted delay provisions of Section 10.B of this Agreement.

F. Construction Funds. The City agrees to contribute an amount up to the amount set forth in the Budget for costs of the development and construction of the Park. Any costs exceeding the Budget amount, unless attributable to a modification to the Drawings or a change order requested by the City as approved by D.P.D., shall be paid for by Developer. The City agrees that such funds shall be funded from open space impact fees collected pursuant to Chapter 16-18 of the Municipal Code of the City (which may be fees attributable to the Library Tower project and paid by the Developer, or other such fees) or other legally available funds of the City.

G. Selection Of General Contractor; Bonding Requirements. D.P.D. has previously approved Developer's retention of Concord Homes, Inc. as the general contractor ("General Contractor") for the development and construction of the Park. The General Contractor shall be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form Number 311 or its equivalent. The City shall be named as an obligee or co-obligee

on such bond. In addition, prior to the commencement of the work relating to the development of the Park, the General Contractor and any subcontractor shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Municipal Code of Chicago and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements. In addition, Developer or the General Contractor shall be obligated to provide the insurance coverage as described on (Sub)Exhibit F attached hereto.

H. Disbursement Of City Funds. Upon the substantial completion of the Park (as evidenced by the issuance of the Certificate as described in Section 6), the Developer and General Contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and Developer and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Park, Developer shall deliver to the City a sworn statement from Developer and the general contractor, a general waiver of lien from Developer and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Park. In addition, Developer shall deliver to the City copies of any manufacturer's or other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Condo Association.

I. Permits. Developer shall apply for and maintain any and all governmental permits and approvals relating to the development and construction of the Park, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits.

Section 4.

Limited Applicability.

The approval of the Drawings by the D.P.D. are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by the D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Park. The approval given by the D.P.D. shall be only for the benefit of Developer.

Section 5.

Commencement And Completion Of The Park.

Subject to permitted delays as described in Section 10, Developer shall commence

constructing the Park within sixty (60) days of the start date set forth in the Schedule. Developer shall thereafter diligently proceed with such work and shall complete the Park within six (6) months of such start date, subject to such permitted delays, or upon such later date as D.P.D. may consent to, in its sole discretion.

Section 6.

Certificate Of Completion.

Upon completion of construction of the Park in accordance with the Drawings, the City, upon written request by Developer, shall furnish Developer with a certificate of completion ("Certificate") evidencing that Developer has satisfactorily completed the Park. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Park, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Park.

Upon written request by Developer for the Certificate, D.P.D. shall promptly undertake an inspection of the Park and thereafter provide Developer either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as D.P.D. may consent to, in its sole discretion. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

Section 7.

Continuing Obligations Of Developer.

After the issuance of the Certificate by the City, Developer shall comply with the covenants set forth in this Section 7, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Park, all of which shall run with the Developer Parcel as obligations binding upon the Developer, except as assigned to a successor Condominium Association. At the time Developer assigns it interest under this Agreement to such Condominium Association (which

assignment shall not occur prior to the initial election of an independent board of managers), the Developer shall thereafter no longer have any obligation under this Section 7. Additionally, the Developer's (and any Condominium Association(s)' obligations are also subject to termination as described under Section 25 of this Agreement.

A. Maintenance Of The Park.

- (1) Ongoing Maintenance Of The Park. Developer, utilizing the Maintenance Reserve (as defined below), shall: (a) maintain, repair and, if required, replace the trees, plants, and vegetation (including annual flower beds), the brick pavers, sidewalks, paving Park fixtures, fencing, furnishings, improvements and the sprinkler systems (including draining the sprinkler lines when and as appropriate); (b) provide light bulb replacement for all light fixtures located at the Park; (c) provide trash pickup and disposal services; and (d) remove snow and arrange for the removal of leaves, litter, debris and other waste materials.
- (2) Maintenance Reserve For The Park. As of the date hereof, the Developer has funded an initial maintenance reserve in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) to fund the performance of the Developer's obligations under this Agreement (the "Maintenance Reserve"). As provided for in the Contract, during the construction period, such funds shall be held in a subaccount of the construction escrow established under the Contract, subject to further disbursement in accordance with the terms of such agreement. If such funds are disbursed to the Condo Association pursuant to Section 5.E of the Contract, such funds shall be deposited into a separate, interest-bearing account maintained by the Condo Association. Such account shall be named or otherwise identified as the "Harrison Park Maintenance Reserve Trust Account" or words of similar effect to identify the custodial nature of such account. No other funds shall be deposited into such account, nor shall any funds be withdrawn from such account except to pay for costs incurred pursuant to this Agreement. The City shall have the right from time to time to request account statements reflecting the current balance of such trust account. The foregoing limitations shall also be set forth in the declaration of condominium for the Library Tower condominium project, which declaration shall also include, among other things, (a) a disclosure of the Condo Association's assumption of the Developer's obligations under this Agreement upon the Developer's turnover of control of the Condo Association to an independently elected board of managers, (b) the establishment of the Maintenance Reserve, (c) provision for general or special assessments to be made from time to time levied against and paid by the unit owners in the Condo Association to replenish such Maintenance Reserve Funds which, if not paid, shall give use to a lien against the defaulting unit owner's unit, which lien may be enforced by

the City, and (d) such other provisions as the City may reasonably necessary or appropriate to assure that the Condo Association has the funds and ability to perform the obligations of the Developer under this Agreement, that unit owners are obligated to pay their applicable share of general or special assessments, and that the City is an intended third party beneficiary of such provisions and may enforce such obligations.

B. Use Of The Park.

- (1) Generally. The Park shall be utilized as open space for use by the public for and on behalf of the City. Developer shall not restrict access to the Park by the public during the hours of operation of the Park and furthermore, 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 use of the Park by the public. In order that the Park may be so utilized by the public, Developer and the Condominium Association agree to undertake the following activities: (a) to lock the gate to the Park at dusk and unlock the gate at dawn for each day; and (b) to otherwise undertake the maintenance of the Park in accordance with the terms and provisions of this Section 7. Developer and the Condominium Association understand that it shall not store any toxic or hazardous materials at the Harrison Parcel. Other than set forth in the Drawings, and excluding improvements permitted under the Water Line Easement Agreement between the City and the Developer and the Encroachment Easement Agreement between the City and the Developer, both dated as of the date hereof, no structures or improvements are to be constructed on the Harrison Parcel by Developer or the Condominium Association without the prior written approval of D.P.D.
- (2) No Rights Of Use For Private Purposes Conferred. This Agreement does not confer any special rights upon Developer, any owner of the Developer Parcel, the Condo Association, or any resident of the Library Tower, or any other person or entity to use the Park for private parties or events. The use of alcohol on the Harrison Parcel by any person or entity is strictly prohibited.
- (3) Notice To The City. Developer or the Condominium Association agrees to notify the City in writing of any injury to persons or property relating to the Park or the Harrison Parcel within seven (7) days of the date that the Developer becomes aware of such injury, and in the instance of an emergency, to notify the City immediately by telephone and facsimile notice by contacting Mr. Chester Mack, Department of Planning and Development, City of Chicago, Room 1000, City Hall, Chicago, Illinois 60602 (Telephone: (Omitted for printing purposes); Fax: (Omitted for printing purposes), or such other person as the City shall designate to

Developer in writing. Furthermore, Developer or the Condominium Association agrees to notify the City immediately in the method described in this paragraph in the event that it learns that the Park is being utilized by any of the public in violation of the open space requirement for the Park, including, without limitation, (a) any unauthorized events occurring at the Park, including, without limitation, private parties; or (b) the occurrence of any illegal activity at the Park. Notwithstanding anything to the contrary contained in this paragraph, Neither Developer nor any successor Condominium Association shall be responsible for "policing" or providing any private security for the use of the Park. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against Developer.

- (4) Injury To Persons And Property; Insurance And Indemnity. The City acknowledges to Developer that it is self-insured and provides an indemnity to Developer as described below. Developer, however, agrees that it at all times maintain and provide evidence that the general liability insurance it maintains, or which the Condo Association maintains, with respect to the Developer Parcel and the Library Tower Condominium shall be extended to cover Developer's or the Condominium Association's negligent use or misuse of the Harrison Parcel. The City shall be named as an additional insured on said general liability insurance. Furthermore, 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, attorneys' fees and court costs) suffered or incurred by the City (excepting that caused by the negligence of the City) arising from or in connection with Developer negligence in: (a) developing the Park, including, without limitation, the failure of Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Park; or (b) the failure of Developer to perform its obligations under this Agreement to maintain the Park. This indemnification shall survive any termination of this Agreement.
- (5) Permits. Developer shall apply for and maintain any and all governmental permits and approvals relating to the operation and maintenance of the Park.

Section 8.

City's Post-Certificate Obligations.

After the issuance of the Certificate by the City, the City shall be obligated with regard to the following:

A. Insurance And Indemnity. The City acknowledges to Developer that it is self-insured and provides an indemnity to Developer, the Condominium Association and the individual unit owners of such Condominium Association as owner of the Harrison Parcel. The City furthermore agrees to indemnify, defend and hold Developer, the Condominium Association and the individual unit owners of such Condominium Association harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by Developer (excepting that caused by the negligence of Developer, the Condominium Association, or any individual unit owner(s) of the Condominium Association) arising from or in connection with the use and operation of the Park on the Harrison Parcel. This indemnification shall survive any termination of this Agreement. Notwithstanding anything to the contrary, in the event that the City assigns its rights under this Agreement as provided for herein, the assignee shall be required to obtain and keep in force and effect a Comprehensive Commercial General Liability Insurance policy insuring against claims for personal injury, death or property damage occurring in, on or about the Harrison Parcel arising out of the ownership, maintenance, operation or use of the Park by the City or any of its employees in an amount less than Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate. Developer, the Condominium Association and the individual unit owners of the Condominium Association shall be named as an additional insured on such policy as its interest may appear.

B. Utilities. The City shall be liable to provide utility service (e.g. electrical, water and sewer) to the Park.

C. Discretionary Maintenance By City. The City may elect, at the City's cost and expense, to install and remove holiday lighting and seasonal decor, to make the Park available for neighborhood festivals and street fairs, and to otherwise schedule events at and license the use of the Park for limited, short term purposes. In the event such short term uses are planned, the City shall give Developer or the Condominium Association courtesy notice of such events.

Section 9.

Term Of The Agreement.

The term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, shall run in perpetuity.

Section 10.

Performance, Evaluation And Breach; Remedies.

A. Time Of The Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any milestone date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

B. Permitted Delays. Developer shall not be in breach of its obligation to construct the Park in the event of a delay in the performance of such obligations due to unforeseeable causes beyond Developer control and without Developer fault or negligence, including but not limited to, delays or halts in construction of the Park which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, inability to obtain certain necessary materials and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance. The City shall also have the right to terminate this Agreement and receive an assignment of the unspent initial Maintenance Reserve from the Developer.

For purposes of this Agreement, the occurrence of any one (1) or more of the following shall constitute an "event of default":

1. Developer fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement; or

2. Developer makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or
3. A petition is filed by or against 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 sixty (60) days after filing; or
4. Subject to the permitted delays provisions of Section 10.B, Developer abandons or substantially suspends the construction of the Park, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date Developer receives written demand by the City to cure such default; or
5. Developer 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 Harrison Parcel; or
6. Developer fails to comply with the maintenance and other obligations regarding the Park and the Harrison Parcel described in Section 7; or
7. Developer fails to comply with the terms of any other written agreement entered into with the City relating to the Park or the Harrison Parcel.

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 Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

E. Access To The Property. Until the expiration of the Term of the Agreement, any duly authorized representative of the City shall have access to the Harrison Parcel at all reasonable times for the purpose of confirming Developer's compliance with its obligations under this Agreement.

F. City's Right To Inspect Records. Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer books and records solely relating to the Park and the Harrison Parcel, including, without limitation, general contractor's sworn statements, the contract with the General Contractor and subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable

times by any duly authorized representative of the D.P.D. upon prior reasonable notice to Developer and at D.P.D.'s sole cost and expense.

G. Evaluation. Upon written request by the City, but not more frequently than once on an annual basis, Developer shall submit to the City a written report describing the maintenance of the Park and all costs attendant thereto. Thereafter, at the City's request, representatives of the City and of Developer shall meet and address any issues and concerns. Should the City determine, as a result of the review of the report and the site visit, that Developer is not complying with the terms and provisions of this Agreement, the parties agree that: (i) the City shall deliver a notice of default as provided for in this Section and Developer shall thereafter have an opportunity to cure (as provided for in this Section 10); or (ii) in the alternative, the City, by written notice to Developer, may terminate this Agreement and receive an assignment of the unspent Maintenance Reserve from the Developer or the Condominium Association. The parties further agree that the City may terminate this Agreement within thirty (30) days of written notice to Developer.

H. Enforcement And Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

Section 11.

Conflict Of Interest; City's Representatives Not Individually Liable.

Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

Section 12.

Environmental Matters.

The City makes no covenant, representation or warranty as to the environmental

condition of the Harrison Parcel or the suitability of the Harrison Parcel for any purpose whatsoever.

Section 13.

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 meet the requirements set forth herein. Such improvements shall not include any structures or construction on the Harrison Parcel which are related to the construction of the improvements on the Developer Parcel, but shall only include those improvements identified in the Budget attached hereto (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 13, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit G 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.
 - (2) At least four percent (4%) by W.B.E.s.

- (b) For purposes of this Section 13 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 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 Project to one (1) or more M.B.E.s or W.B.E.s, or 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 13. 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 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.

- (e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in 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 13 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 13. The General Contractor and all major subcontractors shall be required to attend this preconstruction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 13, 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 13 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 13, 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 14.

City Resident Hiring; Prevailing Wage.

A. City Resident Hiring. Developer agrees for itself and its successors and assigns, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Developer and the other Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the 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.

Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the D.O.H. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the company hired the employee should be written in after the employee’s name.

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the D.O.H., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Home constructed by Developer.

At the direction of the D.O.H., affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer and the other Employers to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section.

Therefore, in such a case of non-compliance it is agreed that one-half of one percent (.05%, or 0.0005), of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 15.A to be included in all construction contracts and subcontracts related to the Project.

B. Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause its general contractor and subcontractors to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons employed in the construction of the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contracts. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts to evidence compliance with this Section 15.B.

Section 16.

Barricades, Signs And Public Relations.

Prior to the commencement of any demolition or construction activity requiring barricades, Developer shall install a barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall retain the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

At the request of the City, Developer shall erect a sign of size and style approved by the D.P.D. in a conspicuous location at the Harrison Parcel during the construction of the Park, indicating that the undertaking of the Park is in accordance with City objectives. The City reserves the right to include the name, photograph, artistic rendering of the Park and other pertinent information regarding Developer and the Park in the City's promotional literature and communications. Until the expiration of the Term of the Agreement, the D.P.D. shall have the right to approve any changes in signage that are inconsistent with the original signage approved for the Park.

Section 17.

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 18.

Governing Law.

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

Section 19.

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 20.

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 21.

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; (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
Attention: Commissioner
Fax: (Omitted for printing purposes)

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street
Room 600 -- City Hall
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel
Finance Division
Fax: (Omitted for printing purposes)

If To The Developer:

Library Tower, L.L.C.
1540 East Dundee Road, Suite 350
Palatine, Illinois 60067
Attention: _____

and to:

Library Tower, L.L.C.
850 West Jackson Boulevard
Suite 625
Chicago, Illinois 60607
Attention: Moises Cukierman
Fax: (Omitted for printing purposes)

with a copy to:

Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street,
Suite 1910
Chicago, Illinois 60601
Attention: Bernard I. Citron, Esq.
Fax: (Omitted for printing purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by

electronic means, respectively. 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 22.

Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

Section 23.

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 24.

Amendment.

This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto.

Section 25.

Entire Agreement.

This Agreement (including each of the(Sub)Exhibits A -- G attached hereto, which are hereby incorporated herein by reference) constitutes the entire agreement of the

parties hereto and supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

Section 26.

Assignability And Transfer.

Developer acknowledges and agrees that it has no legal right, title or interest in the Harrison Parcel (except certain encroachment and water line easements granted by separate recorded instruments), nor shall it have any authority or right to assign, transfer or convey any right, title or interest in the Park, the Harrison Parcel, or either one.

The Developer shall have no right to assign, transfer or convey any of its duties or obligations under this Agreement as they relate to the Park, the Harrison Parcel, or either one, except to the Condominium Association. In the event the City elects to transfer the City's ownership of the Harrison Parcel and the Park to NeighborSpace, or another not for profit corporation or entity of the City's so choosing, it shall notify Developer (or the Condominium Association) of such in writing within thirty (30) days prior to the intended date of transfer of ownership. In such event, NeighborSpace (or such other not for profit corporation) and Developer (or the Condominium Association) shall execute such documents evidencing its acknowledgment and assent to such transfer of ownership of the Harrison Parcel and the Park, as well as the assignment of the City's rights under this Agreement to NeighborSpace (or such other not for profit corporation). Unless the City provides a written release terminating the Developer's (or the Condominium Association's) obligations under this Agreement, this Agreement shall continue in full force and effect after such transfer.

The City, at its sole discretion, shall also have the right (with or without transferring title) to transfer control over and responsibility for the Harrison Parcel from the Developer (or the Condominium Association) to Neighborspace (or such other not for profit corporation) by giving written notice to Developer (or the Condominium Association) of such election in the manner as described above. In such event, the Developer's (or Condominium Association's) obligations under this agreement shall terminate upon its delivery to the city of the maintenance fund monies.

Notwithstanding anything to the contrary contained herein, the City agrees that it shall not transfer ownership or control of the Harrison Parcel or the Park or assign its rights under this Agreement to any other party until such time as the City has issued the Certificate and the City has reimbursed Developer for all sums due

and owing Developer under Section 2 of the Agreement (so long as Developer has fully complied with its obligations under Section 2).

Section 27.

Further Assurances.

Developer and the City agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of the Agreement.

Section 28.

Survival.

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

Section 29.

Mutual Assistance.

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

Section 30.

Waiver.

Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with

respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing.

Section 31.

Cumulative Remedies.

The remedies of any party hereunder are cumulative and the exercise of any one (1) or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

Section 32.

Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create or imply to create the 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.

Section 33.

No Third Party Beneficiary.

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

Section 34.

Approval.

Wherever the Agreement provides for the approval or consent of the City, the

D.P.D. or the Commissioner, or any matter is to be to the City's, the D.P.D.'s or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, the D.P.D. or the Commissioner in writing and in the reasonable discretion thereof and not unreasonably delayed. The Commissioner or other person designated by the Mayor shall act for the City or the D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering the Agreement for the City.

Section 35.

Venue And Jurisdiction.

If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois or the United States District Court for the Northern District of Illinois.

Section 36.

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) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Section 37.

Patriot Act Certification.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the 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 the 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 38.

Mayoral Executive Order Number 05-01.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Developer and all the other preceding classes of persons and entities are together, (the "Identified Parties")), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from and after February 10, 2005, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one (1) source which are then delivered by one (1) person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Section 39.

Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its

contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code.

In Witness Whereof, The parties have executed this Agreement as of the day and year first above written.

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

By: _____
Lori T. Healey,
Commissioner

Library Tower, L.L.C., an Illinois limited liability company

By: _____

Name: _____

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 _____, 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 signed and delivered the instrument pursuant to authority given by the _____ as his 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 notarial seal this _____ day of _____, 2006.

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 Lori T. Healey, 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 _____, 2006.

Notary Public

[(Sub)Exhibits "A", "B", "C", "D", "E" and "G" referred to in this Development and Maintenance Agreement with Library Tower, L.L.C. unavailable at time of printing.]

(Sub)Exhibit "F" referred to in this Development and Maintenance Agreement with Library Tower, L.L.C. reads as follows:

(Sub)Exhibit "F".
(To Development And Maintenance Agreement
With Library Tower, L.L.C.)

Insurance Requirements.

During the Staging Period and during the construction of the Park, Developer or its General Contractor shall be required to obtain the following types of insurance:

- (i) Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following the completion of the Park), explosion, collapse, underground, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

- (iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with the work to be performed, the General Contractor shall provide above-said insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, noncontributory basis.

- (iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or transit property, the General Contractor shall provide, or cause to be provided with respect to the operations that the General Contractor performs, the above-stated insurance in the name of the railroad or transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of the property, including the loss of use thereof.

- (v) Builders Risk Insurance.

When the General Contractor undertakes any construction, including improvements, betterments and/or repairs, the General Contractor shall

provide, or cause to be provided, All Risk Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City is to be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the execution date of the Agreement and the commencement of the Park.

(vii) Contractor's Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, Contractor's Pollution Liability insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with, or precede, the execution date of the Agreement and the commencement of the Park. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City is to be named as an additional insured on a primary, noncontributory basis.

Developer will furnish the D.P.D. original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement (including, without limitation, Workers' Compensation and Employer's Liability Insurance, Commercial General Liability Insurance (Primary and Umbrella), Automobile Liability Insurance (Primary and Umbrella), Railroad Protective Liability Insurance, Builders Risk Insurance, Contractor's Pollution Liability Insurance and All Risk Property Insurance) and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement

requirements. The failure of the City to obtain certificates or other insurance evidence from Developer shall not be deemed to be a waiver by the City. Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement and the City retains the right to stop work or suspend the Agreement until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Developer.

Developer agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

Developer expressly understands and agrees that any coverages and limits furnished by Developer shall in no way limit Developer liabilities and responsibilities specified within the Agreement documents or by law.

Developer expressly understands and agrees that Developer insurance is primary and 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 Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Developer shall require the General Contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor and the subcontractors. The General Contractor, other contractors and subcontractors shall be subject to the same insurance requirements of Developer unless otherwise specified herein.

The City of Chicago Risk Management Department, in its discretion reasonably exercised, maintains the right to modify, delete, alter or change these requirements; provided, however, the parties agree that the City cannot change the insurance requirements as described in this (Sub)Exhibit F by requiring additional evidence of insurance from Developer or by specifying the type of insurance other than that described herein.

(Sub)Exhibit "H".
(To Agreement With Library Tower, L.L.C.
For The Purchase And Sale Of Land)

Right-Of-Entry Agreement.

This Right-of-Entry Agreement (this "Agreement") is made as of the _____ day of _____, 2006, by and between the City of Chicago, an Illinois municipal corporation (the "City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Library Tower, L.L.C., an Illinois liability company (the "Developer"), whose offices are located at 1540 East Dundee Road, Suite 350, Palatine, Illinois 60067. Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Agreement for the Purchase and Sale of Land dated _____, 2006 between the City and the Developer (the "Sale Agreement").

Recitals.

Whereas, The City has previously adopted certain ordinances on November 28, 1990 approving a Tax Increment Redevelopment Plan and Redevelopment Project (the "Plan") for the Central Station Area Redevelopment Tax Increment Financing Project and Redevelopment Project, later expanded and redesignated as the Near South Redevelopment Project Area (the "Area"), designating such area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act") and adopting tax increment financing for the area pursuant to the T.I.F. Act; and

Whereas, The City owns the real property legally described on (Sub)Exhibit A (the "Harrison Parcel") located in the Area; and

Whereas, The Developer owns the real property legally described on (Sub)Exhibit B (the "Developer Parcel"), which is contiguous to the Harrison Parcel and which is located in the Area; and

Whereas, The Developer is constructing a ___ story residential condominium project on the Developer Parcel commonly known as Library Tower; and

Whereas, The Developer desires to use the Harrison Parcel as a temporary construction staging and work area during its construction of the Library Tower; and

Whereas, The Developer also desires to construct a water line in and under the portion of the Harrison Parcel legally described on (Sub)Exhibit C (the "Easement Parcel"), which water line shall serve the Library Tower project; and

Whereas, The Developer has requested that the City grant it a right-of-entry and access to the Harrison Parcel solely for the purpose of such construction staging and work and the construction of the water line (collectively, the "Work"), and the City has agreed to grant such right-of-entry and access upon the terms and conditions set forth herein;

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:

1. Incorporation Of Recitals. The foregoing recitals and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

2. Grant. Subject to the terms and conditions set forth herein, the City hereby grants to the Developer a right-of-entry to the Harrison Parcel for the sole purpose of allowing the Developer to perform the Work. The right-of-entry granted hereunder extends to, and the Developer shall be responsible for, its agents, employees, contractors, subcontractors and consultants that are retained to perform the Work (collectively, the "Retained Parties"). This right-of-entry is non-assignable.

3. Term. The term of this Agreement shall commence upon the date of this Agreement and shall terminate upon the earlier of: (a) twelve (12) months after the date of this Agreement; or (b) the completion of the Work; or (c) the occurrence of an Event of Default under the Sale Agreement (as defined therein). The Developer agrees to notify the City at least five (5) days prior to commencing the Work. The Developer further agrees to notify the City promptly upon completing the Work.

4. Cost. The Developer shall be responsible for all costs and expenses associated with the Work.

5. Permits. Prior to entering onto the Harrison Parcel, the Developer agrees to secure, and cause its Retained Parties to secure, at its sole cost and expense, all necessary permits and governmental approvals to perform the Work. The Developer and its Retained Parties shall comply at all times with any and all applicable municipal, county, state and federal statutes, laws, ordinances, codes, rules and regulations (collectively, "Laws").

6. Indemnification. The Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City, and its officers, agents,

agencies, departments and employees, harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred in connection with, arising out of or incident to (a) any act or omission of the Developer or its Retained Parties, or (b) any entry upon or use of the Harrison Parcel by or on behalf of the Developer in connection with this Agreement. The foregoing indemnity shall survive any termination of this Agreement.

7. Insurance. The Developer shall procure and maintain, or cause to be procured and maintained, at the Developer's sole expense (or the expense of its Retained Parties as applicable), during the entire term of this Agreement, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all Work under this Agreement, whether performed by or on behalf of the Developer.

(a) Workers' Compensation And Employer's Liability Insurance.

The Developer and its Retained Parties shall procure and maintain Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(b) Commercial General Liability Insurance (Primary And Umbrella).

The Developer and its Retained Parties shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage liability; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of One Million Dollars (\$1,000,000) if the subcontract amount is less than One Hundred Thousand Dollars (\$100,000). Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Work.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with the Work, the Developer and its Retained Parties shall procure and maintain Automobile Liability Insurance with limits of not

less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of One Million Dollars (\$1,000,000) if the subcontract amount is less than One Hundred Thousand Dollars (\$100,000). The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, noncontributory basis.

(d) Professional Liability Insurance.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors or omissions with limits of not less than One Million Dollars (\$1,000,000), with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, noncontributory basis.

(e) Contractor's Pollution Liability Insurance.

When any Work is performed which may cause a pollution exposure, Contractor's Pollution Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence shall be provided covering bodily injury, property damage and other losses arising from the environmental condition of the Property. Coverage shall include, at a minimum, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, noncontributory basis.

(f) All Risk Property.

The Developer and its Retained Parties shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by the Developer

or its Retained Parties. The Developer shall be responsible for all loss or damage to the Harrison Parcel at replacement cost.

The Developer shall deliver, or cause its Retained Parties to deliver, to the City certificates of insurance required hereunder. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from the Developer (or its Retained Parties as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. The Developer shall advise all insurers of the insurance requirements set forth herein. Nonconforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. The City may terminate this Agreement for nonfulfillment of the insurance conditions, and retain the right to stop Work until proper evidence of insurance is provided.

Each insurance policy shall provide that it will not be subject to material change, cancellation, or non-renewal without prior written notice of at least sixty (60) days to the City.

The Developer (or its Retained Parties as applicable) shall be responsible for any and all deductibles or self-insured retentions. The Developer agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents and representatives. The Developer expressly understands and agrees that any coverages and limits furnished by it (or its Retained Parties as applicable) shall in no way limit the Developer's liabilities and responsibilities specified in this Agreement or by Law. The Developer expressly understands and agrees that its insurance (or that of its Retained Parties as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Developer (or its Retained Parties as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of Law.

The Developer shall require all Retained Parties to maintain the applicable above-described coverage, or the Developer may provide such coverage for its Retained Parties. If the Developer or any Retained Party wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the Harrison Parcel, material, supplies or equipment to be used by the Developer or any of its Retained Parties in connection with the Work.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

1. **Inspection And Work.** The Developer agrees to carefully inspect, or cause its agents, employees, contractors, subcontractors or consultants to carefully inspect, the Harrison Parcel, prior to commencing any Work to ensure that such Work will not damage the Harrison Parcel or any surrounding property, structures, utility lines or subsurface lines or cables. The Developer and its Retained Parties shall (a) take all reasonable safety precautions to ensure that the Work will not pose a danger to the public or have a negative impact on the neighboring community, including, without limitation, adequately securing the Harrison Parcel throughout the term of this Agreement; (b) perform the Work in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws; (c) keep the Harrison Parcel and any adjoining sidewalks and streets free of debris and materials and generally in a clean and safe condition throughout the term of this Agreement; and (d) limit their activities to those reasonably necessary to perform the Work. The City reserves the right to inspect the Work throughout the term of this Agreement. Neither the Developer nor its Retained Parties shall conduct any activity on the Harrison Parcel that may in any manner injure the health, safety and welfare of the public, diminish the value of the Harrison Parcel, or violate any Laws, including, without limitation, any environmental laws.

2. **Completion.** Upon completion of the Work, the Developer shall promptly restore the Harrison Parcel to its condition as of the date hereof, and shall remove all equipment and debris placed on the Harrison Parcel by the Developer or its Retained Parties. The Developer shall remove all wastes generated as a result of the Work and dispose of it in accordance with all applicable Laws.

3. **No Liens.** The Developer shall keep the Harrison Parcel free from liens and encumbrances arising out of any activities performed, materials furnished or obligations incurred by or for the Developer.

4. **Reports.** The Developer agrees to promptly deliver to the City copies of all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer regarding the condition of the Harrison Parcel.

5. **No Warranties.** The City makes no warranties or representations as to the condition of the Harrison Parcel. The Developer agrees to enter onto the Harrison Parcel at its own risk.

6. **Amendment.** This Agreement may not be amended or modified without the written consent of the parties hereto.

7. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

8. Entire Agreement. This Agreement, together with the applicable provisions of the Sale Agreement, the D & M Agreement and the Easement Agreement (as such terms are defined in the Sale Agreement), embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

9. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original signature.

In Witness Whereof, The parties have executed this Agreement as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: _____
Michi E. Peña,
Commissioner of General Services

By: _____
Lori T. Healey,
Commissioner of Planning and
Development

Library Tower, L.L.C.,
an Illinois limited liability company

By: _____

Print Name: _____

Title: _____

[(Sub)Exhibits "A", "B" and "C" referred to in this Right-of-Entry Agreement with Library Tower, L.L.C. unavailable at time of printing.]

Exhibit "I".
(To Agreement With Library Tower, L.L.C.
For The Purchase And Sale Of Land)

Encroachment Easement Agreement.

This Encroachment Easement Agreement ("Agreement") is made as of the ____ day of _____, 2006, by and between the City of Chicago, an Illinois municipal corporation ("City") having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Library Tower, L.L.C., an Illinois limited liability company ("Developer"), located at 1540 East Dundee Road, Suite 350, Palatine, Illinois 60067. As used herein, the defined term, "Developer", shall include Developer, its successors and assigns, and any other successor in interest to the Developer's fee simple interest in the Developer Parcel including specifically, but without limitation, the unit owners of the condominium association created pursuant to the Illinois Condominium Property Act for the Library Tower project, acting through the board of managers duly elected by such unit owners from time to time.

Recitals.

Whereas, The City has previously adopted certain ordinances on November 28, 1990 approving a Tax Increment Redevelopment Plan and Redevelopment Project (the "Plan") for the Central Station Area Redevelopment Tax Increment Financing Project and Redevelopment Project, later expanded and redesignated as the Near South Redevelopment Project Area (the "Area"), designating such area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act"), and adopting tax increment financing for the area pursuant to the T.I.F. Act; and

Whereas, The City owns the real property legally described on (Sub)Exhibit A (the "Harrison Parcel") located in the Area; and

Whereas, The Developer owns the real property legally described on (Sub)Exhibit B (the "Developer Parcel"), which is contiguous to the Harrison Parcel and which is located in the Area; and

Whereas, The Developer is constructing a ____-story residential condominium project on the Developer Parcel commonly known as Library Tower; and

Whereas, Such construction project is anticipated to include an encroachment over the north twelve (12) feet of the Harrison Parcel, at a height beginning on the lowest residential level of the Library Tower project, for a four (4) inch protrusion from the face of the building for a decorative masonry band, as depicted in (Sub)Exhibit C (such encroaching area, the "Easement Parcel", and such decorative masonry band, the "Encroaching Improvements"); and

Whereas, The City is willing to grant such easement, subject to the terms and conditions of this Agreement, in order to facilitate the development of the Library Tower project, which project furthers the redevelopment objectives of the Plan for the Area;

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:

Agreements.

Section 1.

Incorporation Of Recitals And Exhibits.

The recitals set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference as the agreements of the parties.

Section 2.

Grant Of Easement.

The City hereby grants the Developer an easement interest in the Easement Parcel for the sole purpose of maintaining, repairing and replacing the Encroaching Improvements, which easement interest shall be subject to the covenants, conditions and restrictions contained herein. Such easement shall be appurtenant to the Developer Parcel only and only for so long as the Library Tower building is under construction or, after construction, in existence and occupied (excluding only temporary vacancies necessitated by casualty or similar unforeseen, emergency events). If the Library Tower building has not been constructed by January 1, 2008, the easement interest shall terminate and the City may unilaterally record an

instrument giving public notice of such termination. If the City at any time determines that the Harrison Parcel should not be devoted to open space and public park purposes, but instead should be improved in a different manner, any improvements may be made flush with the boundary of the Easement Parcel.

Section 3.

Plans And Specifications.

The Developer represents and warrants that the Encroaching Improvements shall not encroach by more than four (4) inches on the Harrison Parcel, shall be contained within the Easement Parcel, and shall be constructed in accordance with the plans and specifications for the Library Tower and in accordance with all other applicable laws, regulations and codes.

Section 4.

Maintenance Obligations.

The Developer shall at all times be responsible for maintaining, repairing and, if required, replacing the Encroaching Improvements, at the Developer's sole cost and expense. After the expiration of the construction staging area rights granted under that certain Right-of-Entry Agreement between the City and the Developer dated as of ____, 2006, any further entry by the Developer onto the Harrison Parcel for any such maintenance, repair or replacement shall be subject to the City's written consent and pursuant to separate written agreement.

Section 5.

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) the failure of the Developer to perform its obligations under this Agreement, or any

breach of the Developer's representations and warranties under this Agreement; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Encroaching Improvements; (iii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement; and (iv) any actions resulting from any activity undertaken by the Developer on the Easement Parcel, or resulting from the existence of the Encroaching Improvements over the Easement Parcel. This indemnification shall bind the Developer, its successors and assigns.

Section 6.

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 7.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties as to the easement granted herein. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 8.

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 9.

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 -- 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:

Library Tower, L.L.C.
1540 East Dundee Road, Suite 350
Palatine, Illinois 60067
Attention: Real Estate Division

with a copy to:

Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60601
Attention: Bernard I. Citron, Esq.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by

electronic means, respectively, 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 10.

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 11.

Termination.

The easement granted under this Agreement shall be an easement that shall run until terminated pursuant to Section 2.

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: _____
Lori T. Healey,
Commissioner

Library Tower, L.L.C., a Delaware limited liability company

By: _____

Name: _____

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 _____, 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 notarial seal this _____ day of _____, 2006.

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 Lori T. Healey, 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 _____, 2006.

Notary Public

[(Sub)Exhibits "A", "B" and "C" referred to in this Encroachment
Easement Agreement with Library Tower, L.L.C.
unavailable at time of printing.]

(Sub)Exhibit "K".
(To Agreement With Library Tower, L.L.C.
For The Purchase And Sale Of Land)

Water Line Easement Agreement.

This Water Line Easement Agreement ("Agreement") is made as of the ____ day of _____, 2006, by and between the City of Chicago, an Illinois municipal corporation ("City") having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Library Tower, L.L.C., an Illinois limited liability company ("Developer"), located at 1540 East Dundee Road, Suite 350, Palatine, Illinois 60067. As used herein, the defined term, "Developer" shall include Developer, its successors and assigns, and any other successor in interest to the Developer's fee simple interest in the Developer Parcel including specifically, but without limitation, the unit owners of the condominium association created pursuant to the Illinois Condominium Property Act for the Library Tower project, acting through the board of managers duly elected by such unit owners from time to time.

Recitals.

Whereas, The City has previously adopted certain ordinances on November 28, 1990 approving a Tax Increment Redevelopment Plan and Redevelopment Project (the "Plan") for the Central Station Area Redevelopment Tax Increment Financing

Project and Redevelopment Project, later expanded and redesignated as the Near South Redevelopment Project Area (the "Area"), designating such area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act"), and adopting tax increment financing for the area pursuant to the T.I.F. Act; and

Whereas, The City owns the real property legally described on (Sub)Exhibit A (the "Harrison Parcel") located in the Area; and

Whereas, The Developer owns the real property legally described on (Sub)Exhibit B (the "Developer Parcel"), which is contiguous to the Harrison Parcel and which is located in the Area; and

Whereas, The Developer is constructing a ___-story residential condominium project on the Developer Parcel commonly known as Library Tower; and

Whereas, Pursuant to that certain Right-of-Entry Agreement between the City and the Developer dated _____, 2006, the City has previously granted the Developer a right- of- entry to construct a water line in and under the real property legally described on (Sub)Exhibit C (the "Easement Parcel"), which water line shall serve the Library Tower project; and

Whereas, The Developer has completed construction of the water line and has requested that the City grant it a permanent easement to hereafter operate, maintain, repair and replace such water line; and

Whereas, The City is willing to grant such easement, subject to the terms and conditions of this Agreement, in order to facilitate the development of the Library Tower project, which project furthers the redevelopment objectives of the Plan for the Area;

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:

Agreements.

Section 1.

Incorporation Of Recitals And Exhibits.

The recitals set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference as the agreements of the parties.

Section 2.

Grant Of Easement.

The City hereby grants the Developer an easement interest in the Easement Parcel for the sole purpose of operating, maintaining, repairing and replacing the water line depicted in the Drawings (as hereinafter defined) (the "Water Line"), which easement interest shall be subject to the covenants, conditions and restrictions contained herein. Such easement shall be appurtenant to the Developer Parcel only, and, along with the covenants, conditions and restrictions, contained herein, shall be for the benefit and be binding upon Developer.

Section 3.

Water Line Plans And Specifications.

The Developer represents and warrants that, prior to the date hereof, it has constructed the Water Line, wholly within the Easement Parcel, in accordance with the plans and specifications listed in (Sub)Exhibit D, which have been approved by the City. The Developer further represents and warrants that the Drawings have been prepared, and the Water Line has been constructed, in accordance with, all other applicable laws, regulations and codes.

Section 4.

Maintenance Obligations and Usage Rights.

The Developer acknowledges that the Easement Parcel is located within the Harrison Parcel, which has been, or will hereafter be, improved with a public park. The Developer shall at all times be responsible for maintaining, repairing and, if required, replacing, the Water Line at the Developer's sole cost and expense. The Developer's use of the Easement Parcel shall be strictly limited to such purposes. The Developer shall at all times be responsible for maintaining, repairing and, if required, replacing, any trees, plants, and vegetation (including annual flower beds), the brick pavers, sidewalks, paving, fixtures, fencing, furnishings, improvements

and the sprinkler systems damages by the Developer's exercise of its rights under this Agreement.

Section 5.

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) the failure of the Developer to perform its obligations under this Agreement, or any breach of the Developer's representations and warranties under this Agreement; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Water Line; (iii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement; and (iv) any actions resulting from any activity undertaken by the Developer on the Easement Parcel, or resulting from the existence and operation of the Water Line in and under the Easement Parcel. This indemnification shall bind the Developer, its successors and assigns.

Section 6.

Environmental Matters.

The City makes no covenant, representation or warranty as to the environmental condition of the Easement Parcel or its suitability for any purpose whatsoever, and the Developer agrees to accept its easement interest in the Easement Parcel "as is".

Section 7.

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 8.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties as to the easement granted herein. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 9.

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 10.

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 -- 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:

Library Tower, L.L.C.
1540 East Dundee Road, Suite 350
Palatine, Illinois 60067
Attention: _____

with a copy to:

Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60601
Attention: Bernard I. Citron, Esq.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is conformed 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 11.

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 12.

Termination.

The easement granted under this Agreement shall be a permanent easement that shall run in perpetuity. Notwithstanding the foregoing, however, in the event that the City should at any time determine that the Harrison Parcel should no longer serve as a public park and open space, but should be developed for other uses, or that the Water Line should for any other reason be relocated, the City, at the City's sole cost and expense, shall have the right to relocate the Water Line and, upon such relocation and recording of a new instrument granting the Developer an easement for such relocated water line, this Agreement, and the easement interest granted hereby, shall terminate.

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: _____
Lori T. Healey,
Commissioner

Library Tower, L.L.C., a Delaware limited liability company

By: _____

Name: _____

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 _____, 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 and notarial seal this _____ day of _____, 2006.

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 Lori T. Healey, 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 _____, 2006.

Notary Public

[(Sub)Exhibits "A", "B", "C" and "D" referred to in this Water Line Easement Agreement with Library Tower, L.L.C. unavailable at time of printing.]

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 711 -- 717
NORTH CICERO AVENUE FOR BENEFIT OF NORTHWEST
INDUSTRIAL CORRIDOR TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND PROJECT.

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

CHICAGO, January 11, 2006.

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 acquisition of property located at 711 -- 717 North Cicero Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on December 2, 1998 and published at pages 86178 -- 86360 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, a certain redevelopment plan and project ("Plan") for the Northwest Industrial Corridor Tax Increment Financing Redevelopment Project Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. ("Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 2, 1998 and published at pages 86361 -- 86378 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the Area was designated as a "blighted area" redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on December 2, 1998 and published at pages 86379 -- 86396 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, It is necessary to acquire the parcel of property located in the Area listed on the attached Exhibit A (the "Acquisition Parcel"), in order to achieve the objectives of the Plan; and

WHEREAS, By Resolution Number 05-CDC-97 adopted by the Community Development Commission of the City of Chicago ("Commission") on October 11, 2005, the Commission recommended the acquisition of the Acquisition Parcel; and

WHEREAS, The City Council finds such acquisition to be for the same purposes as those set forth in Divisions 74.2, 74.3 and 74.4 of the Illinois Municipal Code; 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. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago acquire the Acquisition Parcel for public purpose and for purposes of implementing the objectives of the Plan for the Department of Planning and Development.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) of the Acquisition Parcel for the purchase of the Acquisition Parcel. If the Corporation Counsel and the owner of the Acquisition Parcel are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcel on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner of the Acquisition Parcel on the terms of the purchase, or if the owner is incapable of entering into such a transaction with the City, or if the owner cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcel under the City's power of eminent domain. Such acquisition efforts shall commence within four (4) years of the date of the publication of this ordinance. Commencement shall be deemed to have occurred within such period upon the city's delivery of an offer letter to the owner(s) of the Acquisition Parcel.

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance subject to the approval of the Corporation Counsel.

SECTION 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 effective upon its passage and approval.

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

Exhibit "A".

Acquisition Parcel.

(Subject To Final Title Commitment And Survey)

Address:

711 -- 717 North Cicero Avenue.

Tax Permanent Index Numbers:

16-10-102-003;

16-10-102-004; and

16-10-102-005.

APPROVAL FOR PURCHASE OF BOARD OF EDUCATION
PROPERTY AT 511 SOUTH PLYMOUTH COURT
AND 500 -- 508 SOUTH STATE STREET.

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

CHICAGO, January 11, 2006.

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 an acceptance of a conveyance of property located at 511 South Plymouth Court and 500 -- 508 South State Street and a subsequent conveyance of portions of those properties, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago is the owner of the real estate located at 511 South Plymouth Court (Permanent Index Number 17-16-247-047), and 500 -- 508 South State Street (Permanent Index Number 17-16-247-051), and more particularly described in Exhibit A to this ordinance (the "Property"), title to which pursuant to statute is held by the City of Chicago in Trust For the Use of Schools; and

WHEREAS, Pursuant to ILCS, Chapter 105, Section 5/5-22, the Board of Education of the City of Chicago, by a vote of not less than two-thirds ($\frac{2}{3}$) of its full membership, has determined that such Property has become unnecessary, unsuitable and inappropriate to the Board for school purposes; and

WHEREAS, The Board of Education of the City of Chicago at its meeting of April 28, 2004, by a vote of not less than two-thirds ($\frac{2}{3}$) of its full membership, has recommended to the City Council's Committee on Real Estate and Housing that the Property be conveyed to the City of Chicago, a municipal corporation, for the

mutually agreed upon consideration of One and no/100 Dollars (\$1.00); now, therefore,

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

SECTION 1. The City of Chicago in Trust For the Use of Schools, hereby accepts the agreed upon consideration of One and no/100 Dollars (\$1.00) from the City of Chicago, a municipal corporation, to purchase the Property. The City hereby agrees to purchase the Property for such sum.

SECTION 2. The Mayor, or his designee, and the City clerk are authorized to sign and attest a deed conveying to the City of Chicago, a municipal corporation, all rights of the City of Chicago in Trust for the Use of Schools in and to said school property, subject to the review and approval of the Corporation Counsel as to the form of the deed and condition of the title, and the approval of the Commissioner of the Environment as to the condition of the property. The City is authorized to accept such conveyance.

SECTION 3. This ordinance takes effect upon its passage and approval.

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

Exhibit "A".

Legal Descriptions.

(Subject To Final Title Commitment And Survey)

Parcel 1:

Address:

500 -- 508 South State Street.

Permanent Index Number:

17-16-247-051.

Legal Description:

Lot 7 in C.L. and I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago, of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2:

Address:

511 South Plymouth Court.

Permanent Index Number:

17-16-247-047.

Legal Description:

Lot 8 in C.L. and I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago, of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

COMMITTEE ON HUMAN RELATIONS.

EXPRESSION OF SUPPORT FOR AMENDMENT TO DEPARTMENT OF
DEFENSE APPROPRIATIONS BILL CONCERNING STANDARDS
FOR TREATMENT OF WAR DETAINEES.

The Committee on Human Relations submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a resolution endorsed by Alderman James Balcer and many others, supporting Senator John McCain's amendment to the Department of Defense appropriations bill, which proposes the creation of concise standards regarding the treatment of the Department of Defense detainees, begs leave to recommend that Your Honorable Body do *Adopt* and approve this resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on December 20, 2005.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, This fall, Senator John McCain introduced Amendment Number 1977 to the Department of Defense appropriations bill, which proposes the creation of clear and concise standards regarding the treatment of Department of Defense detainees; and

WHEREAS, Senator McCain's amendment would establish the Army Field Manual as the standard for interrogation of all detainees held in Department of Defense custody; and

WHEREAS, The Army Field Manual embodies the values Americans have embraced for generations, while preserving the ability of interrogators to extract critical intelligence from our foes; and

WHEREAS, The amendment would also codify existing policy established by the 1949 Geneva Convention by prohibiting cruel, inhumane and degrading treatment of detainees; and

WHEREAS, This proposal was prompted by a plea by a veteran of combat in Afghanistan and Iraq, who stated that over seventeen months he struggled to get an answer from his chain of command as to what standards apply to the treatment of enemy detainees; and

WHEREAS, This soldier asked Congress to establish standards and to clear up the confusion, not for the good of terrorists, but for the good of our soldiers and our country; and

WHEREAS, While intelligence is necessary in order to fight terrorism, the intelligence the United States collects must be reliable and acquired humanely, under clear standards understood by our fighting men and women; and

WHEREAS, Without clear and humane standards to guide United States troops, the country's war effort is undermined because mistreatment of prisoners harms, not helps, the United States in its war on terror; and

WHEREAS, Mistreatment of prisoners also endangers United States troops who might be captured by the enemy -- if not in this war, then in the next; and

WHEREAS, Our country owes it to the brave men and women fighting overseas to provide them with clarity and guidance with regard to the treatment of detainees; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council, assembled this eleventh day of January, 2006, do hereby support Senator John McCain's Amendment Number 1977 and its prohibition against cruel, inhumane and degrading treatment of detainees; and

Be It Further Resolved, That copies of this resolution be sent to the President of the United States, George W. Bush; to the Speaker of the United States House of Representatives, Dennis Hastert; to the United States House of Representatives Minority Leader, Nancy Pelosi; to the United States Senate Majority Leader, Bill Frist; to the United States Senate Minority Leader, Harry Reid; to members of the Illinois Congressional Delegation; and to the United States Department of Defense.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 35.27 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES ON
PORTION OF NORTH MILWAUKEE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Rey Colón (which was referred on December 7, 2005) to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (35.27), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 4, 2006.

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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting Subsection 4-60-023 (35.27).

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 29, 2004, June 8, 29, July 27, September 14, October 6 and November 1, 2005) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do Pass the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
3	East 21 st Street (north side) from a point 35 feet west of South Wabash Avenue, to a point 25 feet west thereof -- no parking/loading zone/tow-away zone -- 10:00 A.M. to 2:00 A.M. -- all days (05-01933134);
3	South Wabash Avenue (west side) from a point 30 feet north of East 21 st Street, to a point 50 feet north thereof -- no parking/loading zone/tow-away zone -- 10:00 A.M. to 2:00 A.M. -- all days (05-01933168);

Ward	Location
8	East 81 st Street (south side) from a point 65 feet west of South Dante Avenue, to a point 25 feet west thereof -- no parking/ disabled loading zone (05-01759354);
30	North Mason Avenue (west side) from a point 20 feet south of West Belmont Avenue, to a point 25 feet south thereof -- no parking/loading zone -- 7:00 A.M. to 1:00 P.M. -- Monday through Saturday -- tow-away zone (05-01309488);
32	North Clybourn Avenue (east side) from a point 158 feet south of North Kenmore Avenue, to a point 25 feet south thereof -- no parking/loading zone -- 8:00 A.M. to 6:00 P.M. -- all days -- tow-away zone (05-01002989);
32	West Barry Avenue (south side) from a point 50 feet east of North Ashland Avenue, to a point 25 feet east thereof -- no parking/loading zone/tow-away zone -- 7:00 A.M. to 11:00 P.M. -- all days (05-01936855);
32	West Armitage Avenue (south side) from a point 30 feet west of North Sheffield Avenue, to a point 20 feet west thereof -- no parking/loading zone -- 9:00 A.M. to 7:00 P.M. -- tow-away zone (05-010002907);
33	West Wilson Avenue (south side) from a point 60 feet west of North Kedzie Avenue, to a point 45 feet west thereof -- no parking/loading zone -- 9:00 A.M. to 11:00 P.M. -- Monday through Friday and 7:00 A.M. to 11:00 P.M. -- Saturday -- tow-away zone (04-01857143);

Ward	Location
35	North California Avenue (east side) from a point 175 feet north of West Altgeld Street, to a point 25 feet north thereof -- no parking/loading zone/tow-away zone (05-01108843);
35	North Milwaukee Avenue (east side) from a point 20 feet west of North Sawyer Avenue, to a point 40 feet west thereof -- no parking/loading zone/tow-away zone (05-01108798);
36	North Rutherford Avenue (east side) from a point 20 feet south of West Belmont Avenue, to the first alley south thereof -- loading zone -- 8:00 P.M. to 12:00 A.M. -- Thursday through Sunday -- tow-away zone (05-01564607);
38	West Irving Park Road (north side) from a point 60 feet east of North Kolmar Avenue, to a point 25 feet east thereof -- no parking/loading zone -- 10:00 A.M. to 12:00 A.M. -- tow-away zone (05-01945232);
42	West Hubbard Street (south side) from a point 115 feet west of North State Street, to a point 45 feet west thereof -- no parking/loading zone -- 10:00 A.M. to 11:00 P.M. (05-01565925);
48	North Broadway (west side) from a point 156 feet north of West Ardmore Avenue property line, to a point 25 feet north thereof -- no parking/loading zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone (04-01863754);

Ward	Location
49	North Paulina Street (west side) from a point 510 feet north of West Rogers Avenue, to a point 35 feet north thereof -- no parking/loading zone -- 6:00 A.M. to 10:00 P.M. (05-01350999);
49	North Paulina Street (west side) from a point 323 feet north of West Rogers Avenue, to a point 56 feet north thereof -- no parking/loading zone -- 5:00 A.M. to 10:00 P.M. (05-01350971);
49	North Paulina Street (west side) from a point 266 feet north of West Rogers Avenue, to a point 57 feet north thereof -- no parking/loading zone -- 5:00 A.M. to 10:00 P.M. -- all days -- tow-away zone (05-01350938).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Loading Zones.

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

SECTION 1. Repeal ordinance passed February 26, 1986 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 28160) which reads:

“North Lincoln Avenue (east side) from a point 240 feet south of West George Street, to a point 50 feet south thereof -- no parking/loading zone/tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday” (32nd Ward) (05-01936820).

SECTION 2. Repeal ordinance passed January 12, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 64650) which reads:

“North Sheffield Avenue (west side) from a point 45 feet south of West Fletcher Street, to a point 100 feet south thereof -- no parking/loading zone -- 11:00 A.M. to 2:00 A.M.” (44th Ward) (05-01777366).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC
MOVEMENT ON PORTIONS OF SUNDRY STREET.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 1, 2004 and September 14, 2005) proposed ordinances to establish and amend single direction of vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Vehicular Traffic Movement.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public way between the limits indicated:

Ward	Location And Direction
31	West George Street, from North Central Avenue to North Long Avenue -- easterly (04-02177427).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed June 24, 1971 which reads:

“North Tripp Avenue, from West Chicago Avenue to West Iowa Street -- northerly”

by striking:

“West Chicago Avenue”

and inserting:

“first alley north of West Chicago Avenue” (37th Ward) (05-01565631).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
METER AREAS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 30, 2005) proposed ordinances to establish and amend parking meters on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Meter Area.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish a parking meter area, as follows:

Ward	Location And Limitations
39	West Lawrence Avenue (north side) from North Keystone Avenue to North Kedvale Avenue -- 2 hour limit -- 25 cents per hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Meter Area.

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

SECTION 1. Amend parking meter on West Foster Avenue (south side) from

North Glenwood Avenue to North Clark Street -- 2 hour limit -- 25 cents per hour --
9:00 A.M. to 6:00 P.M. -- Monday through Saturday

by striking:

“2 hour limit -- 25 cents per hour”

and inserting in lieu thereof:

“30 minute limit -- 25 cents per 30 minutes” (48th Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its
passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 11, June 29, July 27, September 14, October 6, November 1, 30, December 7 and 14, 2005) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Prohibition At All Times.
(Except For Disabled)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way as indicated:

Ward	Location
1	At 2059 North Bingham Street -- Disabled Parking Permit 43960;
2	At 3001 South Michigan Avenue (signs to be posted on South Indiana Avenue) Disabled Parking Permit 42884;
4	At 1418 East 54 th Place -- Disabled Parking Permit 45300;
5	At 6901 South Oglesby Avenue -- Disabled Parking Permit 44433;

Ward	Location
6	At 7941 South Champlain Avenue -- Disabled Parking Permit 43600;
6	At 7140 South Wabash Avenue -- Disabled Parking Permit 46115;
6	At 74 East 82 nd Street -- Disabled Parking Permit 46119;
6	At 57 East 92 nd Street -- Disabled Parking Permit 45128;
8	At 7950 South Chappel Avenue -- Disabled Parking Permit 42330;
8	At 1534 East 81 st Street -- Disabled Parking Permit 45192;
10	At 8521 South Burley Avenue -- Disabled Parking Permit 45697;
10	At 8544 South Escanaba Avenue -- Disabled Parking Permit 44211;
11	At 2818 South Emerald Avenue -- Disabled Parking Permit 46643;
11	At 3341 South Hoyne Avenue -- Disabled Parking Permit 46638;
11	At 3609 South Leavitt Street -- Disabled Parking Permit 46628;
11	At 1331 West 32 nd Street -- Disabled Parking Permit 47395;
11	At 451 West 42 nd Place -- Disabled Parking Permit 46641;
12	At 4428 South Campbell Avenue (signs to be posted at 4426 South Campbell Avenue) Disabled Parking Permit 46604;

Ward	Location
12	At 4214 South Maplewood Avenue -- Disabled Parking Permit 46614;
12	At 2724 West 24 th Street -- Disabled Parking Permit 46626;
12	At 3059 West 38 th Street -- Disabled Parking Permit 46419;
13	At 6446 South LaCrosse Avenue -- Disabled Parking Permit 47752;
14	At 5405 South Homan Avenue -- Disabled Parking Permit 44959;
14	At 5208 South Artesian Avenue -- Disabled Parking Permit 47151;
15	At 6525 South Francisco Avenue -- Disabled Parking Permit 45774;
15	At 6446 South Maplewood Avenue -- Disabled Parking Permit 47348;
15	At 6535 South Oakley Avenue -- Disabled Parking Permit 45771;
15	At 5521 South Seeley Avenue -- Disabled Parking Permit 44571;
15	At 6008 South Washtenaw Avenue -- Disabled Parking Permit 47442;
15	At 3222 West 64 th Place -- Disabled Parking Permit 47355;
15	At 3351 West 62 nd Street -- Disabled Parking Permit 47354;
16	At 6015 South Aberdeen Street -- Disabled Parking Permit 46932;

Ward	Location
16	At 5950 South Artesian Avenue -- Disabled Parking Permit 46933;
16	At 5439 South May Street -- Disabled Parking Permit 44801;
17	At 6840 South Green Street -- Disabled Parking Permit 46688;
17	At 7125 South Honore Street -- Disabled Parking Permit 46693;
17	At 6540 South Morgan Street -- Disabled Parking Permit 46877;
17	At 1404 West 72 nd Street -- Disabled Parking Permit 46687;
17	At 1418 West 72 nd Street -- Disabled Parking Permit 47255;
17	At 6914 South Honore Street -- Disabled Parking Permit 46682;
17	At 7134 South Honore Street -- Disabled Parking Permit 44764;
19	At 3012 West 107 th Street -- Disabled Parking Permit 46992;
19	At 11338 South Rockwell Street -- Disabled Parking Permit 46988;
20	At 4709 South Wolcott Avenue -- Disabled Parking Permit 45812;
21	At 139 West 81 st Street -- Disabled Parking Permit 45637;
21	At 8114 South Throop Street -- Disabled Parking Permit 47253;

Ward	Location
21	At 8355 South Kerfoot Avenue -- Disabled Parking Permit 45641;
22	At 3217 South Komensky Avenue -- Disabled Parking Permit 45408;
22	At 4126 West 24 th Place, Apartment G1 -- Disabled Parking Permit 45414;
23	At 4645 South Lawler Avenue -- Disabled Parking Permit 47543;
23	At 5350 South Nagle Avenue -- Disabled Parking Permit 47531;
24	At 4215 West Fifth Avenue -- Disabled Parking Permit 45854;
24	At 3816 West Fillmore Street -- Disabled Parking Permit 45880;
24	At 811 South Kedvale Avenue -- Disabled Parking Permit 45847;
24	At 3825 West Van Buren Street -- Disabled Parking Permit 45857;
24	At 2125 South Millard Avenue -- Disabled Parking Permit 47310;
24	At 3424 West Flourney Street -- Disabled Parking Permit 44023;
26	At 2620 West Evergreen Avenue -- Disabled Parking Permit 44397;
26	At 3529 West Beach Avenue -- Disabled Parking Permit 47176;
26	At 3249 West Potomac Avenue -- Disabled Parking Permit 47171;

Ward	Location
26	At 2108 North Sawyer Avenue -- Disabled Parking Permit 47726;
28	At 4350 West Gladys Avenue -- Disabled Parking Permit 47005;
28	At 4336 West Carroll Avenue -- Disabled Parking Permit 45439;
28	At 3245 West Washington Boulevard -- Disabled Parking Permit 47669;
29	At 136 North Mason Avenue -- Disabled Parking Permit 47672;
29	At 2737 North Mobile Avenue -- Disabled Parking Permit 43036;
29	At 2105 North Merrimac Avenue -- Disabled Parking Permit 47671;
29	At 24 North Mason Avenue -- Disabled Parking Permit 47674;
29	At 2203 North Mobile Avenue -- Disabled Parking Permit 45528;
29	At 5401 West Van Buren Street -- Disabled Parking Permit 45250;
30	At 1754 North Keeler Avenue -- Disabled Parking Permit 47738;
30	At 1819 North Karlov Avenue -- Disabled Parking Permit 46528;
30	At 2451 North Harding Avenue -- Disabled Parking Permit 47449;
30	At 4843 West Schubert Avenue -- Disabled Parking Permit 44228;

Ward	Location
30	At 2315 West Charleston Street -- Disabled Parking Permit 46087;
33	At 3503 West Leland Avenue -- Disabled Parking Permit 46765;
34	At 12219 South Parnell Avenue -- Disabled Parking Permit 47771;
34	At 10031 South Peoria Street -- Disabled Parking Permit 47476;
34	At 11617 South Throop Street -- Disabled Parking Permit 47489;
34	At 12005 South Eggleston Avenue -- Disabled Parking Permit 47479;
34	At 10437 South Maplewood Avenue -- Disabled Parking Permit 47923;
34	At 11933 South Stewart Avenue -- Disabled Parking Permit 47470;
35	At 3631 North St. Louis Avenue -- Disabled Parking Permit 45947;
36	At 3115 North Narragansett Avenue -- Disabled Parking Permit 47089;
36	At 3728 North Neva Avenue -- Disabled Parking Permit 45837;
37	At 2202 North Mango Avenue -- Disabled Parking Permit 46095;
37	At 5501 West Ohio Street -- Disabled Parking Permit 47703;
38	At 3802 North Nordica Avenue -- Disabled Parking Permit 46220;

Ward	Location
39	At 4842 North Harding Avenue -- Disabled Parking Permit 47721;
39	At 5037 North Lawndale Avenue -- Disabled Parking Permit 47768;
39	At 5041 North Ridgeway Avenue -- Disabled Parking Permit 46758;
40	At 2406 West Farragut Avenue -- Disabled Parking Permit 47841;
45	At 5016 North Parkside Avenue -- Disabled Parking Permit 46790;
45	At 5140 North Long Avenue -- Disabled Parking Permit 46792;
45	At 4944 West Waveland Avenue -- Disabled Parking Permit 44939;
46	At 3900 North Pine Grove Avenue -- Disabled Parking Permit 47332;
50	At 6250 North Francisco Avenue -- Disabled Parking Permit 46823.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Disabled Permit Parking.

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

SECTION 1. Removal of Disabled Parking Permit 14423 signs located at 2436 West Arthington Street (2nd Ward).

SECTION 2. Removal of Disabled Parking Permit 34537 signs located at 9210 South Calumet Avenue (6th Ward).

SECTION 3. Removal of Disabled Parking Permit 9652 signs located at 7210 South Lafayette Avenue (6th Ward).

SECTION 4. Removal of Disabled Parking Permit 14666 signs located at 7246 South Lafayette Avenue (6th Ward).

SECTION 5. Removal of Disabled Parking Permit 19669 signs located at 8852 South Wabash Avenue (6th Ward).

SECTION 6. Removal of Disabled Parking Permit 29999 signs located at 9614 South Van Vlissingen Road (7th Ward).

SECTION 7. Removal of Disabled Parking Permit 16026 signs located at 10532 South Dr. Martin Luther King, Jr. Drive (9th Ward).

SECTION 8. Removal of Disabled Parking Permit 3735 signs located at 10538 South Avenue J (10th Ward).

SECTION 9. Removal of Disabled Parking Permit 13950 signs located at 9831 South Manistee Avenue (10th Ward).

SECTION 10. Removal of Disabled Parking Permit 40687 signs located at 3650 South Leavitt Street (11th Ward).

SECTION 11. Removal of Disabled Parking Permit 6227 signs located at 527 West 28th Street (11th Ward).

SECTION 12. Removal of Disabled Parking Permit 36012 signs located at 4526 South Fairfield Avenue (12th Ward).

SECTION 13. Removal of Disabled Parking Permit 64843 signs located at 6355 South Long Avenue (13th Ward).

SECTION 14. Removal of Disabled Parking Permit 18047 signs located at 2947 West 40th Street (14th Ward).

SECTION 15. Removal of Disabled Parking Permit 41339 signs located at 6744 South Campbell Avenue (15th Ward).

SECTION 16. Removal of Disabled Parking Permit 45761 signs located at 6431 South Sacramento Avenue (15th Ward).

SECTION 17. Removal of Disabled Parking Permit 9944 signs located at 5630 South Bishop Street (16th Ward).

SECTION 18. Removal of Disabled Parking Permit 30009 signs located at 7333 South Emerald Avenue (17th Ward).

SECTION 19. Removal of Disabled Parking Permit 18110 signs located at 6518 South Laflin Street (17th Ward).

SECTION 20. Removal of Disabled Parking Permit 16677 signs located at 8005 South Yale Avenue (17th Ward).

SECTION 21. Removal of Disabled Parking Permit 16598 signs located at 10335 South Wood Street (19th Ward).

SECTION 22. Removal of Disabled Parking Permit 4638 signs located at 8204 South Morgan Street (21st Ward).

SECTION 23. Removal of Disabled Parking Permit 7887 signs located at 8520 South Morgan Street (21st Ward).

SECTION 24. Removal of Disabled Parking Permit 4864 signs located at 8336 South Peoria Street (21st Ward).

SECTION 25. Removal of Disabled Parking Permit 6829 signs located at 8128 South Throop Street (21st Ward).

SECTION 26. Removal of Disabled Parking Permit 14157 signs located at 5251 South Monitor Avenue (23rd Ward).

SECTION 27. Removal of Disabled Parking Permit 16906 signs located at 4518 South Lavergne Avenue (23rd Ward).

SECTION 28. Removal of Disabled Parking Permit 16480 signs located at 4524 South Lavergne Avenue (23rd Ward).

SECTION 29. Removal of Disabled Parking Permit 6518 signs located at 3918 West Fillmore Street (24th Ward).

SECTION 30. Removal of Disabled Parking Permit 3537 signs located at 1956 South Sawyer Avenue (24th Ward).

SECTION 31. Removal of Disabled Parking Permit 12575 signs located at 5340 West Altgeld Street (31st Ward).

SECTION 32. Removal of Disabled Parking Permit 10832 signs located at 4851 West Schubert Avenue (31st Ward).

SECTION 33. Removal of Disabled Parking Permit 19535 signs located at 4921 West Wolfram Street (31st Ward).

SECTION 34. Removal of Disabled Parking Permit 25370 signs located at 4914 West Wolfram Street (31st Ward).

SECTION 35. Removal of Disabled Parking Permit 6035 signs located at 1718 North Wood Street (32nd Ward).

SECTION 36. Removal of Disabled Parking Permit 12188 signs located at 3200 West Wrightwood Avenue (35th Ward).

SECTION 37. Removal of Disabled Parking Permit 20098 signs located at 3623 North Christiana Avenue (35th Ward).

SECTION 38. Removal of Disabled Parking Permit 15119 signs located at 1848 North Oak Park Avenue (36th Ward).

SECTION 39. Removal of Disabled Parking Permit 16232 signs located at 2239 North Long Avenue (37th Ward).

SECTION 40. Removal of Disabled Parking Permit 14550 signs located at 6119 North Ravenswood Avenue (40th Ward).

SECTION 41. Removal of Disabled Parking Permit 35301 signs located at 5030 West Grace Street (45th Ward).

SECTION 42. Removal of Disabled Parking Permit 28631 signs located at 5215 North La Crosse Avenue (45th Ward).

SECTION 43. Removal of Disabled Parking Permit 33144 signs located at 5919 West Giddings Street (45th Ward).

SECTION 44. Removal of Disabled Parking Permit 20693 signs located at 4802 North Kenmore Avenue (46th Ward).

SECTION 45. Removal of Disabled Parking Permit 39574 signs located at 1522 West Farwell Avenue (49th Ward).

SECTION 46. Removal of Disabled Parking Permit 41098 signs located at 2115 West Farwell Avenue (50th Ward).

SECTION 47. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Amend ordinance passed September 23, 1987 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 4113) which reads:

“North Western Avenue (both sides) from West Devon Avenue to North Howard Street -- no parking of trucks -- 9:00 P.M. to 6:00 A.M.”

by striking the above and inserting in lieu thereof:

“North Western Avenue (west side) from West Touhy Avenue to 410 feet north thereof -- no parking of trucks” (50th Ward) (05-01620881).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Amend ordinance passed December 4, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 100763) which reads:

“West Cornelia Avenue (south side) from a point 97 feet east of West Pine Grove Avenue, to a point 23 feet east thereof -- no parking -- 6:00 A.M. to 12:00 Noon -- Monday, Wednesday and Friday”

by striking the above and inserting:

“West Cornelia Avenue (south side) from a point 250 feet west of North Lake Shore Drive (local) to a point 23 feet west thereof -- no parking /tow-away zone -- 7:00 A.M. to 12:00 P.M. -- Monday, Wednesday, Friday and Sunday” (46th Ward) (05-00925173).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Establishment Of Parking Limitation
During Specified Hours.*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated during the hours specified:

Ward	Location
36	North Pittsburgh Avenue (east side) from West Irving Park Road to the first alley south thereof -- 1 hour parking -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (05-01564557);
37	North Pulaski Road (west side) from a point 20 feet north of West Crystal Street to the first alley north thereof -- 1 hour parking -- 9:00 A.M. to 6:00 P.M. -- Tuesday through Saturday (05-01109118).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Industrial Permit Parking Zone.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 091 of the Municipal Code of the City of Chicago, a portion of the below named street is hereby designated as an industrial permit parking zone for the following location:

Ward	Location
47	2500 block of West Melrose Street (both sides) from North Campbell Avenue to North Rockwell Street and 3500 block of North Rockwell Street (both sides) from West Melrose Street to West Roscoe Street -- Monday through Friday -- 6:00 A.M. to 5:00 P.M. (Zone 55).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location
1	2600 block of West Belden Avenue (south side) at all times -- all days (Zone 1253);

Ward	Location
1	2300 block of North Altgeld Street -- at all times (Zone 1254).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as service drives/diagonal parking for the following locations:

Ward	Location
1	1500 block of West Le Moyne Street (south side) from North Ashland Avenue to the alley -- diagonal parking with construction (04-00949172);
30	1600 North Karlov Avenue (east side) between West North Avenue and the first alley south thereof -- diagonal parking with construction (05-01561380);
30	3900 block of West Wrightwood Avenue (north side) between North Pulaski Road and the first alley east thereof -- diagonal parking with construction (05-01561405);
41	North Olmsted Avenue (east side) from North Ozark Avenue to a point 103 feet north -- service drive/diagonal parking -- diagonal parking already constructed (05-01776758).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE
TOW-AWAY ZONES ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 1, 2004, February 9, March 9, April 6, May 11, June 8, 29, July 27, September 14, October 6, November 1, 30 and December 7, 2005) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
1	West Pierce Avenue (south side) from a point 30 feet west of North Damen Avenue, to a point 40 feet west thereof -- 30 minute standing zone -- use flashers -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone (05-01274187);
1	North Milwaukee Avenue (east side) from a point 255 feet south of West North Avenue, to a point 25 feet south thereof -- 30 minute standing zone -- tow-away zone except with flashing lights -- 8:00 A.M. to 11:00 P.M. -- Monday through Saturday (05-01933023);

Ward	Location
1	West Division Street (south side) from a point 84 feet west of North Hermitage Avenue, to a point 40 feet west thereof -- 30 minute standing zone -- tow-away zone except with flashing lights -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (05-01933060);
1	West Chicago Avenue (north side) from a point 40 feet west of North Maplewood Avenue, to a point 25 feet west thereof -- 30 minute standing zone -- tow-away zone except with flashing lights -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday (05-01932986);
2	West 18 th Street (north side) from a point 100 feet west of North Michigan Avenue, to a point 25 feet west thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing after 30 minutes -- tow-away zone (05-02011267);
24	West Roosevelt Road (north side) from a point 320 feet west of South Homan Avenue, to a point 55 feet west thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing after 30 minutes -- tow-away zone -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday (05-00566185);
26	West Walton Street (north side) from the first alley west of North Sacramento Boulevard (service drive) to a point 85 feet west thereof -- no parking/tow-away zone (05-01101118);
27	West Washington Street (north side) from a point 90 feet west of North Willard Street, to a point 25 feet west thereof -- 15 minute standing zone -- use flashers -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone (05-00977539);

Ward	Location
31	North Kolmar Avenue north leg (west side) from West Diversey Avenue to West George Street -- no parking/tow-away zone -- 7:00 A.M. to 4:30 P.M. except Barry School permit -- school days only (04-02177565);
32	North Lincoln Avenue (west side) from a point 324 feet north of West Diversey Avenue, to a point 25 feet north thereof -- 30 minute standing zone -- use flashing lights -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone (05-00293626);
32	West Belmont Avenue (north side) from a point 201 feet west of North Leavitt Street, to a point 50 feet west thereof -- 30 minute standing zone -- use flashing lights -- 10:00 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (05-00566848);
32	North Clybourn Avenue (east side) from a point 373 feet south of North Sheffield Avenue, to a point 19 feet south thereof -- 15 minute standing zone -- use flashing lights -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone (05-00293669);
32	West McLean Avenue (south side) from a point 20 feet west of North Leavitt Street, to a point 25 feet west thereof -- 15 minute standing zone -- use flashing lights -- 6:30 A.M. to 12:30 A.M. -- all days -- tow-away zone (05-01935092);
32	North Damen Avenue (west side) from a point 64 feet south of West Churchill Street, to a point 25 feet south thereof -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 7:00 P.M. -- tow-away zone (05-02127970);

Ward	Location
35	North Kedzie Avenue (west side) from a point 80 feet south of West School Street, to a point 110 feet south thereof -- no parking/tow-away zone (05-00920098);
35	North Francisco Avenue (west side) from West Fullerton Avenue to the first alley north thereof -- no parking/tow-away zone (05-01936936);
35	North Sawyer Avenue (west side) from a point 30 feet north of North Milwaukee Avenue, to a point 25 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minute -- 10:00 A.M. to 10:00 P.M. (05-01108906);
35	North Sacramento Avenue (east side) from North Milwaukee Avenue to a point 75 feet north thereof -- no parking/tow-away zone (05-02113765);
35	North Sacramento Avenue (east side) from a point 75 feet north of North Milwaukee Avenue, to a point 65 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (05-02114106);
36	North Natchez Avenue (west side) from West Grand Avenue to a point 155 feet south thereof -- no parking/tow-away zone (05-01108957);
36	West Grand Avenue (north side) from a point 20 feet east of North Newland Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 10:00 P.M. (05-01109036);

Ward	Location
41	West Peterson Avenue (south side) from North Harlem Avenue, 175 feet west thereof -- no parking/tow-away zone (05-01347700);
44	West Belmont Avenue (south side) from North Clark Street to a point 90 feet west thereof -- no parking/tow-away zone (05-00376551);
45	North Milwaukee Avenue (west side) from a point 125 feet west of North Mason Avenue, to a point 25 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday and 6:00 A.M. to 1:00 P.M. -- Sunday (05-01947850);
45	West Pensacola Avenue (south side) from North Kilpatrick Avenue to North Cicero Avenue -- no parking/tow-away zone -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (05-01946406);
46	West Montrose Avenue (north side) from a point 100 feet west of North Clifton Avenue, to a point 25 feet west thereof -- 15 minute standing zone -- use flashers -- at all times -- tow-away zone after 15 minutes (05-01947911);
48	West Winona Street (north side) from a point 20 feet west of North Winthrop Avenue, to a point 128 feet west thereof -- no parking -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (05-0266183).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zone.

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

SECTION 1. Amend ordinance passed November 3, 1999 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 14212) which reads:

“West Montrose Avenue (south side) from a point 20 feet east of North Whipple Street, to a point 40 feet east thereof -- 15 minute standing zone -- use flashers -- 6:30 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone after 15 minutes”

by striking:

“6:30 A.M. to 6:00 P.M.”

and inserting:

“6:00 A.M. to 8:00 P.M.” (33rd Ward) (05-01564039).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING
SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 3, December 1, 2004, January 11, May 11, June 8, 29, September 14, October 6 and November 1, 2005) proposed orders to erect traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute 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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 erect traffic warning signs on the following streets of the types specified:

Ward	Type Of Sign And Location
2	"All-Way Stop" signs, at South Oakley Avenue and West Flourney Street (05-01758664);
5	"Two-Way Stop" signs, stopping east- and westbound traffic on East 67 th Street at South Merrill Avenue (05-01758984);
6	"All-Way Stop" signs, at South Langley Avenue and East 91 st Place (05-01759233);

Ward	Type Of Sign And Location
6	"All-Way Stop" signs, at South Eberhart Avenue and East 74 th Street (05-01759195);
7	"All-Way Stop" signs, at South Manistee Avenue and East 80 th Street (05-00885605);
7	"All-Way Stop" signs, at South Essex Avenue and East 84 th Street (05-00973576);
8	"All-Way Stop" signs, at South Woodlawn Avenue and East 96 th Street (05-00142628);
8	"All-Way Stop" signs, at South Constance Avenue and East 81 st Street (05-01279593);
8	"All-Way Stop" signs, at South Cregier Avenue and East 84 th Street (05-01613275);
8	"All-Way Stop" signs, at South Woodlawn Avenue and East 91 st Street (05-01759485);
8	"All-Way Stop" signs, at South Bennett Avenue and East 86 th Street (05-01100450);
8	"All-Way Stop" signs, at South Drexel Avenue and East 82 nd Street (05-01759426);
13	"Two-Way Stop" signs, stopping South Kildare Avenue for West 79 th Place (04-02168519);
13	"Two-Way Stop" signs, stopping South Kedvale Avenue for West 78 th Place (04-02168529);

Ward	Type Of Sign And Location
14	"All-Way Stop" signs, at South Washtenaw Avenue and West 53 rd Street (05-01933435);
18	"Two-Way Stop" signs, stopping east-and westbound traffic on West 73 rd Street at the intersection of South Artesian Avenue;
21	"All-Way Stop" signs, at South Green Street and West 94 th Street (05-01760796);
21	"Two-Way Stop" signs, stopping West 86 th Street for South Bishop Street (05-01760712);
23	"Stop" signs, stopping South Kolmar Avenue for West 53 rd Street (05-01616848);
23	"All-Way Stop" signs, at South Kildare Avenue and West 54 th Street (05-01933836);
24	"All-Way Stop" signs, at South Hamlin Avenue and West 15 th Street (05-01933897);
25	"All-Way Stop" signs, at South Wolcott Avenue and West 22 nd Place (05-01000414);
26	"All-Way Stop" signs, at West Medill Avenue and North Drake Avenue (05-01101184);
26	"Stop" signs, stopping West Cortland Street for North Ridgeway Avenue (05-01101162);
27	"All-Way Stop" signs, at North Cleveland Avenue and West Elm Street (04-02046175);

Ward	Type Of Sign And Location
27	"Stop" signs, stopping east- and westbound traffic on West Augusta Boulevard, at North Ridgeway Avenue (05-01762518);
27	"Stop" signs, at West Washington Boulevard for north- and southbound traffic on North Elizabeth Street (05-01762807);
29	"All-Way Stop" signs, at North Mason Avenue and West Wrightwood Avenue (04-01674978);
29	"All-Way Stop" signs, at North Mason Avenue and West Altgeld Street (04-01674849);
29	"All-Way Stop" signs, at North Parkside Avenue and West Race Street (05-01763112);
30	"All-Way Stop" signs, at North Lamon Avenue and West School Street (05-01933980);
32	"All-Way Stop" signs, at North Hermitage Avenue and West George Street (05-01003193);
32	"Two-Way Stop" signs, stopping North Magnolia Avenue for West Belden Avenue (05-01934694);
32	"All-Way Stop" signs, at North Hermitage Avenue and West Wellington Avenue (05-01754443);
32	"All-Way Stop" signs, at North Ravenswood Avenue (west leg) and West Henderson Street (05-01003145);
35	"All-Way Stop" signs, at West Barry Avenue and North Sawyer Avenue (05-01564082);

Ward	Type Of Sign And Location
35	"All-Way Stop" signs, at West Barry Avenue and North Monticello Avenue (05-01564128);
37	"All-Way Stop" signs, at North Lavergne Avenue and West Walton Street (04-01675892);
37	"All-Way Stop" signs, at West Wabansia Avenue and North Laramie Avenue (05-01776671);
37	"All-Way Stop" signs, at West Cortland Avenue and North Long Avenue (05-01109217);
40	"All-Way Stop" signs, at North Paulina Street and West Rascher Avenue (04-02178767);
40	"All-Way Stop" signs, at North Washtenaw Avenue and West Farragut Avenue (05-01567025);
40	"All-Way Stop" signs, at North Hamilton Avenue and West Hood Avenue (05-01564401);
40	"All-Way Stop" signs, at North Lakewood Avenue and West Albion Avenue (05-01945315);
41	"Stop" signs, stopping North Merrimac Avenue for West Estes Avenue (05-01564675);
41	"Stop" signs, stopping North Normandy Avenue for West Hayes Avenue (05-01564915);
43	"Two-Way Stop" signs, stopping North Lakeview Avenue for West Rosalyn Place (04-02051052);

Ward	Type Of Sign And Location
45	"All-Way Stop" signs, at North Major Avenue and West Goodman Street (05-01619925);
49	"All-Way Stop" signs, at North Lakewood Avenue and West Morse Avenue (05-01948117).

ESTABLISHMENT OF WEIGHT LIMITATION ON
PORTION OF NORTH KEATING AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 1, 2005) a proposed ordinance to establish the allowable weight limit for trucks and commercial vehicles on portion of North Keating Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public way between the limits indicated (except for the purpose of delivering or picking up material or merchandise) shall be as follows:

Ward	Location And Limitation
30	North Keating Avenue, from West Cornelia Avenue to West Addison Street -- 5 tons (05-01933942).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred to the Committee (September 1, December 1, 2004, April 6, May 11, June 8, 29, July 27, September 14, October 6, November 1 and 30, 2005) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward

Location

26

Cul-de-sac on West McLean Avenue and South Lawndale Avenue. No City Council action necessary to install tow-away zone signs at the cul-de-sac. Signs are posted (05-00921493).

Parking Prohibited At All Times -- Disabled:

Ward	Location
8	7947 South Dorchester Avenue. Signs are currently installed at this location;
37	1715 North Lorel Avenue. Exceeds amount of disabled parking signs allowed on residential street;
38	4335 North Moody Avenue. Applicant deceased.

Parking Prohibited During Specified Hours:

Ward	Location
20	5516 South Prairie Avenue -- 6:00 P.M. to 11:00 P.M. -- Monday through Saturday and 10:00 A.M. to 3:00 P.M. -- Sunday. Request withdrawn (05-01280714);
47	2017 West Montrose Avenue -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (school days). No City Council action necessary. Signs will be posted (05-01777416).

Loading Zones:

Ward	Location
27	1369 West Grand Avenue, from west of North Noble Street and east of North Elizabeth Street -- 15 minute loading zone with flashing lights -- 9:00 A.M. to 11:00 P.M.. Duplicate of proposal dated June 8, 2005 (05-01000679);

Ward	Location
27	1369 West Grand Avenue -- 15 minute loading zone/tow-away zone with flashing lights -- 9:00 A.M. to 11:00 P.M. -- all days. Request withdrawn by requestor (05-01000943);
30	3005 North Austin Avenue -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:30 A.M. to 6:00 P.M. -- Monday through Friday. This location falls within a no parking/bus stop zone (04-02177380).

Residential Permit Parking:

Ward	Location
36	6501 block of West Wabansia Avenue to 1700 block of North Natchez Avenue -- at all times. Does not meet parking study.

Single Direction:

Ward	Location
35	2800 North Albany Avenue -- southerly. Traffic engineering study indicates proposed one-way change is inconsistent with established one-way pattern for the area (05-01564519).

Miscellaneous Signs:

Ward	Location
17	The south end of the alley line of 7100 South Marshfield Avenue -- "Do Not Enter" signs. No City Council action necessary for warning signs. Requested signs will be posted (05-01933624);
31	The alley of the 4800 block of West Wolfram Street, from the first alley west of North Cicero Avenue to North Lamont Avenue -- "No Thru Traffic" signs. No City Council action necessary for the installation of thru traffic prohibited signs. Signs will be installed (05-01763944);
31	The alley of the 4800 block of West Wolfram Street, from West Diversey Avenue to West George Street -- "No Thru Traffic" signs. No City Council action necessary for the installation of thru traffic prohibited signs. Signs will be installed (05-01764071);
36	1600 block of North Newland Avenue -- "Slow -- Children Playing" signs. No City Council action necessary for the slow -- children playing signs. Signs will be installed (05-01936995);
36	West Bloomingdale Avenue and North Newland Avenue -- "Slow -- Children Crossing" signs. No City Council action necessary for the installation of children crossing signs. Signs will be installed (05-01937234);

Ward	Location
36	West Wabansia Avenue and North Newland Avenue -- "Slow Children Crossing" signs. No City Council action necessary for the installation of slow -- children crossing signs. Signs will be installed (05-01937077).

Traffic Lane Two-Away Zones:

Ward	Location
32	2005 West Armitage Avenue -- 30 minute standing zone with flashing lights -- 6:00 A.M. to 9:00 P.M. -- Monday through Saturday. This location falls within a bus stop or tow-away zone (05-01107849);
32	3341 North Lincoln Avenue -- 15 minute standing zone with flashing lights -- 11:00 A.M. to 10:00 P.M. -- all days. Insufficient data to process request. Alderman's office has been notified (05-00566833);
32	2333 -- 2335 North Western Avenue -- 30 minute standing zone with flashing lights -- 9:00 A.M. to 11:00 P.M. -- all days. Duplicate proposal. Previously recommended on proposal dated June 8, 2005 (05-00566937);
32	1571 North Sheffield Avenue -- 15 minute standing zone with flashing lights -- 5:30 A.M. to 10:00 P.M. -- Monday through Friday; 7:00 A.M. to 10:00 P.M. -- Saturday; and 8:00 A.M. to 9:00 P.M. -- Sunday. This location falls within a bus stop or a tow-away zone (05-00566799);

Ward	Location
32	3515 North Lincoln Avenue -- 15 minute standing zone -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (05-01108022);
38	West Irving Park Road (south side) from North Newcastle Avenue to a point 180 feet west thereof -- at all times. Request withdrawn by requestor (05-01945151).

Traffic Warning "Stop" Signs:

Ward	Location
2	"All-Way Stop" sign, at West Warren Boulevard and North Hoyne Avenue. West Warren Boulevard is a federal aid route. This could jeopardize funding (05-01758711);
2	"All-Way Stop" sign, at West Warren Boulevard and North Washtenaw Avenue. West Warren Boulevard is a federal aid route. This could jeopardize funding (05-01758614);
7	"Stop" sign, stopping east- and westbound traffic on East 76 th Street at South Kingston Avenue. East 76 th Street is an arterial street. Signs are not warranted according to established federal/state standards (05-0885628);

Ward	Location
8	"All-Way Stop" sign, at East 75 th Street and South Constance Avenue. East 75 th Street is an arterial street. Signs are not warranted according to established federal/state standards (05-01613372);
11	"Stop" sign, stopping southbound traffic at South Damen Avenue and West 38 th Street. Duplicate request. Previously passed on June 8, 2005, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 50326 (04-01667805);
11	"Stop" sign, stopping north- and southbound traffic at South Racine Avenue and West 33 rd Street. Duplicate request. Previously passed on May 11, 2005, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 48153 (04-01667816);
11	"Stop" sign, stopping northbound traffic at South Honore Street and West 38 th Street. Duplicate request. Previously passed on June 8, 2005, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 50326 (04-01667824);
24	"Two-Way Stop" sign, for east- and westbound traffic on West Harrison Street at South Kolmar Avenue. West Harrison Street is an arterial street. Signs are not warranted according to established federal/state standards (05-01762017);

Ward	Location
30	“Stop” sign, for the alley between 3300 North Keystone Avenue/North Karlov Avenue at 3348 North Milwaukee Avenue, Y intersection stopping north- and southbound traffic. It is against City policy to install traffic signs in alleys because of safety and maintenance problem (05-01934023);
32	“Stop” sign, for North Kingsbury Street at West Willow Street, stopping north- and southbound traffic on North Kingsbury Street. Request withdrawn (05-01108087);
34	“Stop” sign, at South Elizabeth Street for southbound traffic at West 123 rd Street. Duplicate proposal. Previously passed September 14, 2005 <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 55676. Signs are posted (05-01773932);
37	“Two-Way Stop” sign, for east- and westbound traffic on West Augusta Boulevard at North Lamon Avenue. West Augusta Boulevard is an arterial street. Signs are not warranted according to federal/state standards (05-01776624);
37	“Stop” sign, for northbound traffic on North Long Avenue at West Cortland Street. Duplicate ordinance. “All-Way” is recommended on T&S Number 05-01109217, will pass on January 11, 2006 (05-01109159);
38	“Two-Way Stop” sign, for North Austin Boulevard at West Warwick Avenue. North Austin Boulevard is a federal aid route. This could jeopardize funding (05-01776709).

Amend Parking Prohibited At All Times:

Ward	Location
16	Repeal West 54 th Street, from South Marshfield Avenue to South Ashland Avenue. Request withdrawn by requestor (05-01933506).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
31	Removal of Disabled Parking Permit 18432 located at 2843 North Parkside Avenue. Duplicate ordinance. Proposal passed with Permit Number 18432 on September 14, 2005.

Amend Parking Prohibited During Specified Hours:

Ward	Location
35	Amend parking prohibited during specified hours -- 7:00 A.M. to 9:00 P.M. -- Monday through Friday by striking: "9:00 P.M." and inserting: "5:00 P.M." related to 3250 North Kedzie Avenue. Request withdrawn (05-00920030).

Amend Single Direction:

Ward	Location
35	Removal of single direction for North Francisco Avenue, from West Fullerton Avenue to the first alley north thereof. Duplicate proposal. Proposal previously passed on February 9, 1994 (05-01773985).

Amend Traffic Warning Sign:

Ward	Location
32	Amend "No Left Turn" sign by striking: "6:00 A.M. to 10:00 A.M. and 3:00 P.M. to 7:00 P.M." and inserting: "7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M." related to North Racine Avenue from eastbound West Diversey Parkway. No City Council action necessary for left turn restrictions. Signs will be installed under Title 9 of Code (05-00924629).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

**COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.**

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2006.

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 14, 2005.

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 Austin, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Avis Commercial Anodizing.

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

SECTION 1. Permission and authority are hereby given and granted to Avis Commercial Anodizing, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) sample basin, with steel locking ring as specified by City Code, thirty-six (36) inches in diameter, eight (8) feet in depth, with top being flush with surface of public sidewalk located one (1) foot from building line of premises known as 522 North Western Avenue. Purpose of sample basin is to allow the inspection of the discharge into the public sewer system from the above mentioned company on a twenty-four (24) hour basis. 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. Said privilege has been constructed with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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.

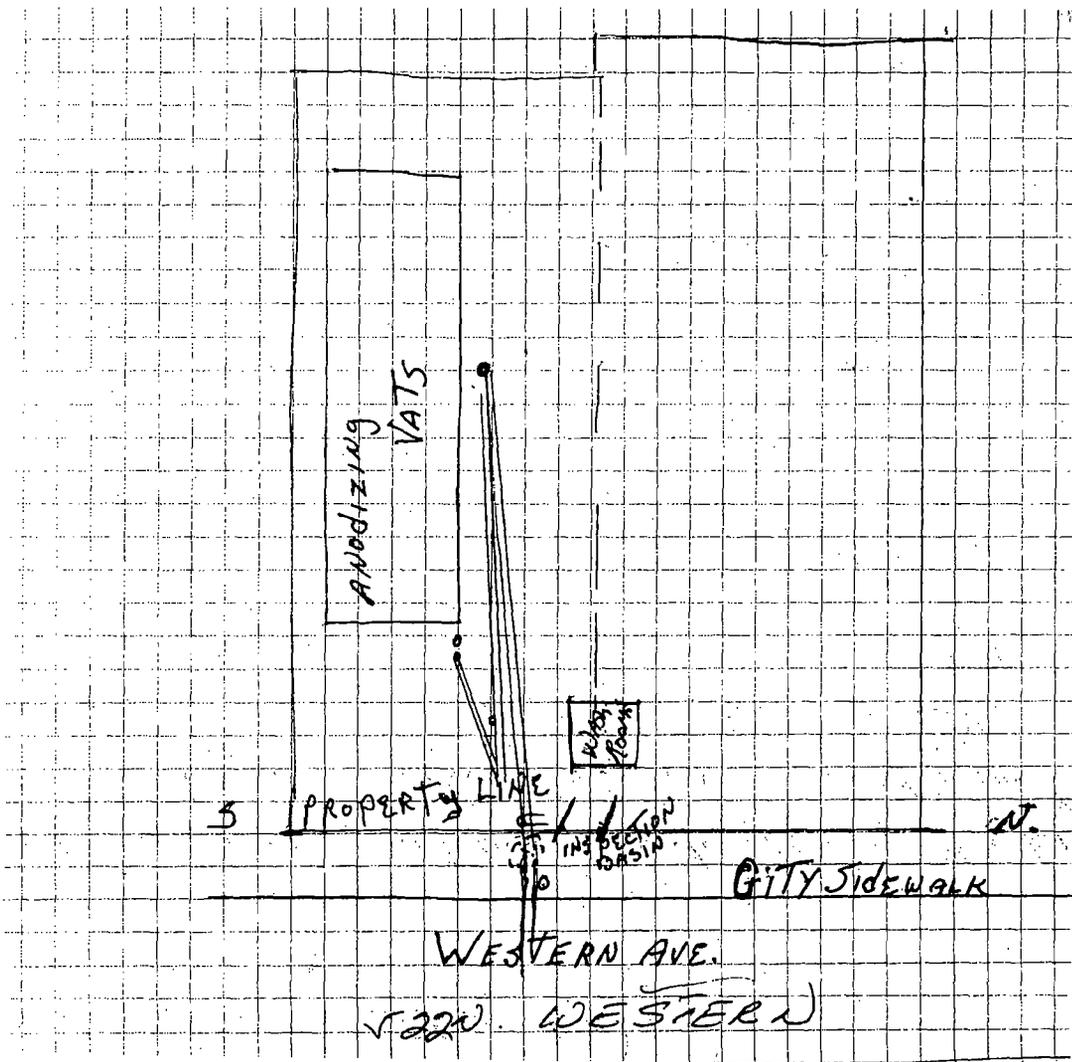
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1044821 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 8, 2005.

[Drawing referred to in this ordinance printed
on page 68172 of this *Journal*.]

Ordinance associated with this drawing printed
on page 68171 of this *Journal*.



The Ballroom, 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 The Ballroom, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, three (3) existing fire escapes over the public right-of-way adjacent to its premises known as 6351 -- 6359 South Cottage Grove Avenue. Said fire escapes shall each measure eighteen (18) feet in length and three (3) feet in width. Fire escapes shall be used for emergency exits. Two (2) fire escapes shall be located along East 64th Street and one (1) fire escape shall be located along the north/south public alley. Fire escapes 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 1040468 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 68174 of this *Journal*.]

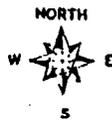
Cagen Management.

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

SECTION 1. Permission and authority are hereby given and granted to Cagen Management, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 68175)

Ordinance associated with this drawing printed on page 68173 of this Journal.

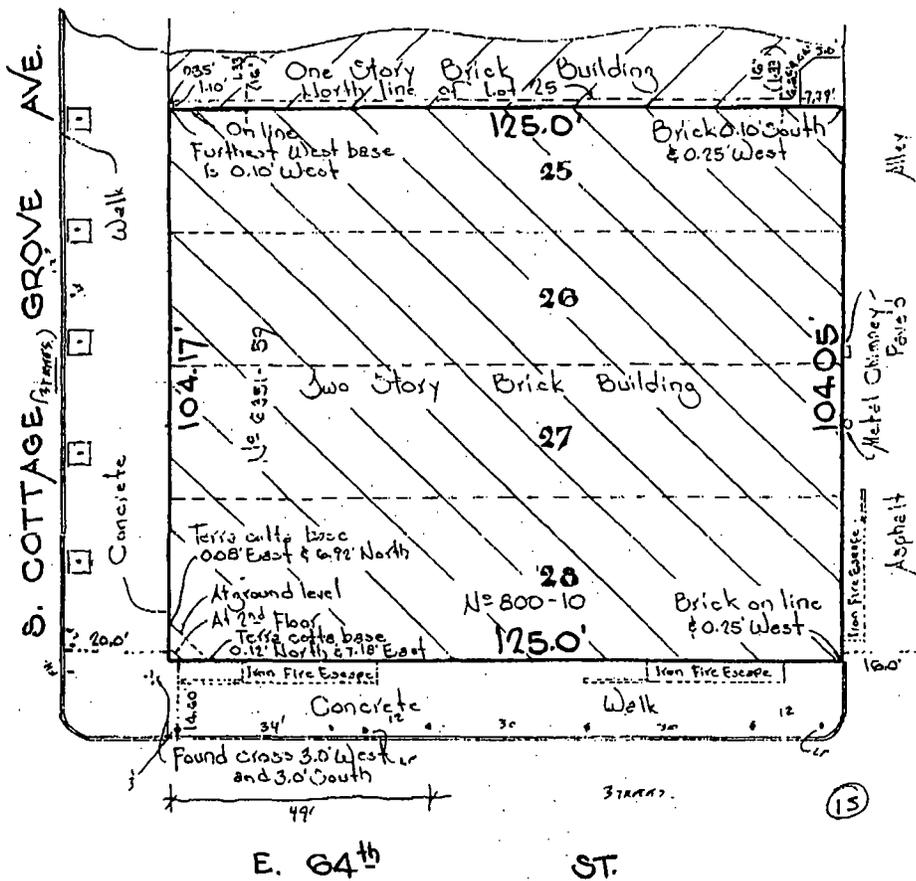


PLAT OF SURVEY

DANIEL J. HAGEDORN
PROFESSIONAL ILLINOIS LAND SURVEYOR
1821 N. HARLEM AVE.
SUITE 107-A
CHICAGO, IL 60607-8737

LOT 25 (EXCEPT THE NORTH 16 INCHES THEREOF) AND ALL OF LOTS 26, 27 AND 28 IN BLOCK 2 IN SNOW AND DICKINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 3 OF WILLIAM MALE THOMPSON'S ADDITION TO CHICAGO, A SUBDIVISION IN THE N.W. 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

TEL: 773-688-0820 FAX: 773-688-8



Scale: 1" = 16'
 Drawn by: G.A. Hagedorn
 Date: 02.08.2001

State of Illinois, County of Cook
 I, Daniel J. Hagedorn, Illinois Land Surveyor hereby certify that I have surveyed the property shown hereon, and that the plat herein shown is a correct representation of said survey.
 August 1, 2002
 Daniel J. Hagedorn
 Registered Professional Land Surveyor

CAUTION
 Carefully compare the descriptions in this plat with your deed, abstract or certificate of title, also examine all parties before building or any other work and AT ALL TIMES report any differences.
 Building lines are shown only when they are so recorded on maps. Other lines refer to your deed or abstract or zoning board.
 A plat may be located after foundation are completed and before to set work in site lot.

(Continued from page 68173)

maintain and use, as now constructed, fifteen (15) balconies projecting over the public right-of-way adjacent to its premises known as 2201 West Wabansia Avenue. Said balconies shall be eight (8) feet in length and five (5) feet in width along North Leavitt Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1045499 herein granted the sum of Seven Hundred Fifty and no/100 Dollars (\$750.00) 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 27, 2005.

[Drawing referred to in this ordinance printed
on page 68176 of this *Journal*.]

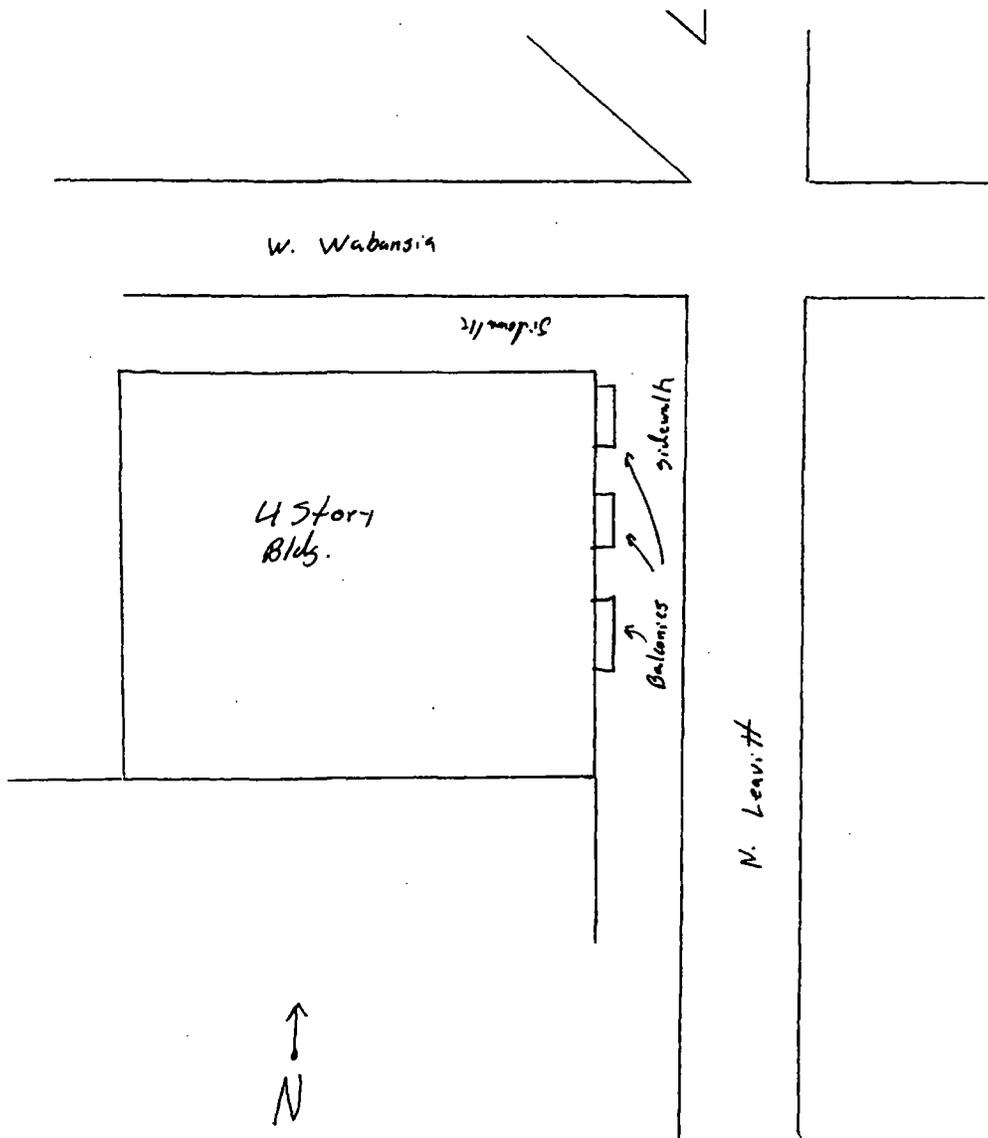
Chicago Mercantile Exchange.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Mercantile Exchange, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, forty (40) bollards with structural steel pipe reinforcing along West Madison Street and West Monroe Street adjacent to its premises known as 30 South Wacker Drive. Said bollards shall be for security purposes two (2) feet back from the face of the curb line. Said bollards shall be one (1) foot, four (4) inches in length and one (1) foot, four (4) inches in

(Continued on page 68177)

Ordinance associated with this drawing printed on pages 68173 through 68175 of this Journal.



(Continued from page 68175)

width and installed at a height of three (3) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1044999 herein granted the sum of One Thousand Six Hundred Seventy-nine and no/100 Dollars (\$1,679.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 13, 2005.

[Drawing referred to in this ordinance printed
on page 68178 of this *Journal*.]

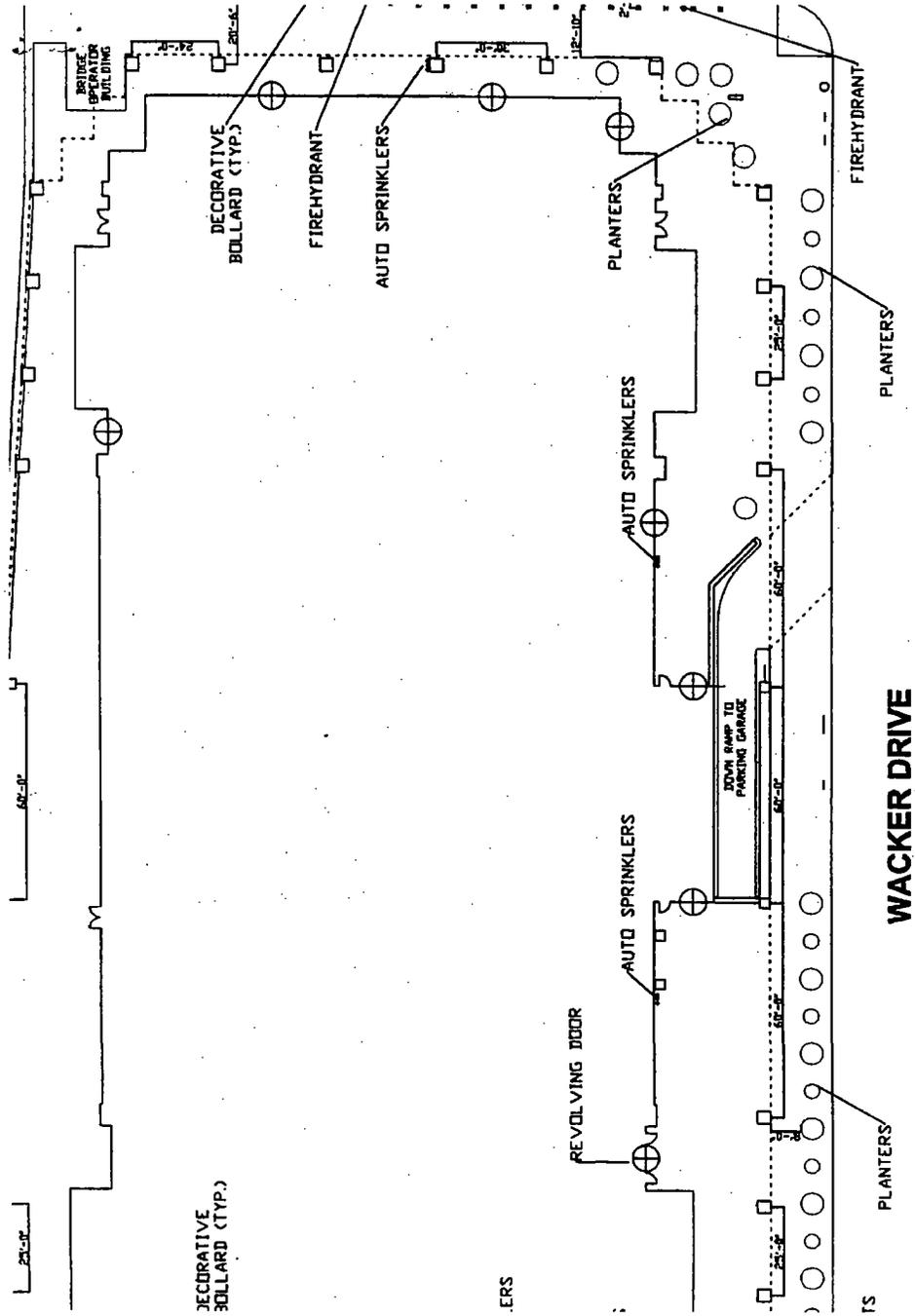
Chicago Theatre.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Theatre, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 175 North State Street. Said sign shall be seventy-five and eight-tenths (75.8) feet in length, twelve (12) feet in width, eighteen (18) feet in depth, to include building supports, and thirty-four (34) feet above grade. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

(Continued on page 68179)

Ordinance associated with this drawing printed on pages 68175 through 68177 of this *Journal*.



(Continued from page 68177)

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 1046918 herein granted the sum of Three Thousand Two Hundred Seventy and no/100 Dollars (\$3,270.00) 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 68180 of this *Journal*.]

Cityfront Hotel Associates Limited Partners.

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

SECTION 1. Permission and authority are hereby given and granted to Cityfront Hotel Associates Limited Partners, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) loading dock truck berths (including installation of any structures or appliances reasonably necessary to operate the same) adjacent to their premises located at 301 East North Water Street. Said loading dock truck berths shall occupy three (3) portions of the public way within the lower North Columbus Drive right-of-way consisting of the following dimensions:

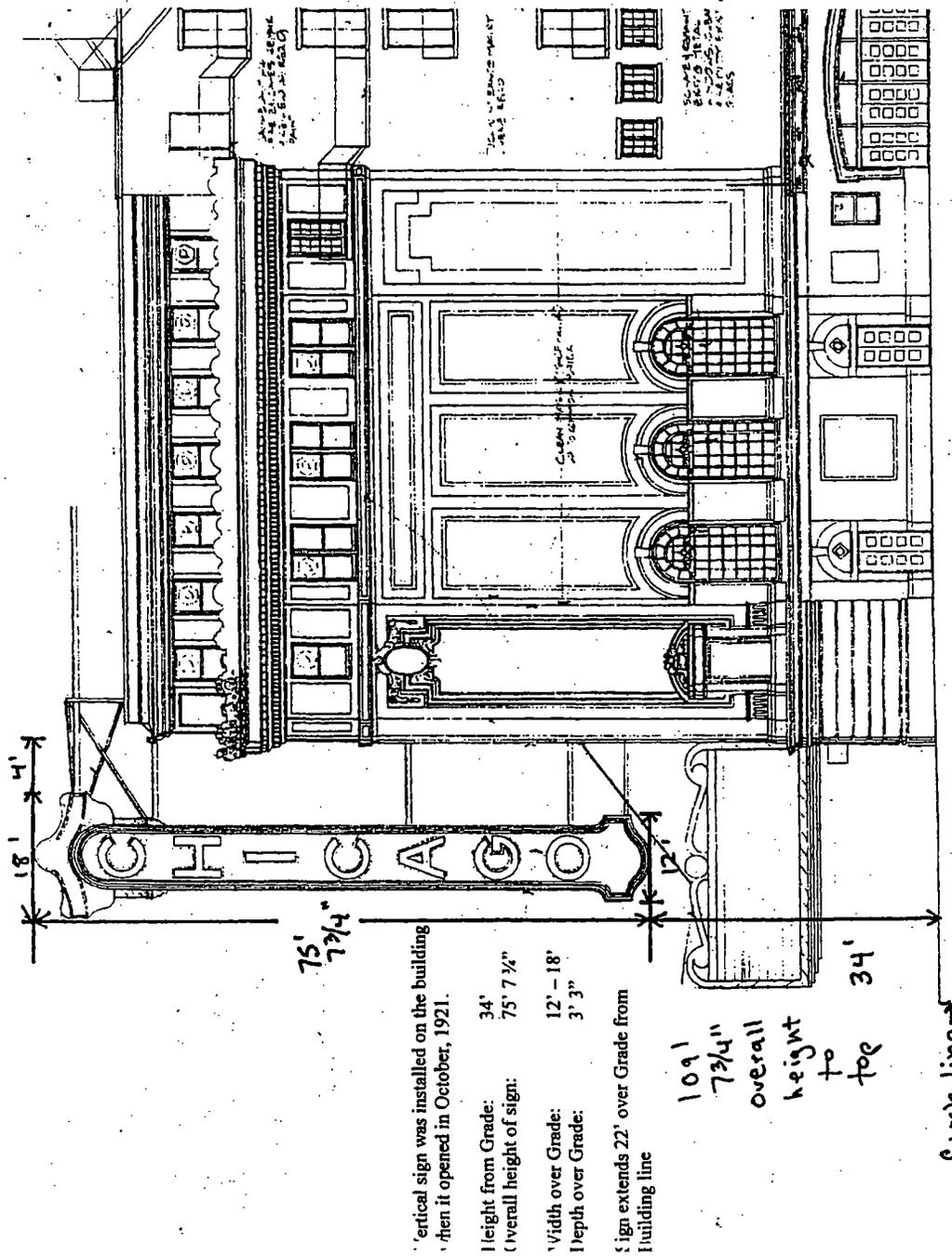
Truck berth (A) shall extend twenty-seven (27) feet in length from the east line of North Columbus Drive and shall be fifty-three (53) feet in width.

Truck berth (B) shall extend twenty-six (26) feet in length from the east line of North Columbus Drive and shall be twenty-nine (29) feet in width.

Truck berth (C) shall extend thirty-eight (38) feet in length from the east line of North Columbus Drive and shall be eleven (11) feet in width.

(Continued on page 68181)

Ordinance associated with this drawing printed on pages 68177 through 68179 of this *Journal*.



(Continued from page 68179)

Total square footage to be occupied shall be two thousand six hundred three (2,603) square feet. Loading dock truck berths have been 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 1044837 herein granted the sum of Ten Thousand Three Hundred Eight and no/100 Dollars (\$10,308.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 14, 2005.

[Drawing referred to in this ordinance printed
on page 68182 of this *Journal*.]

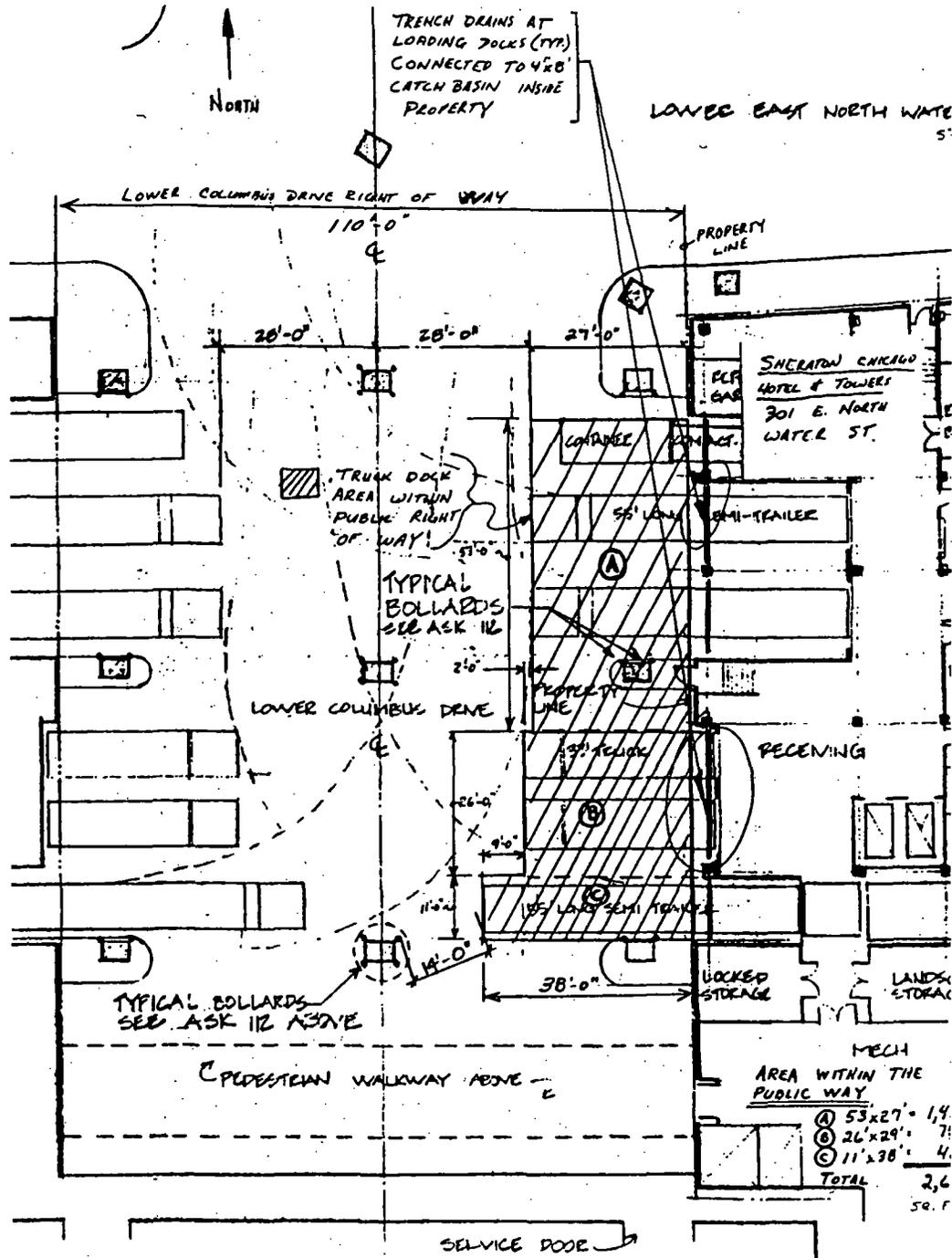
The Clare At Water Tower.
(Balcony)

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

SECTION 1. Permission and authority are hereby given and granted to The Clare At Water Tower, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) balcony projecting over the public right-of-way adjacent to its premises known as 55 East Pearson Street. Said balcony shall be fifty-six and three-tenths (56.3) feet in length and five (5) feet in width

(Continued on page 68183)

Ordinance associated with this drawing printed on pages 68179 through 68181 of this Journal.



(Continued from page 68181)

located along North Wabash Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047064 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 68184 of this *Journal*.]

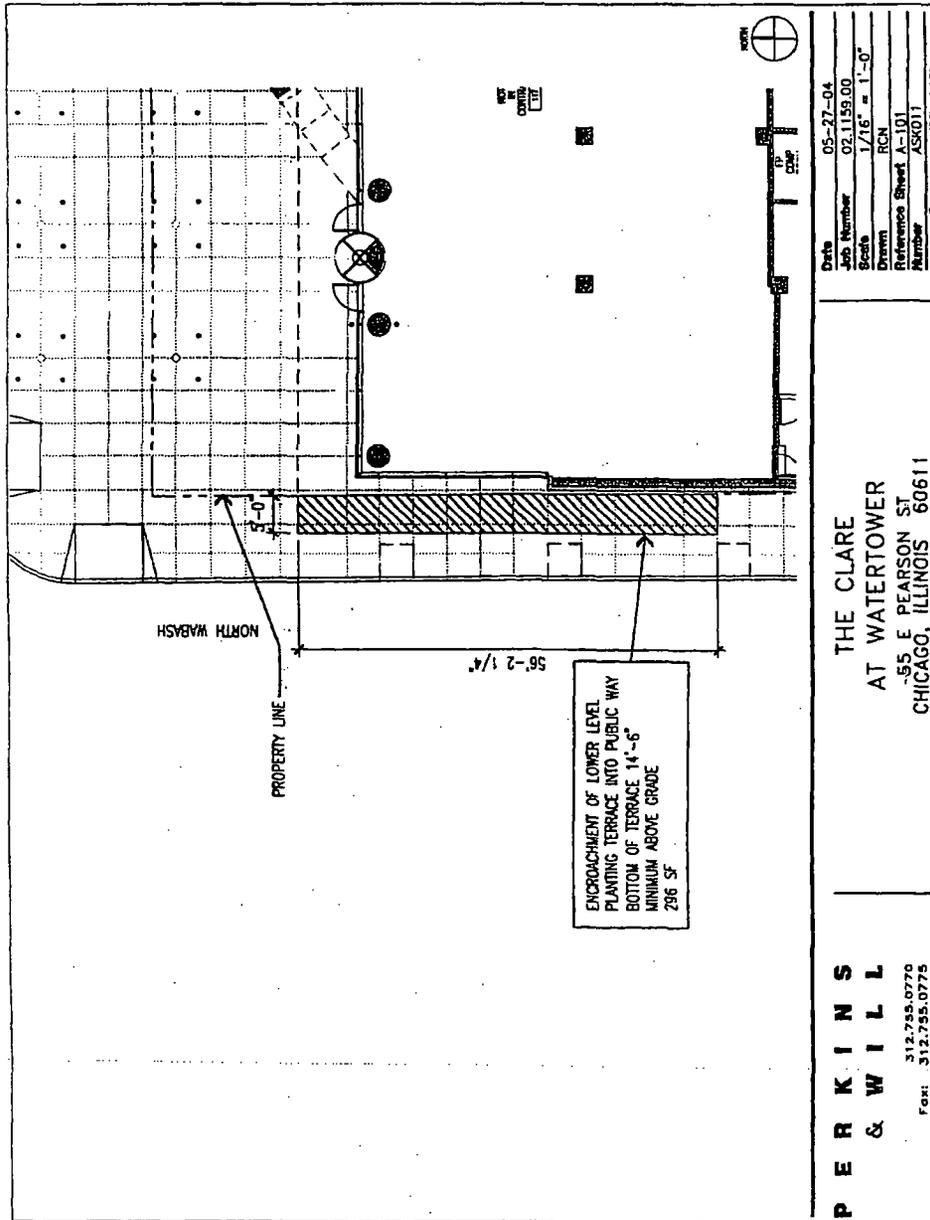
The Clare At Water Tower.
(Grease Separator)

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

SECTION 1. Permission and authority are hereby given and granted to The Clare At Water Tower, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) grease separator under the public right-of-way adjacent to its premises known as 55 East Pearson Street. Said grease separator with inlet, outlet and three (3) manholes to be located below grade shall measure ten (10) feet in length and five (5) feet in width for a total of fifty (50) square

(Continued on page 68185)

Ordinance associated with this drawing printed on pages 68181 through 68183 of this Journal.



(Continued from page 68183)

feet along North Rush Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management.

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 1047066 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 68186 of this *Journal*.]

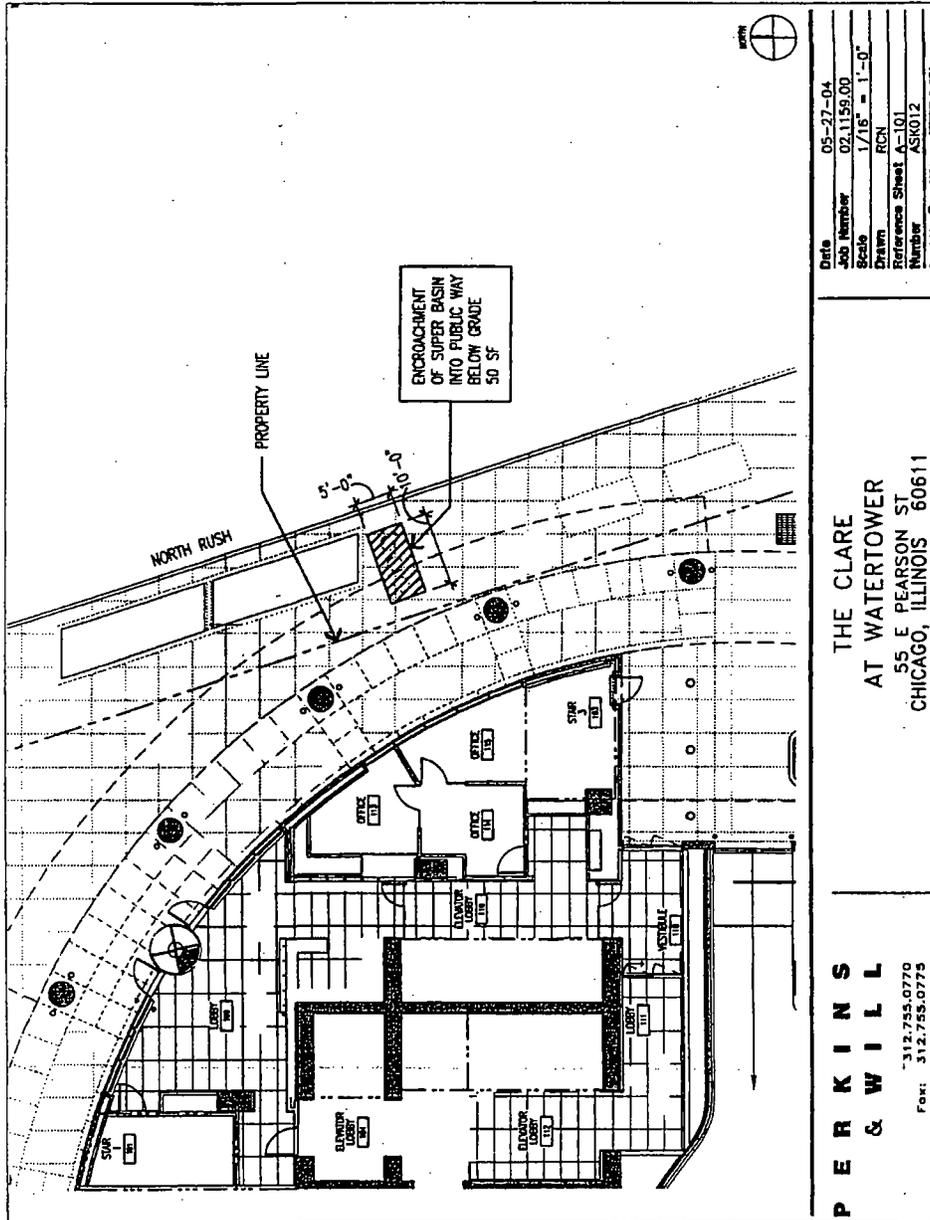
The Clare At Water Tower.
(Structural Metal Canopy)

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

SECTION 1. Permission and authority are hereby given and granted to The Clare At Water Tower, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural metal canopy projecting over the public right-of-way adjacent to its premises known as 55 East Pearson Street. Said structural metal canopy shall be sixty-seven and seven-tenths (67.7) feet in length, six and eight-tenths (6.8) feet in width and fifteen and six-tenths (15.6) feet

(Continued on page 68187)

Ordinance associated with this drawing printed on pages 68183 through 68185 of this *Journal*.



(Continued from page 68185)

above grade located along North Rush Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047065 herein granted the sum of Eight Hundred Eighty-three and no/100 Dollars (\$883.00) 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 68188 of this *Journal*.]

Mr. Willie Cochran.

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Willie Cochran, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) lint tanks under the public right-of-way adjacent to its premises known as 860 East 63rd Street. Said lint tanks shall be two (2) feet in diameter and four (4) feet in depth. Lint tanks are used for plumbing, drainage and sewage helping filter used water from washers before water enters city sewer lines. 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. Said privilege has been constructed in accordance with plans and specifications approved by the Department of Transportation.

(Continued on page 68189)

(Continued from page 68187)

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 1039786 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after December 21, 2004.

[Drawing referred to in this ordinance printed
on page 68190 of this *Journal*.]

Erie Centre Condominium Association.

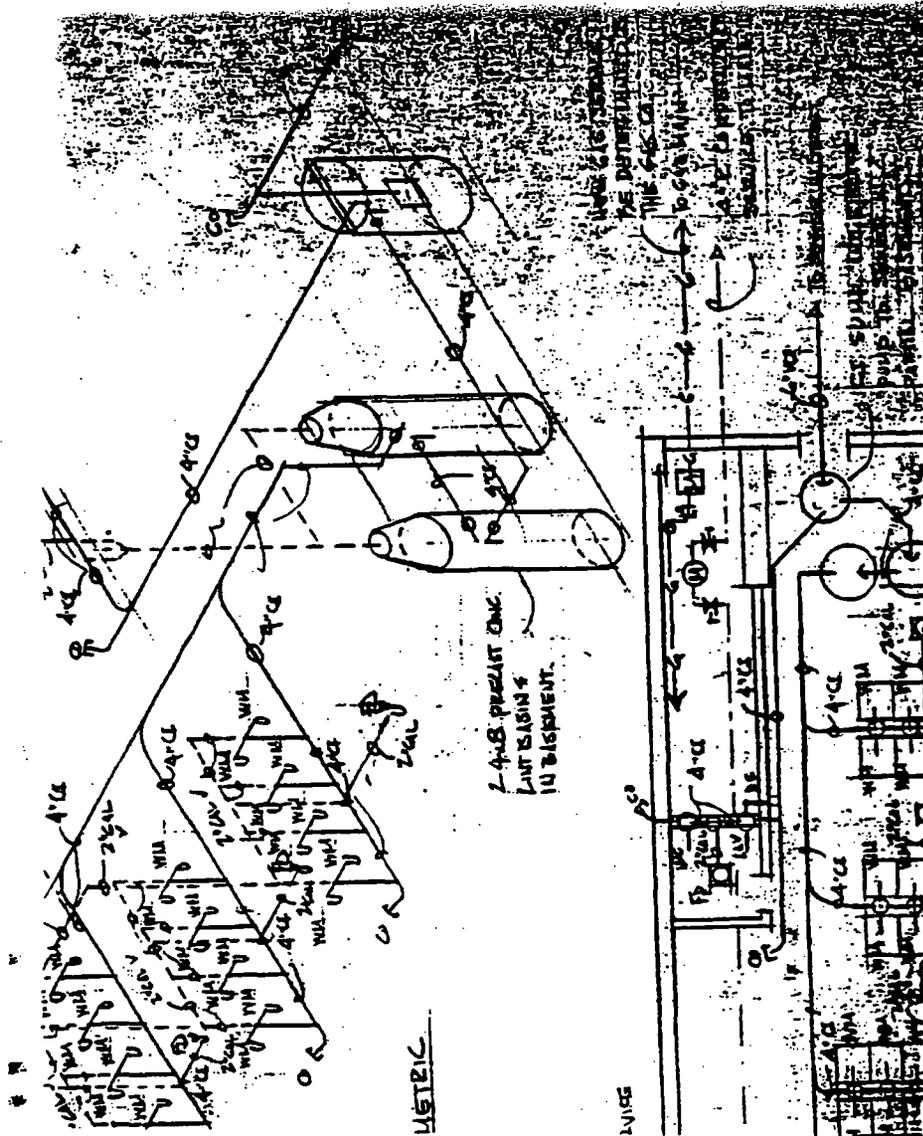
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Erie Centre Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural metal canopy projecting over the public right-of-way adjacent to its premises known as 435 West Erie Street. Said structural metal canopy shall be thirty and eight-tenths (30.8) feet in length, eight (8) feet in width and twelve (12) feet above grade. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 68191)

Ordinance associated with this drawing printed on pages 68187 through 68189 of this Journal.



(Continued from page 68189)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046162 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 68192 of this *Journal*.]

Excalibur Chicago Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Excalibur Chicago Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a wind screen on the public right-of-way adjacent to its premises known as 632 North Dearborn Street. Said wind screen shall be thirty (30) feet in length and ten (10) feet in width for a total of three hundred (300) square feet. Wind screen shall be approximately seven (7) to eight (8) feet in height and located on the west side of the 600 block of North Dearborn Street. Grantee must allow a minimum of nine (9) feet of clear and unobstructed space for pedestrian passage at all times. Wind screen 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.

(Continued on page 68193)

(Continued from page 68191)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047283 herein granted the sum of Four Thousand Eight Hundred Ninety-six and no/100 Dollars (\$4,896.00) 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 68194 of this *Journal*.]

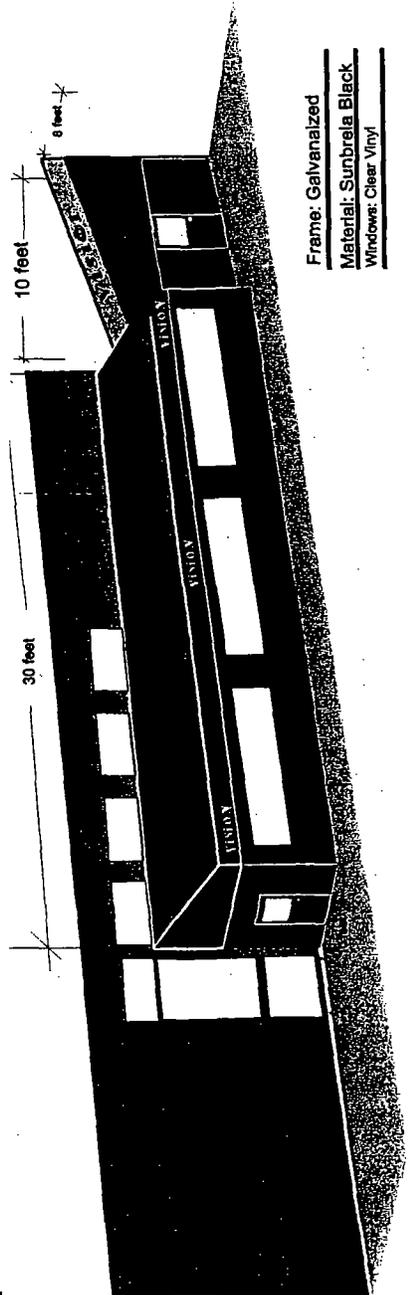
The Fordham Condominium.
(Caisson Bells)

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

SECTION 1. Permission and authority are hereby given and granted to The Fordham Condominium, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) caisson bells under the public right-of-way adjacent to its premises known as 25 East Superior Street. Said caisson bells shall be two (2) at six and three-tenths (6.3) feet in length and ten (10) inches in width located along East Superior Street and two (2) at two and seven-tenths (2.7) feet in length and two (2) inches in width located along North Wabash Avenue. Said caisson bells are ninety (90) feet below grade. On East Superior Street. Caisson bells are three and ten-hundredths (3.10) feet over the property line and on North Wabash Avenue. Caisson bells are three and three-tenths (3.3) feet over the property line. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

(Continued on page 68195)

Ordinance associated with this drawing printed on pages 68191 through 68193 of this *Journal*.



(Continued from page 68193)

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 1046963 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 19, 2005.

[Drawings referred to in this ordinance printed on pages 68196 through 68197 of this *Journal*.]

The Fordham Condominium.
(Manholes)

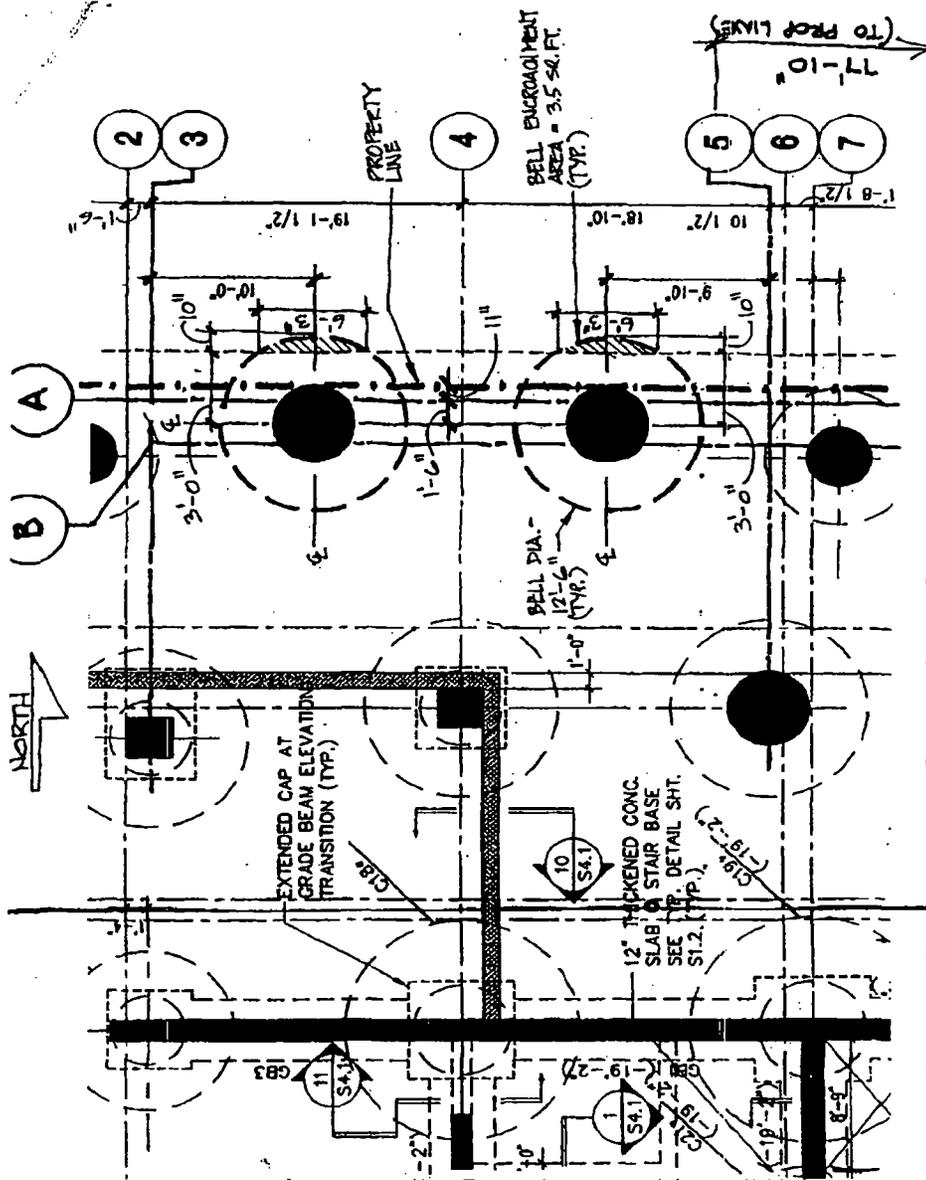
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Fordham Condominium, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) manholes under the public right-of-way adjacent to its premises known as 25 East Superior Street. Said manholes each shall measure four (4) feet in diameter and shall be at a maximum depth of ten (10) feet. Two (2) are located along East Superior Street, one (1) is located along North Wabash Avenue and one (1) is located along East Huron Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 68198)

Ordinance associated with this drawing printed on pages 68193 through 68195 of this *Journal*.



Fordham Tower - Superior Street S C B
Partial Caisson Plan (M/S) June 6, 2000

(Continued from page 68195)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046964 herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) 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 July 19, 2005.

[Drawing referred to in this ordinance printed
on page 68199 of this *Journal*.]

Hershey's Chicago Store.

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

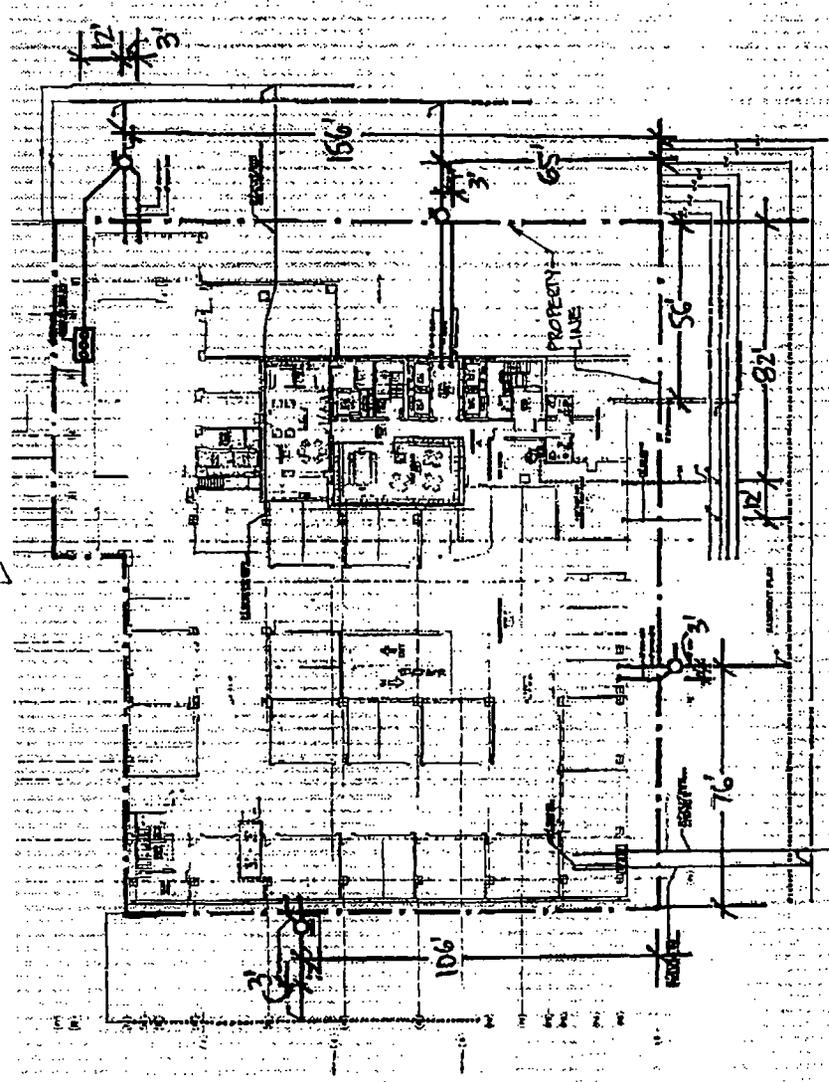
SECTION 1. Permission and authority are hereby given and granted to Hershey's Chicago Store, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 822 North Michigan Avenue. Said sign shall be twenty (20) feet in length and approximately three (3) feet in width for a total of sixty (60) square feet suspended thirty-one (31) feet above grade along East Pearson Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

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 1046849 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 68200)

Ordinance associated with this drawing printed on pages 68195 through 68198 of this *Journal*.



Fordham Tower
Underground Plumbing (MRS)
S C B
June 6, 2000

(Continued from page 68198)

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 68201 of this *Journal*.]

Lakeshore East Master Association.

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

SECTION 1. Permission and authority are hereby given and granted to Lakeshore East Master Association, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use two (2) planters in the public right-of-way for beautification purposes adjacent to its premises known as 201 North West Shore Drive. Said planters shall measure one (1) at seventy (70) feet in length and six and five-tenths (6.5) feet in width and one (1) at thirty-five (35) feet in length and six and five-tenths (6.5) feet in width. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1045555 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.

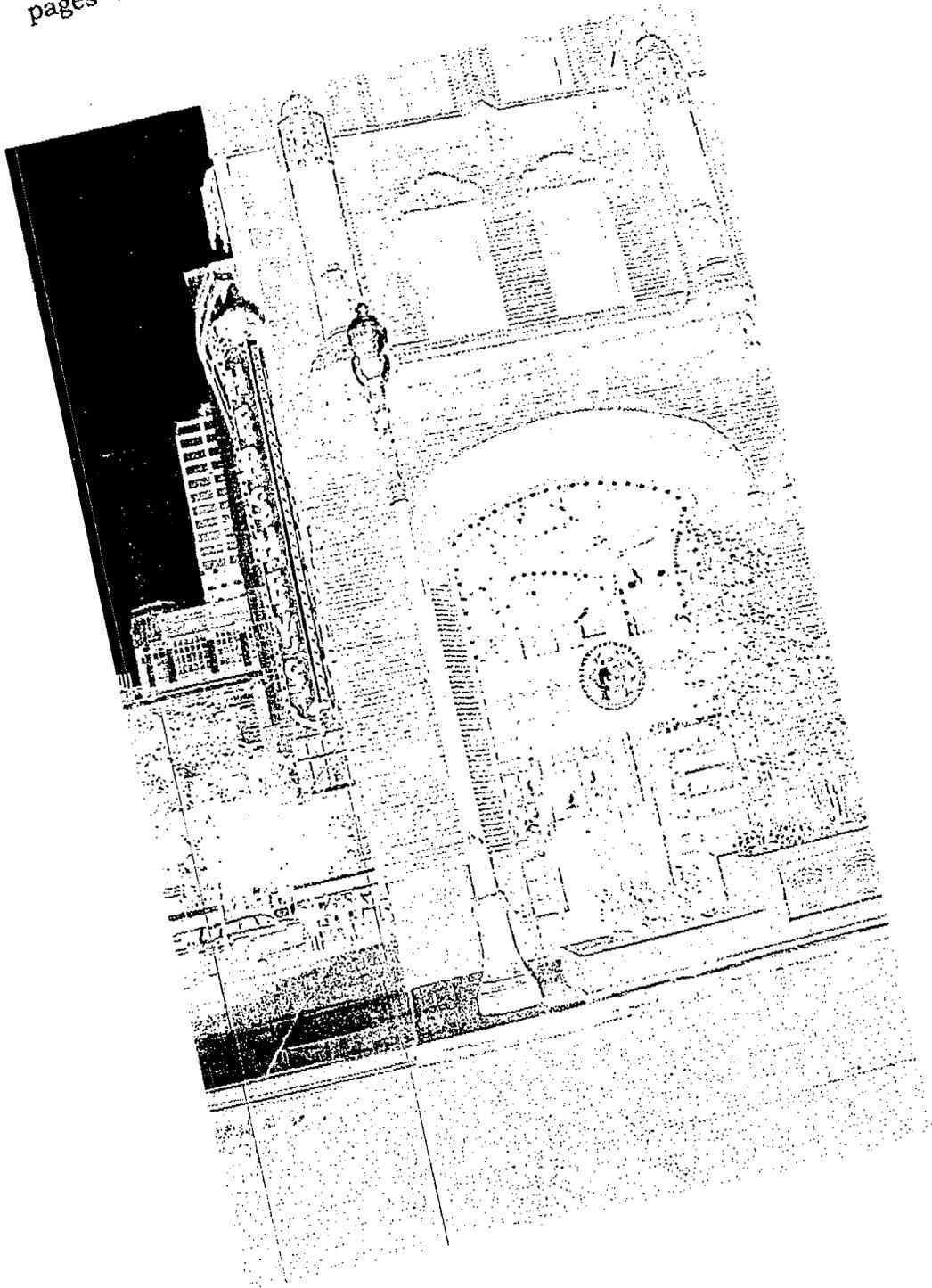
[Drawing referred to in this ordinance printed
on page 68202 of this *Journal*.]

1/11/2006

REPORTS OF COMMITTEES

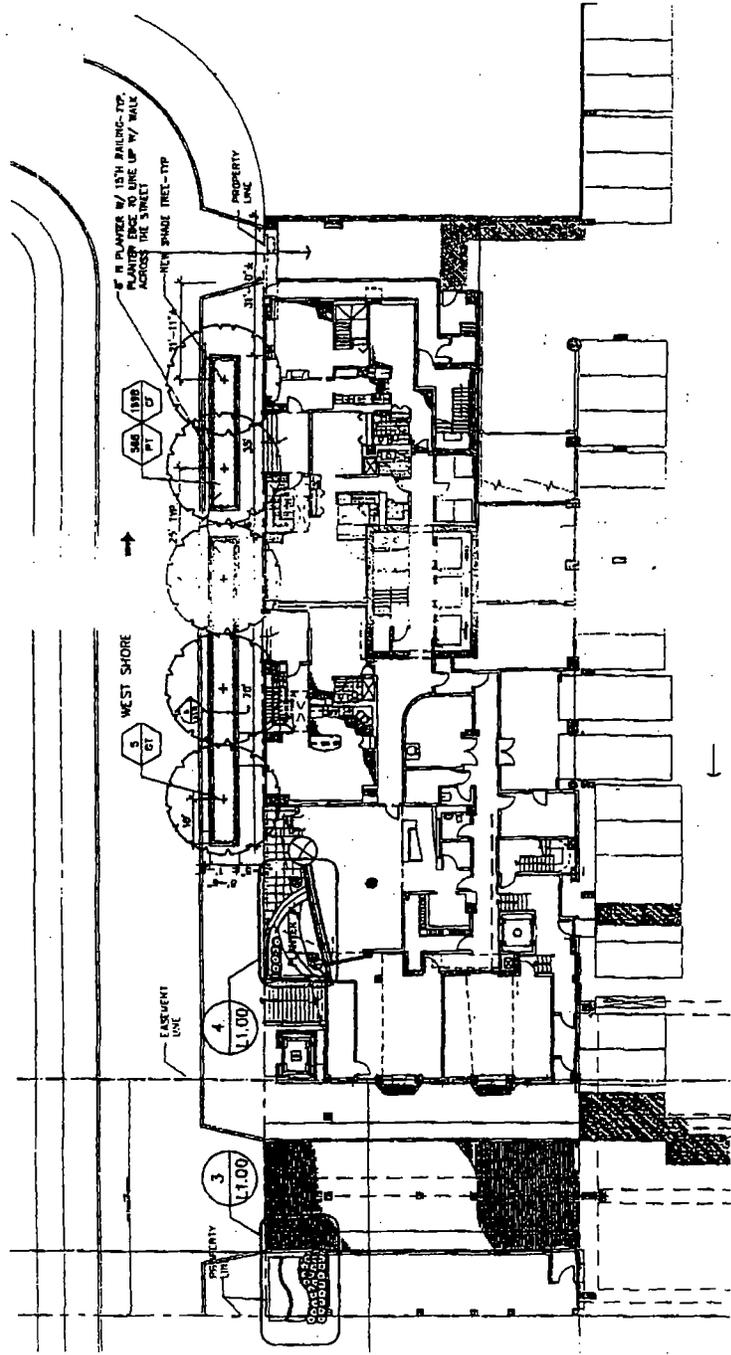
68201

Ordinance associated with this drawing printed on pages 68198 through 68200 of this Journal.



Ordinance associated with this drawing printed on page 68200 of this *Journal*.

201 N. WESTSHORE
LANCASTER
9-30-05



1 FIRST FLOOR PLANTING PLAN
1/16"=1'-0"

LaSalle Wacker, 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 LaSalle Wacker, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) pipe lines. One (1) sixteen (16) inch steel insulated intake water pipe and one (1) fourteen (14) inch steel insulated discharge water pipe under the lower level of West Wacker Drive, beginning at a point on the south line of lower West Wacker Drive approximately one hundred five (105) feet east of North LaSalle Street, thence running approximately one hundred-thirty-five (135) feet northerly to the south bank of the Chicago River, to be used for the purpose of obtaining water from and returning to the Chicago River for serving the condenser of the air-conditioning unit used within the building located at 221 North LaSalle Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046972 herein granted the sum of Two Thousand Three Hundred Thirty-three and no/100 Dollars (\$2,333.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

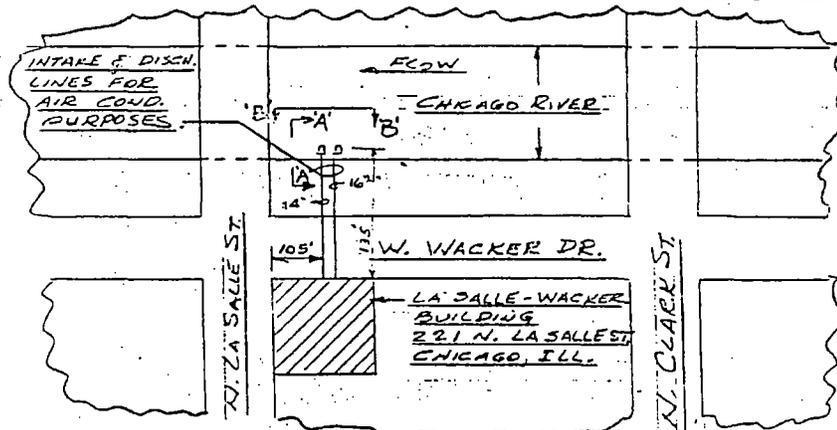
Authority herein given and granted for a period of five (5) years from and after September 17, 2004.

[Drawing referred to in this ordinance printed
on page 68204 of this *Journal*.]

Ordinance associated with this drawing printed on page 68203 of this Journal.

KROESCHELL ENGINEERING CO.

SOURCE: CHICAGO STREET MAP



PLOT PLAN

0 100 200 300
SCALE OF FEET

PROPOSED AIR COND.
 PIPING FOR
 LA SALLE-WACKER BLDG.
 FROM CHICAGO RIVER
 AT 221 N. LA SALLE ST.
 COUNTY OF COOK
 STATE OF ILLINOIS
 APPLICATION BY
 THE LURIE CO.

REV. 5-6-69 1-29-69 SMT. 1082

National Casein Company.

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

SECTION 1. Permission and authority are hereby given and granted to National Casein Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) elevated pedestrian bridge over and across the public right-of-way adjacent to its premises known as 601 -- 619 West 80th Street. Said bridge shall measure twenty-five (25) feet in length and fourteen (14) feet in width at a height of seventeen (17) feet above grade. Said bridge to be used to load and unload railroad cars. 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. Said privilege has been constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1044749 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 12, 2005.

[Drawing referred to in this ordinance printed
on page 68206 of this *Journal*.]

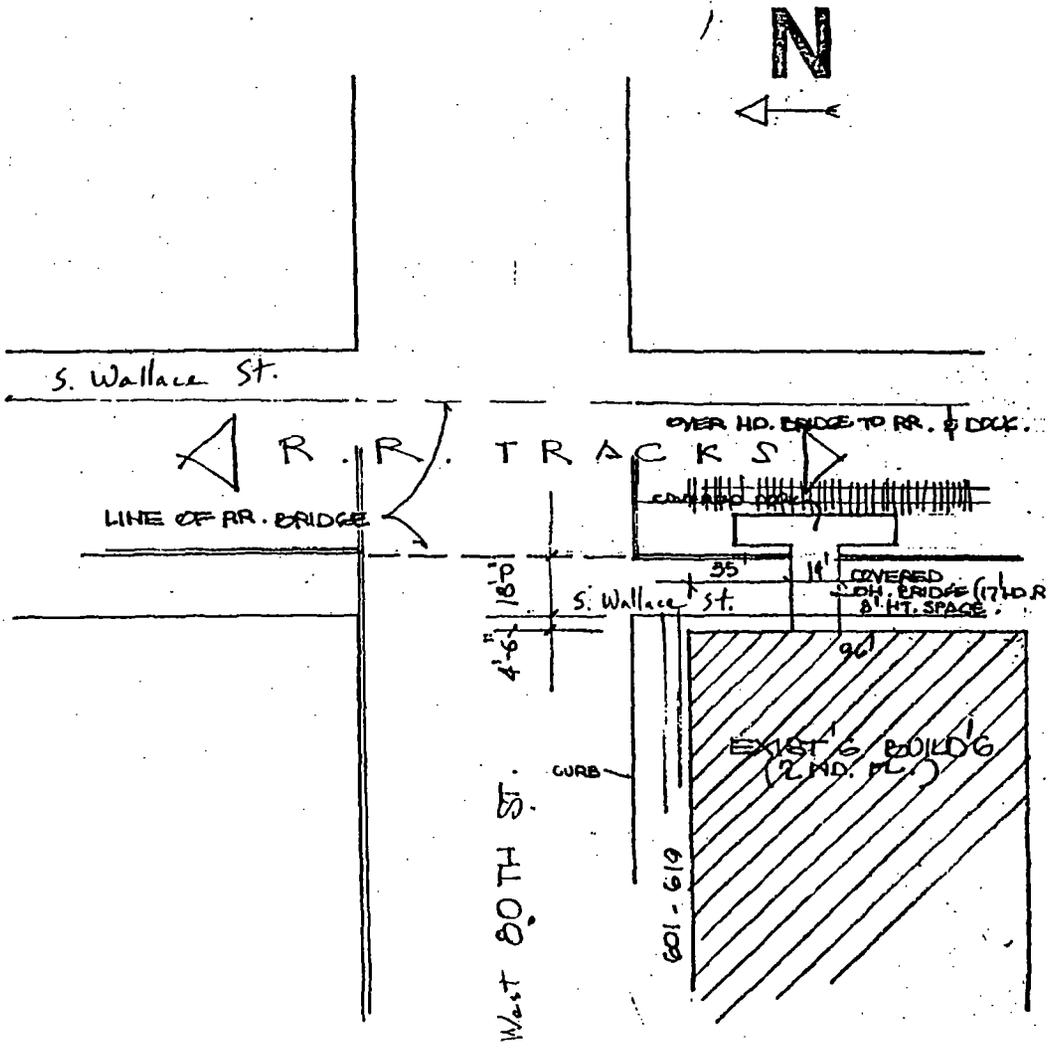
OCWEN Number 1 L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to OCWEN Number 1 L.L.C., upon the terms and subject to the conditions of this ordinance,

(Continued on page 68207)

Ordinance associated with this drawing printed on page 68205 of this Journal.



(Continued from page 68205)

to construct, install, maintain and use four (4) balconies projecting over the public right-of-way adjacent to its premises known as 1003 -- 1021 North Dearborn Street. Said balconies each shall measure twenty-one and six-tenths (21.6) feet in length, four (4) feet in width located on the second (2nd) and third (3rd) floors with at least twelve and two-tenths (12.2) feet of clearance from grade. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046873 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 date of passage.

[Drawing referred to in this ordinance printed
on page 68208 of this *Journal*.]

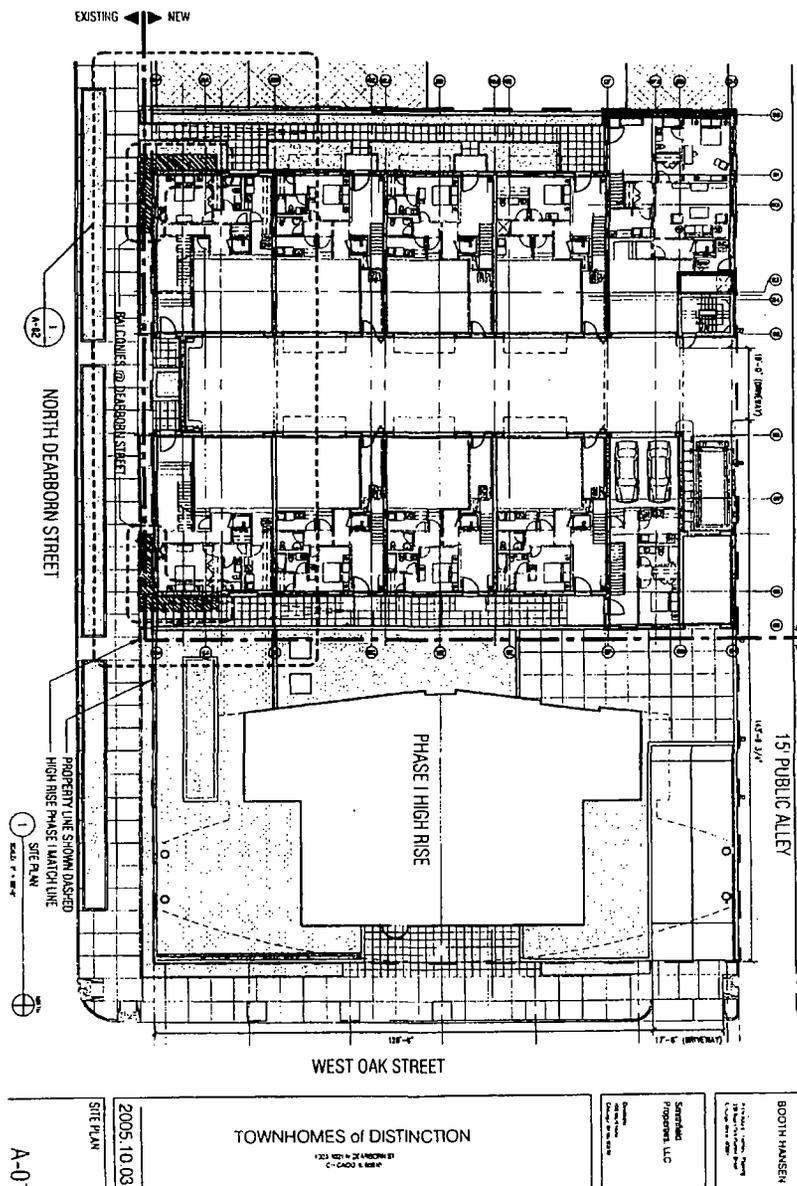
Mr. Scott Peterson.

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

SECTION 1. Permission and authority are hereby given and granted to Scott Peterson, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an inspection manhole in the public right-

(Continued on page 68209)

Ordinance associated with this drawing printed on pages 68205 through 68207 of this *Journal*.



(Continued from page 68207)

of-way adjacent to its premises known as 4551 West Adams Street. Said manhole shall be seven (7) feet in depth and be standard size for the purpose of inspection by the Metropolitan Sanitary District. Manhole 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 1044249 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 April 15, 2005.

[Drawing referred to in this ordinance printed
on page 68210 of this *Journal*.]

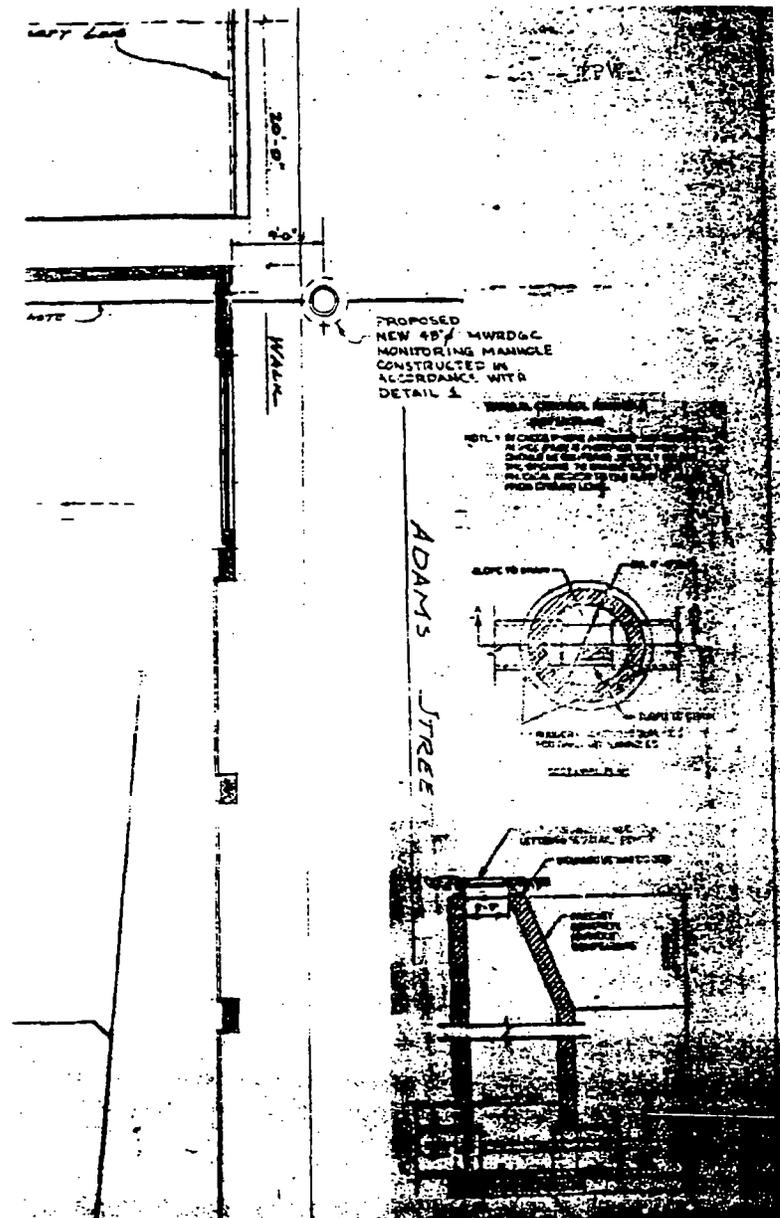
Principal Life Insurance Company.

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

SECTION 1. Permission and authority are hereby given and granted to Principal Life Insurance Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) areaways which shall be located directly beneath the walkway adjacent to its premises known as 913 West North Avenue. One of these areaways will be used by Commonwealth Edison for mechanical equipment and measure fifteen (15) feet in length and eleven (11)

(Continued on page 68211)

Ordinance associated with this drawing printed on pages 68207 through 68209 of this *Journal*.



(Continued from page 68209)

feet in width along North Sheffield Avenue. The other will be used for a water pump and meter along North Sheffield Avenue and measure sixteen (16) feet in length and eleven (11) feet in width. The top of these walkways will be at sidewalk level and covered over by a metal grille for air intake and access purposes. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047107 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after November 1, 2005.

[Drawing referred to in this ordinance printed
on page 68212 of this *Journal*.]

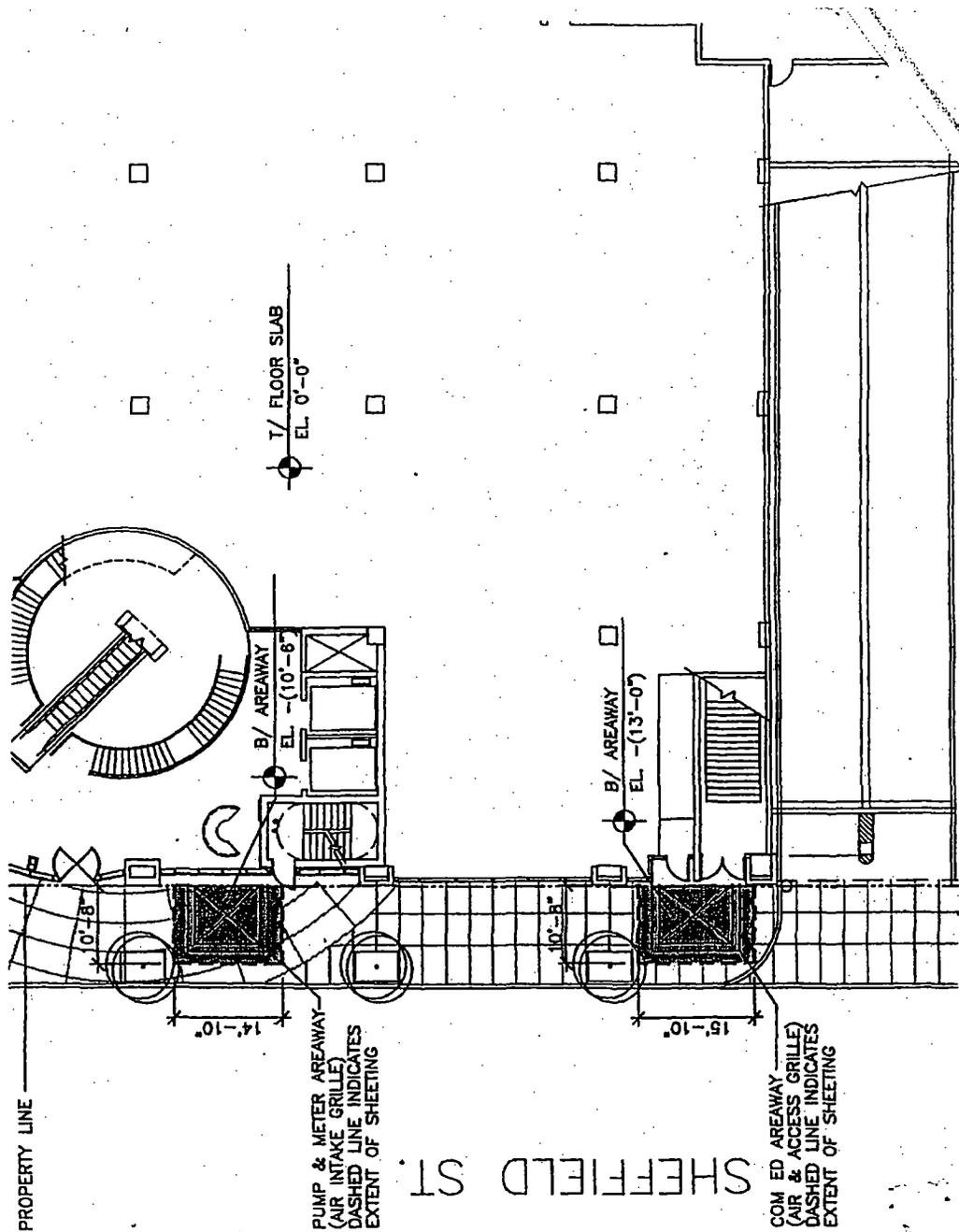
River East Plaza.

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

SECTION 1. Permission and authority are hereby given and granted to River East Plaza, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural metal canopy projecting over the public right-of-way adjacent to its premises known as 435 East Illinois Street.

(Continued on page 68213)

Ordinance associated with this drawing printed on pages 68209 through 68211 of this *Journal*.



(Continued from page 68211)

Said structural metal canopy shall measure one hundred sixteen (116) feet in length and fourteen (14) feet in width for a total of one thousand six hundred twenty-four (1,624) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046844 herein granted the sum of Three Thousand Eight Hundred Ninety-eight and no/100 Dollars (\$3,898.00) 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 68214 of this *Journal*.]

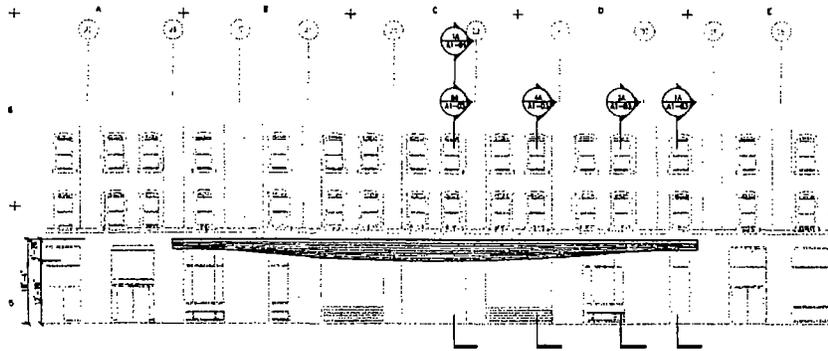
Saint Elizabeth Hospital.

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

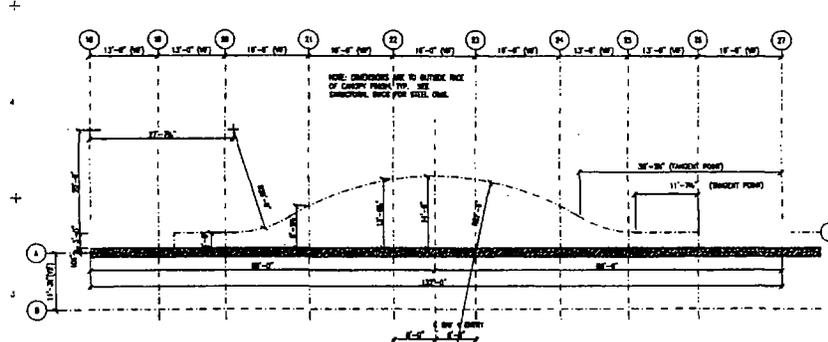
SECTION 1. Permission and authority are hereby given and granted to Saint Elizabeth Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) five (5) foot concrete trench constructed of reinforced concrete adjacent to its premises known as 1431 North Claremont Avenue. Enclosed within said trench shall be one (1) four (4) inch cold

(Continued on page 68215)

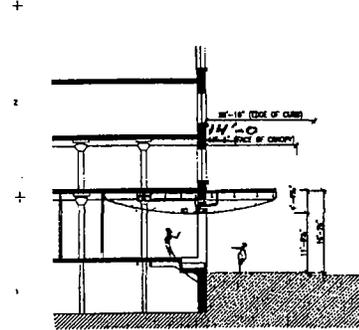
Ordinance associated with this drawing printed on pages 68211 through 68213 of this *Journal*.



5A CANOPY ELEVATION
SCALE: 3/32" = 1'-0"



3A CANOPY GEOMETRY
SCALE: 3/32" = 1'-0"



1A BUILDING SECTION
SCALE: 3/32" = 1'-0"

(Continued from page 68213)

water pipe, a one and one-half (1½) inch condensate return, one (1) three (3) inch steam line and one (1) six (6) inch chilled water return pipe. Also located under the above mentioned supply pipe line shall be twelve (12) electrical conduits located in the same trench crossing at North Claremont Avenue. Said trench shall be located under and across North Claremont Avenue at a point two hundred ninety-two (292) feet south of the south line of West Le Moyne Street, a distance of sixty-six (66) feet under the public way. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

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 1047286 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 12, 2005.

[Drawing referred to in this ordinance printed
on page 68216 of this *Journal*.]

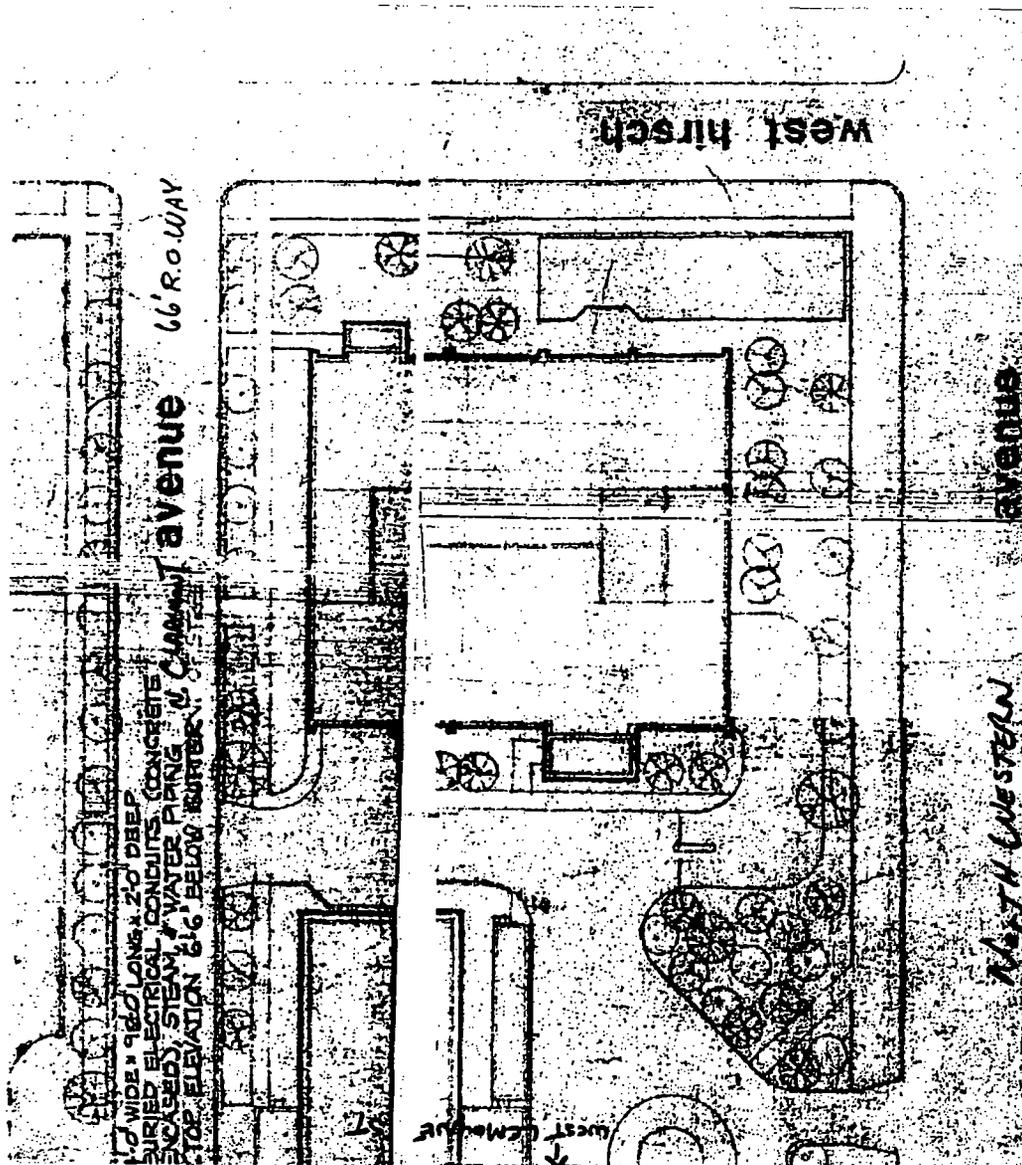
Shoreham Development Group L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Shoreham Development Group L.L.C., upon the terms and subject to the conditions

(Continued on page 68217)

Ordinance associated with this drawing printed on pages 68213 through 68215 of this *Journal*.



(Continued from page 68215)

of this ordinance, to construct, install, maintain and use three (3) planters in the public right-of-way for beautification purposes adjacent to its premises known as 400 East South Water Street. Said planters shall measure one (1) at sixty (60) feet in length and six and six-tenths (6.6) feet in width, one (1) at twenty-five (25) feet in length and six and six-tenths (6.6) feet in width and one (1) at fifteen (15) feet in length and six and six-tenths (6.6) feet in width. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1045557 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 68218 of this *Journal*.]

*Special Service Area Number 26/
Edgewater Chamber Of Commerce.*

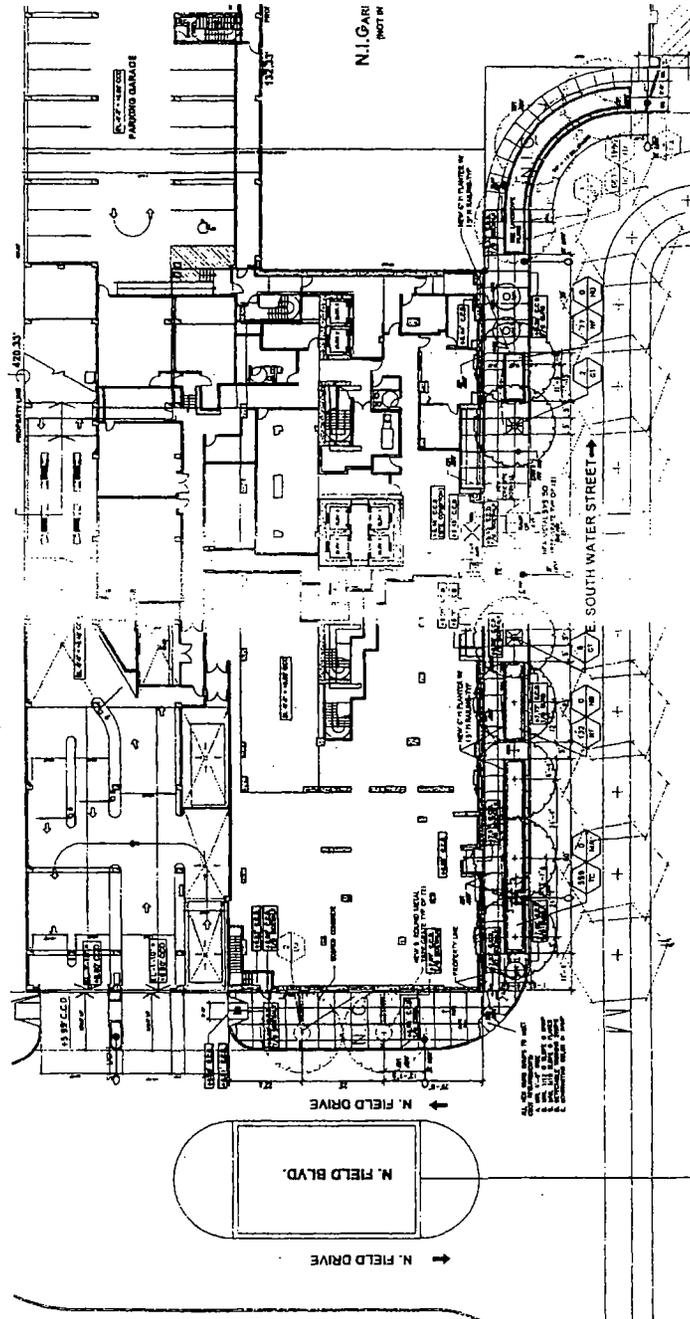
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Special Service Area Number 26/Edgewater Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use

(Continued on page 68219)

Ordinance associated with this drawing printed on pages 68215 through 68217 of this Journal.

400 E. SOUTH WATER
SHOREHAM
9.30.05



ALL N.I.C. ITEMS ARE PREVIOUSLY PROVIDED
IN L.S.E. INFRASTRUCTURE CONTRACT

- 1. THE N.I.C. ITEMS ARE PREVIOUSLY PROVIDED IN L.S.E. INFRASTRUCTURE CONTRACT.
- 2. THE N.I.C. ITEMS ARE PREVIOUSLY PROVIDED IN L.S.E. INFRASTRUCTURE CONTRACT.
- 3. THE N.I.C. ITEMS ARE PREVIOUSLY PROVIDED IN L.S.E. INFRASTRUCTURE CONTRACT.
- 4. THE N.I.C. ITEMS ARE PREVIOUSLY PROVIDED IN L.S.E. INFRASTRUCTURE CONTRACT.
- 5. THE N.I.C. ITEMS ARE PREVIOUSLY PROVIDED IN L.S.E. INFRASTRUCTURE CONTRACT.



1/16" = 1'-0"

1 FIRST FLOOR PLAN
1/16" = 1'-0"

(Continued from page 68217)

one (1) park bench on the public right-of-way adjacent to its premises known as 5853 North Broadway. Said metal bench shall be six (6) feet in length, one (1) foot, four (4) inches in width and two (2) feet in height. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

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 1046553 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 68220 of this *Journal*.]

Subway.

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

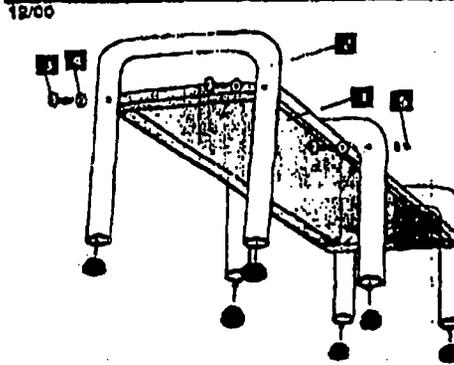
SECTION 1. Permission and authority are hereby given and granted to Subway, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1020 West Belmont Avenue. Said sign shall project nine (9) feet over and two (2) feet in height for a total of eighteen (18) square feet. Said sign shall

(Continued on page 68221)

Ordinance associated with this drawing printed on pages 68217 through 68219 of this Journal.

DESIGN CONFIGURATION TO BE USED

Metal-Form



**ASSEMBLY DIAGRAM,
INSTRUCTIONS AND
PARTS LIST FOR
MF2045 AND MF2046
EXTENDA BENCHES.**

Part List:

ITEM NO.	DESCRIPTION	WEIGHT	QTY
1	SEAT	30	1
2	FRONT LEGS	32	2
3	2" x 2" BOLTS		4
4	3/8" NUTS		4
5	2" LOCK WASHERS		4
6	2" LOCK WASHERS		4
7	2" ASSEMBLY WRENCH		1

NOTE:

1) SEE DRAWING FOR DIMENSIONS AND MATERIAL SPECIFICATIONS.
2) SEE DRAWING FOR DIMENSIONS AND MATERIAL SPECIFICATIONS.



Windmill Metal Forms
Metal Form Division
P.O. Box 1840
Wausau, WI 54432-1840
Ph: 800 448-0070
Fax: 715 255-4077
www.windmillforms.com

715-528-9438

NOTE: MF2045 USES 4 80.15.0 WASHERS 4-NUTS
MF2046 USES 1/2" OF ABOVE

Size: 24" x 18" x 21" Nominal (24" x 18" x 21" - DIMENSIONS)
Weight: 41 lbs (41 lbs - DIMENSIONS)
Construction: 11 Gauge Perforated Steel
Standards Features: Framework 2" Diameter 12 Gauge Galvanized Tube
Metal Armor Coating - With U.V. Inhibitors on Finish -
Welded Security Mesh Bolts -
Based On Polymer Powder Coat on Framework
Color Options: Powder Yellow Green Brown Red Blue Black Gray
Framework Gray Sand Black Silver
Other Options: Network (does not include contact Metal Form for options)
Fastening Anchoring Kit Available From Metal Form
3 Years - 10 Years Plastic Coated Finishes
3 Years - 10 Years - 10 Years

(Continued from page 68219)

be twelve (12) feet above grade. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

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 1047359 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

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 68222 of this *Journal*.]

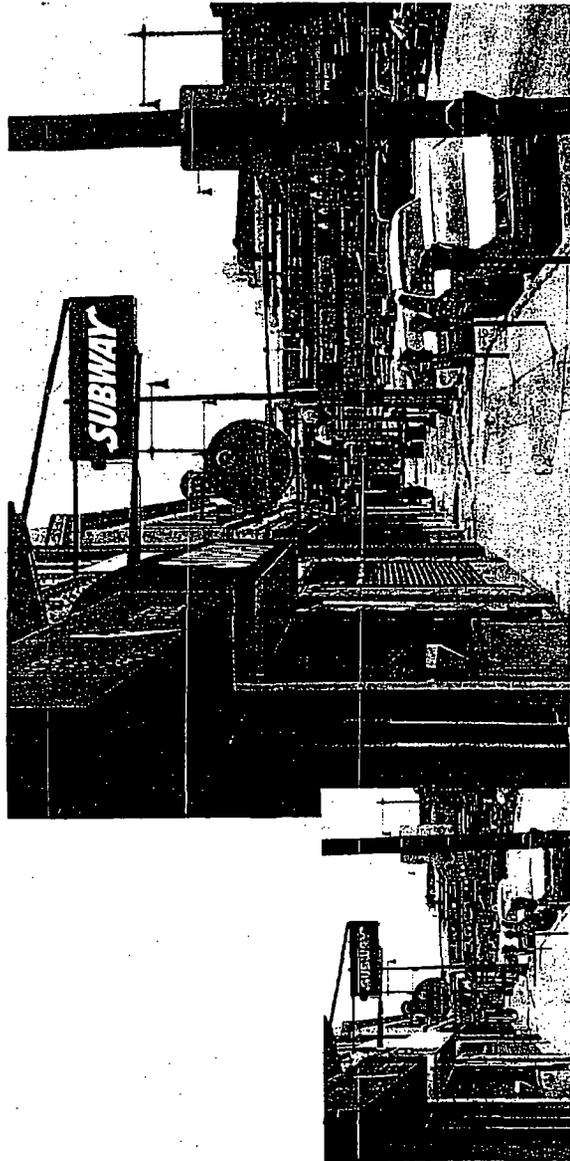
Vland Chicago Canal L.L.C.

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

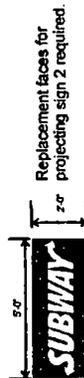
SECTION 1. Permission and authority are hereby given and granted to Vland Chicago Canal L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1130 South Canal Street. Said sidewalk planters shall each measure forty-two (42) feet in length and five and six-tenths (5.6) feet in width. Planters shall have a height of two (2) feet and will be at least ten (10) feet apart from each other. Raised sidewalk planter shall have trees and landscaping within. Grantee must allow six

(Continued on page 68223)

Ordinance associated with this drawing printed on pages 68219 through 68221 of this *Journal*.



Recover existing illuminated awning



Replacement faces for projecting sign 2 required.



#6371
1020 W Belmont
Chicago

Approved By _____
 Printed Name _____
 Date _____

P2
8/4/05
TS

1830 N. 32nd Ave.
Stone Park, IL 60165
708-343-7446
Fax 708-343-9878



(Continued from page 68221)

(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 1047453 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 68224 of this *Journal*.]

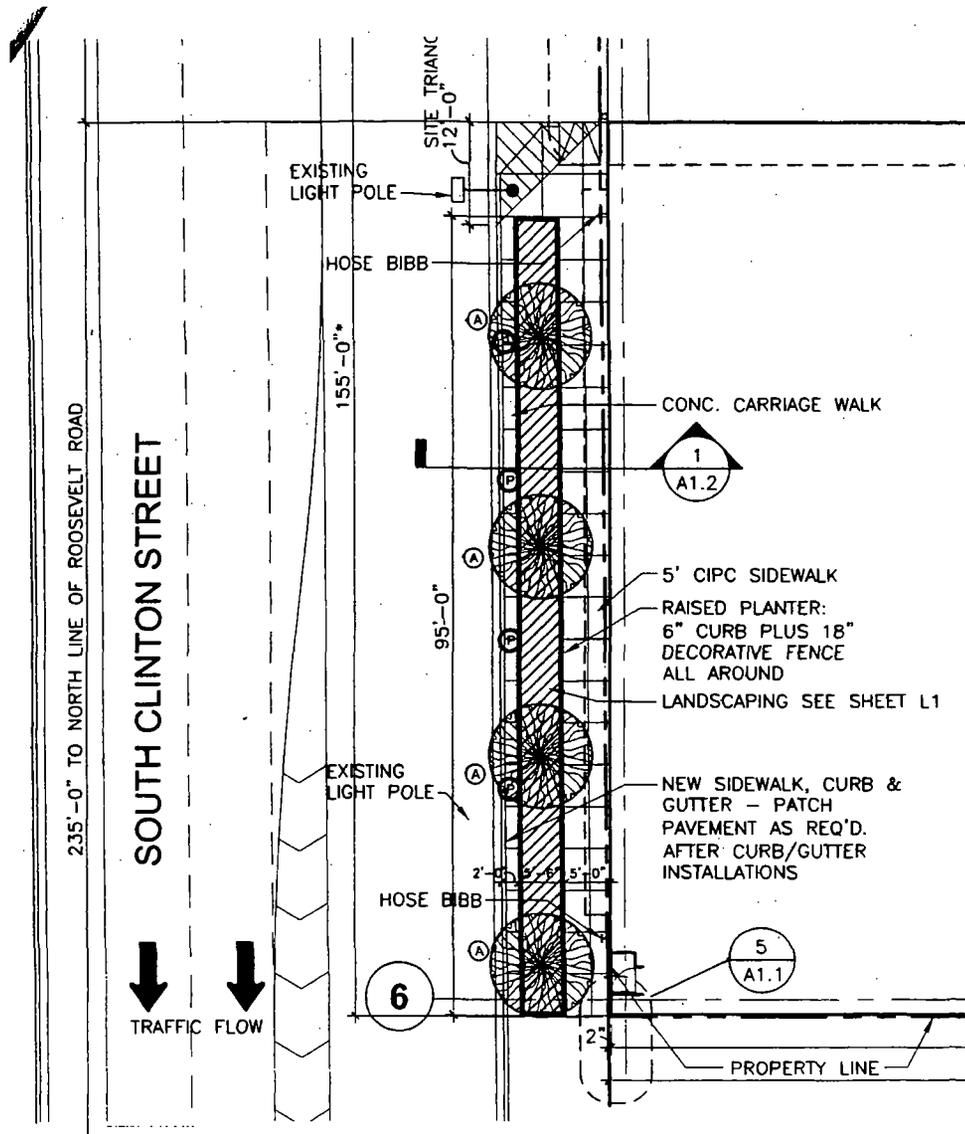
Wolin-Levin.

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

SECTION 1. Permission and authority are hereby given and granted to Wolin-Levin, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) curb cut in the public right-of-way adjacent to its premises known as 345 North Canal Street. Said curb cut will allow access to parking area and loading dock. Curb cut shall measure thirty-eight (38) feet in length and twenty-five (25) feet in width for a total of nine hundred fifty (950) square feet. Said curb cut shall be three hundred eighty-nine (389) feet south of the south line of West Kinzie Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

(Continued on page 68225)

Ordinance associated with this drawing printed on pages 68221 through 68223 of this *Journal*.



1 **SITE PLAN**
1/16" = 1'-0"

(Continued from page 68223)

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 1045716 herein granted the sum of One Thousand One Hundred Ninety-five and no/100 Dollars (\$1,195.00) 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 February 10, 2005.

[Drawing referred to in this ordinance printed
on page 68226 of this *Journal*.]

123 West Madison L.L.C., In Care Of Marc Realty.

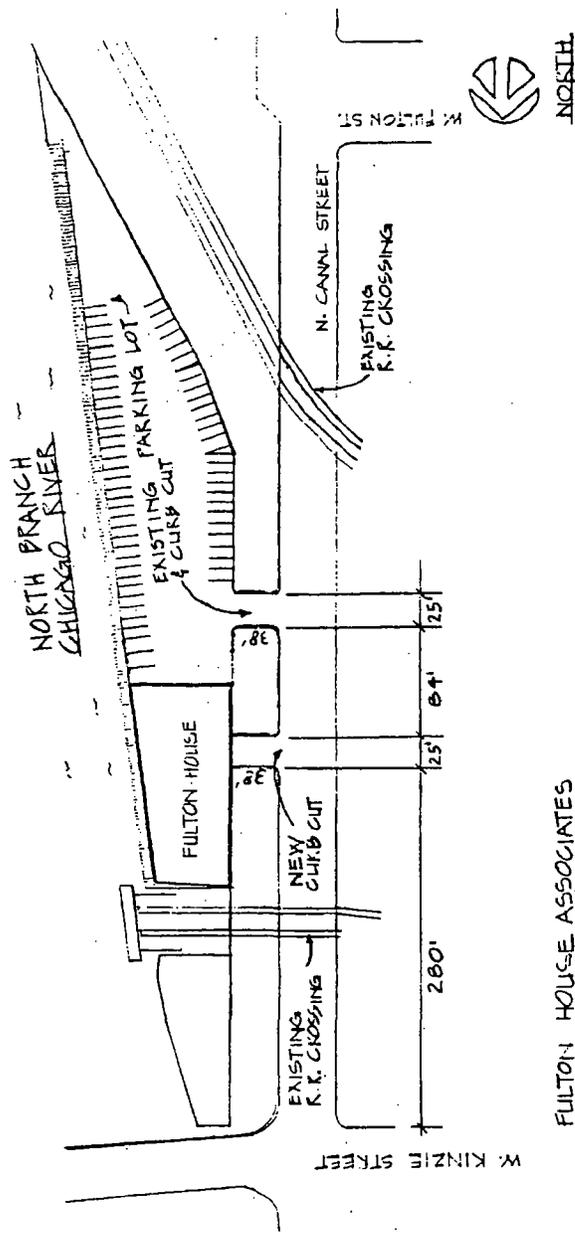
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 123 West Madison L.L.C., in care of Marc Realty, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) siamese connection (test header) projecting over the public right-of-way adjacent to its premises known as 123 West Madison Street. Said siamese connection shall be on the outside of the building leaving at least eight (8) feet of sidewalk clearance and shall measure four (4) inches in length and one (1) foot, nine (9) inches in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued from page 68227)

Ordinance associated with this drawing printed on pages 68223 through 68225 of this Journal.



FULTON HOUSE ASSOCIATES
345 N. CANAL ST.
CHICAGO, IL.

HARRY WEESE & ASSOC, ARCHITECTS 31 OCT. 1980
10 W. HURDIS ST.
CHICAGO, IL. 60610
467-1030

(Continued from page 68225)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046841 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 68228 of this *Journal*.]

550 West Adams 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 550 West Adams L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) manhole under the public right-of-way adjacent to its premises known as 550 West Adams Street. Said manhole shall be two (2) feet in length and two (2) feet in width with a depth of six and one-hundredth (6.01) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047149 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 68229)

(Continued from page 68227)

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 68230 of this *Journal*.]

1127 West Chestnut Condominium Association.

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

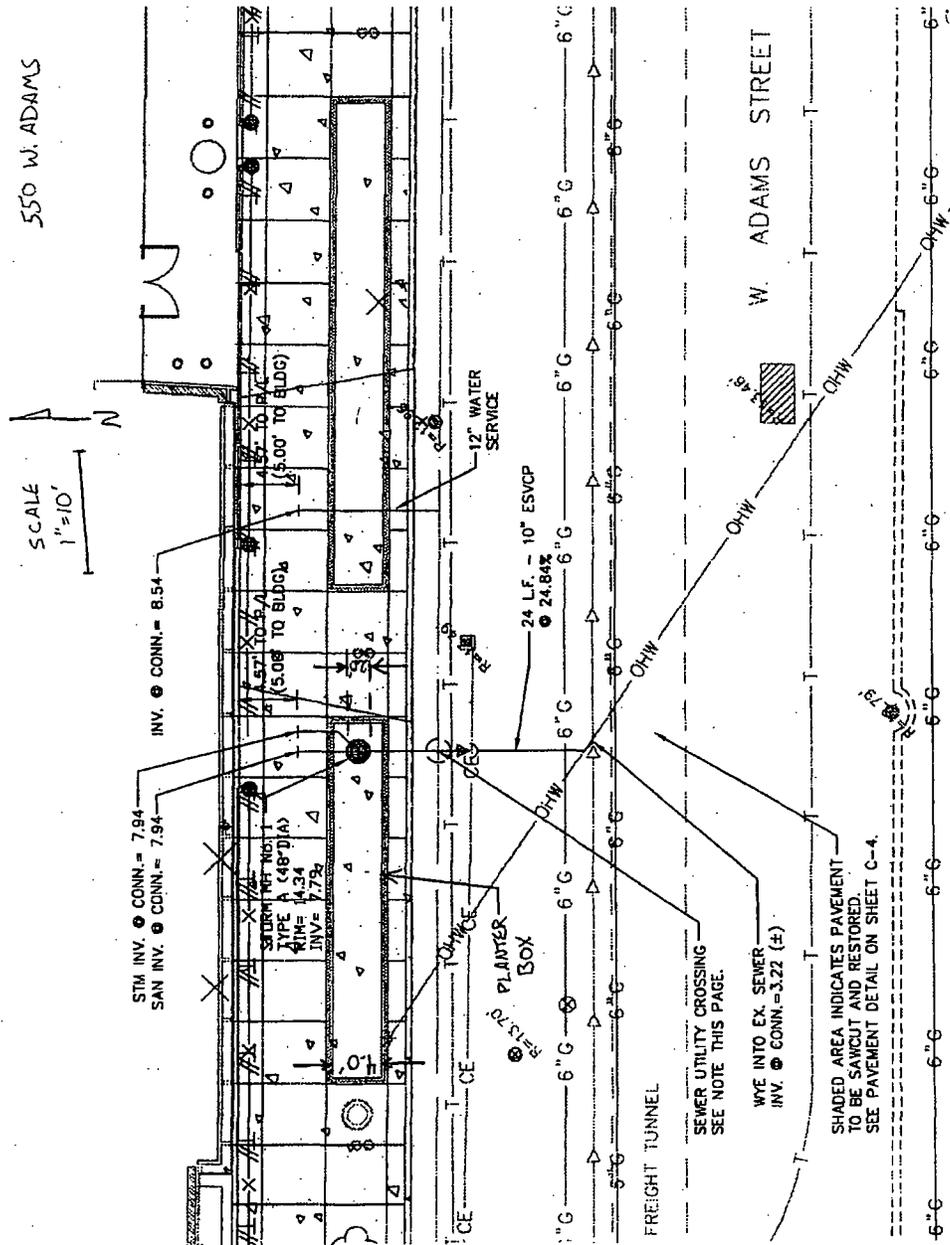
SECTION 1. Permission and authority are hereby given and granted to 1127 West Chestnut Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) stairways on the public right-of-way adjacent to its premises known as 1127 West Chestnut Street. Said stairways shall measure one (1) at eight (8) feet in length and four (4) feet in width located along West Chestnut Street, one (1) at six (6) feet in length and three (3) feet in width located along West Chestnut Street, one (1) at seven (7) feet in length and four (4) feet in width located along West Chestnut Street, one (1) at fourteen (14) feet in length and three (3) feet in width located along North Elston Avenue and one (1) at twelve (12) feet in length and three (3) feet in width located along North Elston Avenue. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

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 1047096 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 68231)

Ordinance associated with this drawing printed on pages 68227 through 68229 of this Journal.



(Continued from page 68229)

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 15, 2005.

[Drawing referred to in this ordinance printed
on page 68232 of this *Journal*.]

1212 Ashland 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 1212 Ashland L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural metal canopy projecting over the public right-of-way adjacent to its premises known as 1212 North Ashland Avenue. Said structural metal canopy shall be one hundred forty-five (145) feet in length, three (3) feet, six (6) inches in width and ten (10) feet, nine (9) inches above grade. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046772 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

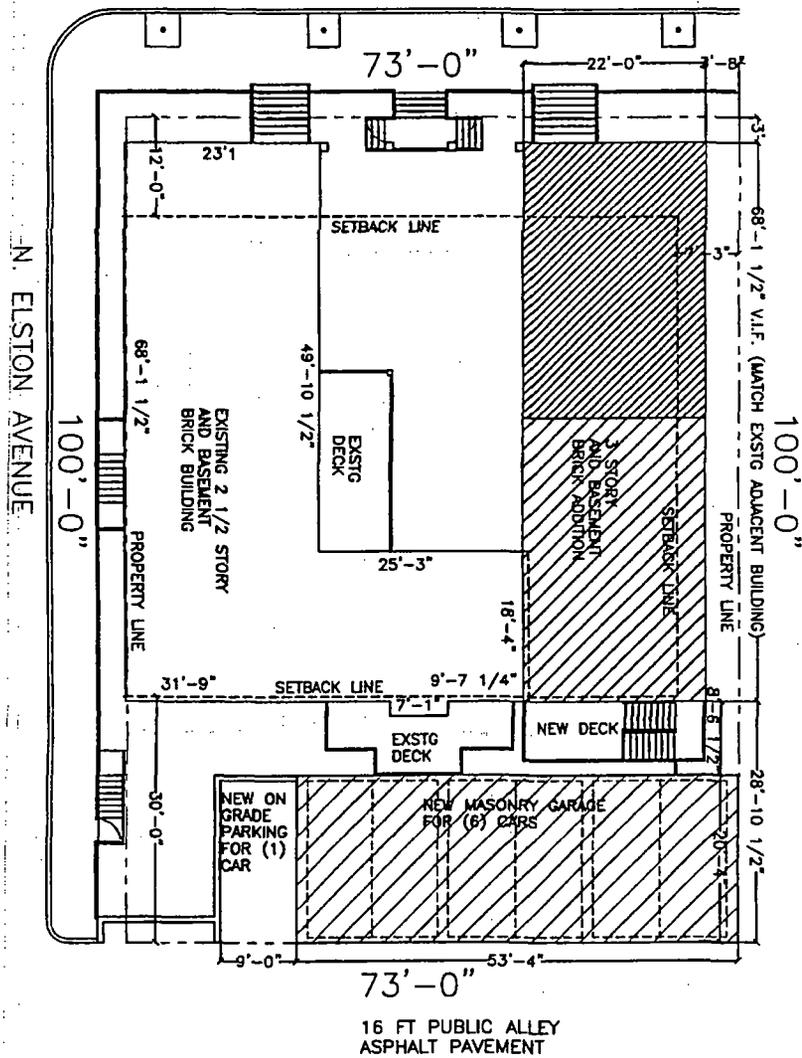
A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

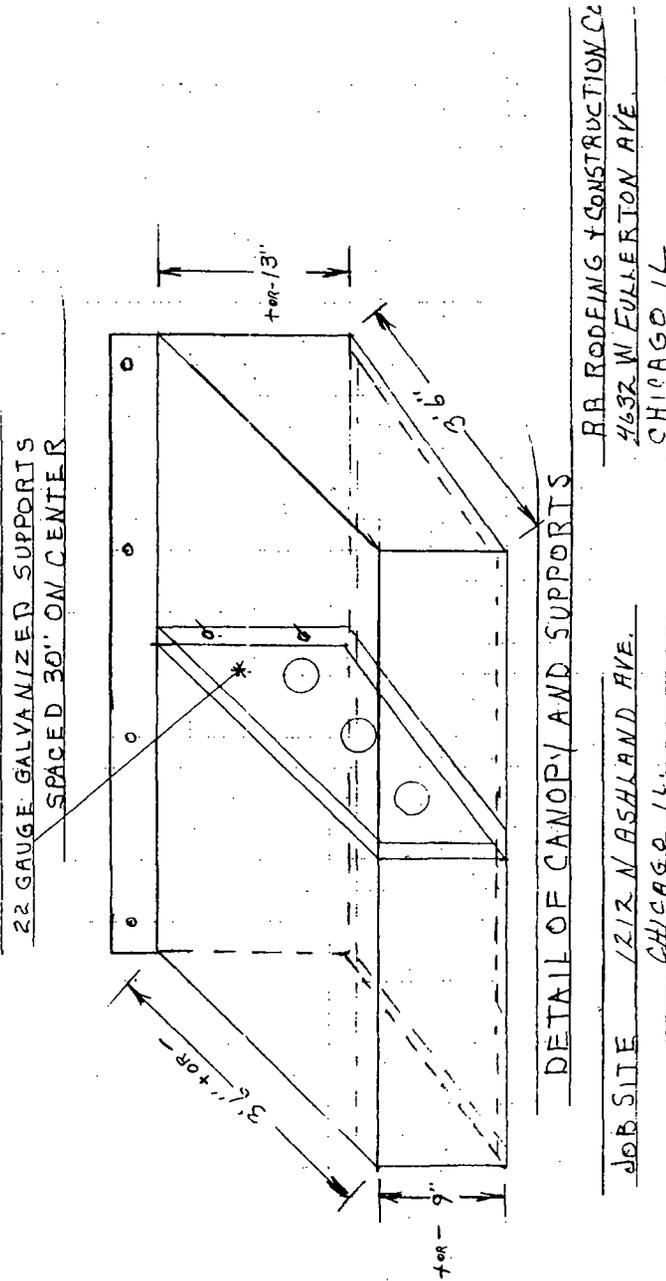
[Drawing referred to in this ordinance printed
on page 68233 of this *Journal*.]

Ordinance associated with this drawing printed on pages 68229 through 68231 of this *Journal*.

W. CHESTNUT STREET



Ordinance associated with this drawing printed
on page 68231 of this *Journal*.



RR RODEING + CONSTRUCTION Co
4632 W FULLERTON AVE.
CHICAGO IL

JOB SITE 1212 N ASHLAND AVE.
CHICAGO IL

4603 North Racine Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to 4603 North Racine Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) bay windows projecting over the public right-of-way adjacent to its premises known as 1148 West Wilson Avenue. Said bay windows shall measure two (2) at twelve (12) feet in length and two (2) feet in width located along West Wilson Avenue and one (1) at twelve (12) feet in length and two (2) feet in width located along North Racine Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

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 1047271 herein granted the sum of One Hundred Fifty and no/ 100 Dollars (\$150.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after November 15, 2005.

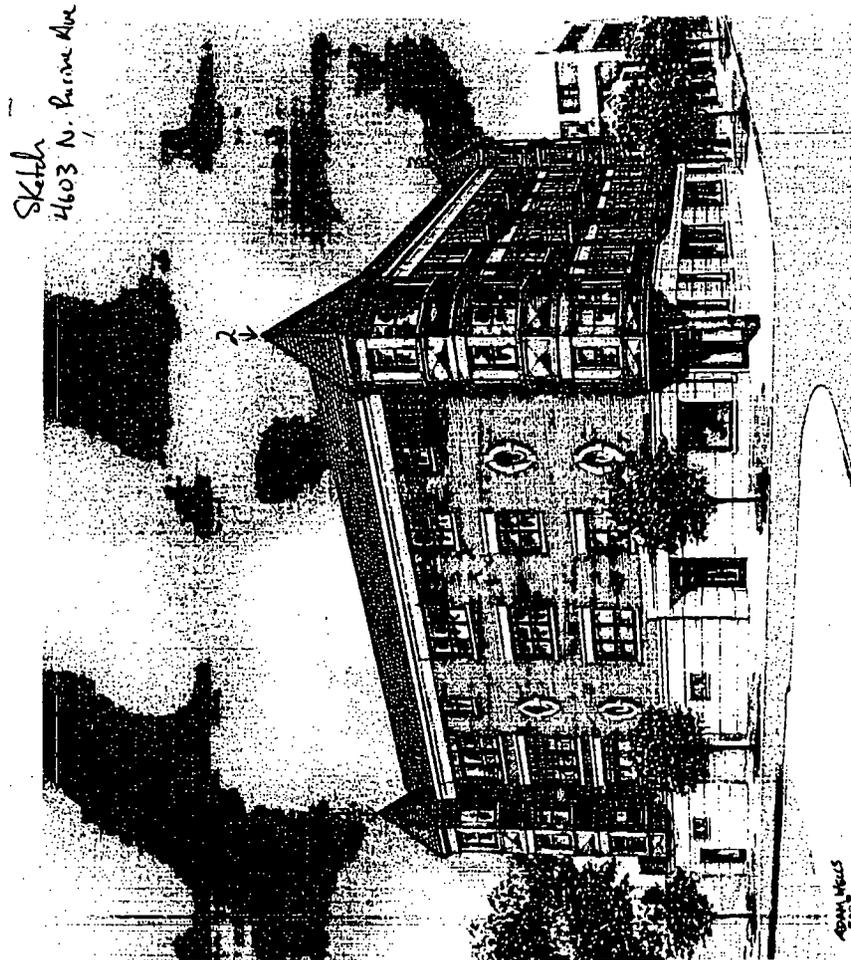
[Drawing referred to in this ordinance printed
on page 68235 of this *Journal*.]

AUTHORIZATION FOR ISSUANCE OF PERMITS TO VARIOUS
APPLICANTS FOR CONSTRUCTION, INSTALLATION,
MAINTENANCE AND USE OF CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 68236)

Ordinance associated with this drawing printed
on page 68234 of this *Journal*.



(Continued from page 68234)

CHICAGO, January 4, 2006.

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 authorize the issuance of permits to various applicants for the construction, maintenance and use of canopies. These orders were referred to the Committee on December 14, 2005.

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 Austin, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

AH Financial Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to AH Financial Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1800 West 18th Street for a

period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty and eight-tenths (20.8) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045730 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.

Akira: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Akira ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 1849 West North 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 one (1) at sixteen (16) feet in length and one and four-tenths (1.4) feet in width and three (3) at twelve (12) feet in length and one and four-tenths (1.4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047212 the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of the Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

A & L Food: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to A & L Food ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 6701 -- 6703 North Northwest Highway 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 one (1) at six (6) feet in length and two (2) feet in width, one (1) at seven (7) feet in length and two (2) feet in width, one (1) at thirty (30) feet in length and two (2) feet in width and one (1) at sixteen (16) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047357 the sum of Two Hundred Five and no/100 Dollars (\$205.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Andrade's Jewelry & Clothing: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Andrade's Jewelry & Clothing ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1504 West 18th Street for a period of three (3) years from and after date

of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and one and five-tenths (1.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047214 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Argo Tea: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Argo Tea ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 16 West Randolph Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed

with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight and five-tenths (8.5) feet in length and sixteen (16) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046628 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Artesian Condominium Association: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Artesian Condominium Association ("Permittee") to construct, maintain and use sixteen (16) canopies over the public way attached to the structure located at 4751 North Artesian 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 one (1) at seven (7) feet in length and three (3) feet in width along North Artesian Avenue, one (1) at eleven (11) feet in length and three (3) feet in width along North Artesian Avenue, four (4) at nine and one-tenth (9.1) feet in length and two (2) feet in width along North Artesian Avenue and ten (10) at nine and one-tenth (9.1) feet in length and two (2) feet in width along West Lawrence Avenue. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047147 the sum of Eight Hundred and no/100 Dollars (\$800.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Azteca Tacos: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Azteca Tacos ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1836 South Blue

Island Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047331 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

Boka: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Boka ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1729 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said

canopy shall not exceed twenty-four (24) feet in length and one and ten-hundredths (1.10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047304 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Chavez Jewelry: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Chavez Jewelry ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1420 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length and two (2) feet in width. The

Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047303 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Christian Undertaker Services, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Christian Undertaker Services, Inc. ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 3100 West Irving Park Road 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 eleven and five-tenths (11.5) feet in length and two (2) feet in width along West Irving Park Road and two (2) at sixteen and fourteen-hundredths (16.14) feet in length and two (2) feet in width

along North Albany Avenue. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045412 the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Cold Stone Creamery: Canopy.
(2187 North Clybourn Avenue)

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Cold Stone Creamery ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2187 North Clybourn Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said 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 1047150 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Cold Stone Creamery: Canopies.
(1924 West North Avenue)

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Cold Stone Creamery ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1924 West North 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 one (1) at twenty-four (24) feet in length

and one and six-tenths (1.6) feet in width along North Winchester Avenue and one (1) at fifteen (15) feet in length and one and six-tenths (1.6) feet in width along North Winchester Avenue. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047115 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

The Congress Plaza Hotel & Convention Center: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Congress Plaza Hotel & Convention Center ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 68 East Harrison Street for a period of three (3) years from and after January 1, 2006 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 seventy-five (75) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047136 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 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Dalmares Produce Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Dalmares Produce Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1314 West 21st Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and one and

eight-tenths (1.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047288 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Dollar Mart Plus: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Dollar Mart Plus ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1848 South Blue Island Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for

the privilege Number 1045025 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

El Tropico Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to El Tropico Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3933 -- 3935 North Sheridan Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-six (46) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047275 the sum of Seventy-one and no/100 Dollars (\$71.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Express Grill: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Express Grill ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1260 South Union Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-three (33) feet in length and three and four-tenths (3.4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045199 the sum of Fifty-eight and no/100 Dollars (\$58.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual

compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Hinky-Dinks Pub: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Hinky-Dinks Pub ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3243 West 111th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight and six-tenths (8.6) feet in length and four and three-tenths (4.3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047333 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Joe's Style City: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Joe's Style City ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6959 South Halsted Street for a period of three (3) years from and after October 2, 2005 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 and six-tenths (30.6) feet in length and one (1) foot in width at the corner of South Halsted Street and West 70th Street. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047164 the sum of Fifty-six and no/100 Dollars (\$56.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

*Jos Cacciatore & Co For 1100 West Cermak
Building: Canopies.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Jos Cacciatore & Co for 1100 West Cermak Building ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 2161 South Carpenter Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at seven (7) feet in length and four (4) feet in width, one (1) at ten (10) feet in length and two (2) feet in width and two (2) 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 1045620 the sum of Two Hundred and no/ 100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect,

defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Klein Hardware Inc.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Klein Hardware Inc. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 3737 North Southport 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 twelve (12) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047145 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

KLLM Architects Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to KLLM Architects Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1657 West Cortland Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed six (6) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047151 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Knecht Chiropractic Clinic: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Knecht Chiropractic Clinic ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3444 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one and six-tenths (21.6) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047144 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Letty's Unisex & Flower Shop: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Letty's Unisex & Flower Shop ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4714 South Damen Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two and three-tenths (22.3) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047017 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Los Alamos: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Los Alamos ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2157 South Damen Avenue for a period of three (3) years from and after May 17, 2005 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 fifty-four (54) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1043184 the sum of Seventy-nine and no/100 Dollars (\$79.00) 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.

Luciano's Grocery -- 18th Street: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Luciano's Grocery -- 18th Street ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1714 -- 1716 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-eight (48) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045837 the sum of Seventy-three and no/100 Dollars (\$73.00) 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.

Lucky's Sandwich Company: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Lucky's Sandwich Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3472 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed six and ten-hundredths (6.10) feet in length and three and six-tenths (3.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047104 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Manzo's Restaurant, Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Manzo's Restaurant, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3210 West Irving Park Road for a period of three (3) years from and after October 26, 2005 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 seventy-five (75) feet in length and eighteen (18) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047142 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 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Martin's Corner: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Martin's Corner ("Permittee") to construct, maintain and use two (2) canopies over

the public way attached to the structure located at 2058 West 22nd Place for a period of three (3) years from and after June 10, 2005 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 ten (10) feet in length and three (3) feet in width and one (1) at 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 1044732 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.

Olivia's Pizza: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Olivia's Pizza ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1244 West 18th Street for a period

of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at ten (10) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045671 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.

Rae's Barbecue Joint: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rae's Barbecue Joint ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 923 East 79th Street for a period of three (3) years from and after date of passage in

accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen and six-tenths (16.6) feet in length and two and two-tenths (2.2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047165 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Rhodes: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Rhodes ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 514 East 79th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of

Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-two (42) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045742 the sum of Sixty-seven and no/100 Dollars (\$67.00) 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.

Salad Spinners Corp.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Salad Spinners Corp. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 318 West Randolph Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire

Prevention. Said canopies shall not exceed two (2) at eight (8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046847 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Seven Treasures: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Seven Treasures ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 2312 South Wentworth 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 one (1) at thirteen and nine-tenths

(13.9) feet in length and one and eight-tenths (1.8) feet in width, one (1) at twelve and five-tenths (12.5) feet in length and one and eight-tenths (1.8) feet in width and one (1) at nine and eight-tenths (9.8) feet in length and eight and nine-tenths (8.9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047153 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 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Sheridan Park Food & Liquor: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Sheridan Park Food & Liquor ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1255 West Wilson Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and

approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-one and four-tenths (31.4) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047157 the sum of Fifty-six and 40/100 Dollars (\$56.40) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Starbucks Coffee Number 2230: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Starbucks Coffee Number 2230 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 68 East Madison Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau

of Fire Prevention. Said canopy shall not exceed thirty-one and two-tenths (31.2) feet in length and four and eight-tenths (4.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046179 the sum of Fifty-six and 20/100 Dollars (\$56.20) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Starbucks Coffee Number 2494: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Starbucks Coffee Number 2494 ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1157 West Wrightwood 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 one (1) at sixteen (16) feet in length and

three (3) feet in width along West Wrightwood Avenue and one (1) at twelve (12) feet in length and three (3) feet in width along North Racine Avenue. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046124 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.

Subway: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Subway ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 901 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen (16) feet in length and two (2) feet in width. The

Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047361 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Subway Store Number 25458: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Subway Store Number 25458 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1818 West Montrose Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-eight (28) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the

City of Chicago as compensation for the privilege Number 1047143 the sum of Fifty-three and no/100 Dollars (\$53.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Taqueria El Charo Sanfra: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Taqueria El Charo Sanfra ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1140 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen and one-tenth (14.1) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045268 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.

Unforgettable Lounge: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Unforgettable Lounge ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4206 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-eight (28) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047156 the sum of Fifty-three and no/ 100 Dollars (\$53.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Viva Wireless: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Viva Wireless ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1346 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and four and six-tenths (4.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045214 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.

What A Life Restaurant: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to What A Life Restaurant ("Permittee") to construct, maintain, and use two (2) canopies over the public way attached to the structure located at 2901 North Ashland 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 eight (8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047366 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

II Jack's Italian Restaurant: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to II Jack's Italian Restaurant ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 1758 West Grand 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 one (1) at forty-five (45) feet in length and three (3) feet in width, one (1) at sixty and two-tenths (60.2) feet in length and twelve and two-tenths (12.2) feet in width, one (1) at forty-four (44) feet in length and two (2) feet in width and one (1) at five and eight-tenths (5.8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045832 the sum of Two Hundred Seventy-four and 20/100 Dollars (\$274.20) 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.

213 Institute Place, L.L.C.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 213 Institute Place, L.L.C. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 213 West Institute Place for a period of three (3) years from and after March 21, 2005 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 twelve (12) feet in length and five (5) feet in width and one (1) at ten (10) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1044212 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 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.

250 East Pearson Condominium Association: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to 250 East Pearson Condominium Association ("Permittee") to construct, maintain and use two (2) canopies. Permit types include: six (6) planters, two (2) canopies, twelve (12) caissons, three (3) foundation walls, two (2) lint basins and one (1) grease separator. Total number of permit types is twenty-six (26) over the public way attached to the structure located at 250 East Pearson Street for a period of three (3) years from and after November 15, 2005 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 and nine-tenths (36.9) feet in length and sixteen and six-tenths (16.6) feet in width and one (1) at one hundred thirty (130) feet in length and six and three-tenths (6.3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047309 the sum of Two Hundred Sixteen and 90/100 Dollars (\$216.90) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

1845 North Clybourn L.L.C.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to 1845 North Clybourn L.L.C. ("Permittee") to construct, maintain and use twelve (12) canopies over the public way attached to the structure located at 1845 North Clybourn Avenue for a period of three (3) years from and after September 4, 2005 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed twelve (12) at eighteen (18) feet in length and three and five-tenths (3.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047353 the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing 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 Business Affairs and Licensing.

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:

CHICAGO, January 4, 2006.

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 alley improvement ordinances transmitted herewith. These ordinances were referred to the Committee on December 14, 2005.

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 Austin, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

*West Strong Street, West Gunnison Street,
North Natchez Avenue And
North Neenah 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 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 hereto, and that of said special assessment of the sum of Two Thousand One Hundred Eleven and no/100 Dollars (\$2,111.00) 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 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 including 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 Strong Street, West Gunnison Street, North Natchez Avenue and North Neenah 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 contemplated 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:

\$40,099.00

Deficiency in interest on the assessment,
cost of making, levying and collecting
said assessment and lawful expenses
attending the making of said improvement

\$ 2,111.00

TOTAL: \$42,210.00

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, November 7, 2005, the Board of Local Improvements.

*West 32nd Street, West 33^d Place, South Throop Street
And South Benson Street.*

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 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 hereto and that of said special assessment of the sum of Two Thousand Six Hundred Fifty-three and no/100 Dollars (\$2,653.00) 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 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 including 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 32nd Street, West 33rd Place, South Throop Street and South Benson Street 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 contemplated 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:

	\$50,407.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement	\$ 2,653.00
TOTAL:	\$53,060.00

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, November 7, 2005, the Board of Local Improvements.

*West 102nd Street, West 103rd Street, South Seeley Avenue
And South Hoyne 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 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 hereto, and that of said special assessment of the sum of Three Thousand Six Hundred Five and no/100 Dollars (\$3,605.00) 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 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 including 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 102nd Street, West 103rd Street, South Seeley Avenue and South Hoyne 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 contemplated 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:

\$68,505.00

Deficiency in interest on the assessment,
cost of making, levying and collecting
said assessment and lawful expenses
attending the making of said improvement

\$ 3,605.00

TOTAL: \$72,110.00

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, November 7, 2005, the Board of Local Improvements.

*West 103rd Street, West 104th 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. That 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 hereto, and that of said special assessment of the sum of Four Thousand Eight Hundred Fifteen and no/ 100 Dollars (\$4,815.00) 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 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 including 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 103rd Street, West 104th 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 contemplated 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:

	\$91,475.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement	\$ 4, 815.00
TOTAL:	\$96,290.00

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, November 7, 2005, the Board of Local Improvements.

*West 110th Street, West 111th Street, South Spaulding
Avenue And South Christiana 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 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 hereto, and that of said special assessment of the sum of Five

Thousand Eight Hundred Eighty-seven and no/100 Dollars (\$5,887.00) 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 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 including 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 110th Street, West 111th Street, South Spaulding Avenue and South Christiana 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 contemplated 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:

\$111,869.00

Deficiency in interest on the assessment,
cost of making, levying and collecting
said assessment and lawful expenses
attending the making of said improvement

\$ 5,887.00

TOTAL: \$117,756.00

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, November 7, 2005, the Board of Local Improvements.

*West 115th Street, West 115th Place, South St. Louis Avenue
And South Central Park 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 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 hereto, and that of said special assessment of the sum of Four Thousand Five Hundred Ninety and no/100 Dollars (\$4,590.00) 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 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 including 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 115th Place, South St. Louis Avenue and South Central Park 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 contemplated 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:

	\$87,210.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement	\$ 4,590.00
TOTAL:	\$91,800.00

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, November 7, 2005, the Board of Local Improvements:

AUTHORIZATION FOR APPROVAL OF PLAT OF 2865 NORTH PAULINA
SUBDIVISION FRONTING PORTIONS OF NORTH PAULINA
STREET AND WEST WELLINGTON AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2006.

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 2865 North Paulina Subdivision having frontage of 226.25 feet on the east line of North Paulina Street running south from a point on the east line of North Paulina Street which is 565.17 feet south of the south line of West Wellington Avenue for 2865 North Paulina, L.L.C.. This ordinance was referred to the Committee on December 14, 2005.

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 Austin, 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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 2865 North Paulina Subdivision having frontage of 226.25 feet on the east line of North Paulina Street running south from a point on the east line of North Paulina Street which is 565.17 feet south of the south line of West Wellington Avenue for 2865 North Paulina, L.L.C. (File Number 30-32-05-2909).

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

[Plat and legal description referred to in this ordinance omitted
for printing purposes but on file and available for public
inspection in the Office of the City Clerk.]

VACATION OF PORTION OF SOUTH HALSTED PARKWAY
AND DEDICATION OF STRIP OF LAND ADJOINING
PORTION OF WEST 63RD STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2006.

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 South Halsted Parkway lying east of the southerly extension of the most easterly north/south line of said South Halsted Parkway and lying north of the westerly extension of a line 14.0 feet north of the north line of West 63rd Street also providing for the dedication of a strip of land 14.0 feet north of and adjoining the north line of West 63rd Street lying east and easterly of the northeasterly line of said South Halsted Parkway and lying west of a line which is 130.40 feet east of the intersection of the northeasterly line of said South Halsted Parkway and the north line of the 14 foot strip. This ordinance was referred to the Committee on November 30, 2005.

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 Austin, 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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 public use and the public interest to be subserved is such as to warrant the vacation of part of the public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of South Halsted Parkway as opened by ordinance approved November 15, 1968 by the City Council of the City of Chicago and recorded January 2, 1969 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 20717334, lying westerly, southwesterly and southerly of the following described line:

beginning at a point which is 44.71 feet south of the north line of Lot 2 in Block 5 and 30.61 feet east of the west line of Lot 3 in Block 5, said point of beginning also being a point of curve; thence southeasterly along the arc of a circle convex to the southwest, having a radius of 220.0 feet, an arc distance of 268.38 feet (the last course and distance also coincident with the westerly line of the vacated east/west alley vacated by ordinance approved August 31, 1983 by the City Council of the City of Chicago and recorded August 31, 1983 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26845306) to a point of intersection with a straight line which is 14.00 feet north of and parallel with the south line of Lot 14 in Block 6, said point of intersection also being 130.40 feet west of the east line of Lot 19 in Block 6 (as measured along said parallel line) lying north of a straight line which is 14.00 feet north of and parallel with the south line of Lot 14 extended west, lying east of a line drawn from a point located 44.71 feet south of the north line of Lot 2 in Block 5 to a point on said straight line 14.0 feet north of and parallel with the south line of Lot 14 in Block 6 extended west 274.78 feet west of the east line of Lot 19 in Block 6 (as measured along said parallel line) all in Hoyt, Canfield and Matteson's Subdivision of the south half of the southwest quarter of the southwest quarter of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said part of public street herein vacated being further described as that part of South Halsted Parkway lying east of the southerly extension of the most easterly north/south line of said South Halsted Parkway and lying north of the westerly extension of a line 14.0 feet north of the north line of West 63rd Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The Area Wide 63rd & Halsted, Inc. shall dedicate or cause to be dedicated to the public and open up for public use as a public street the following described property:

those parts of Lots 14 to 19 (both inclusive) in Block 6 in Hoyt, Canfield and Matteson's Subdivision of the south half of the southwest quarter of the southwest quarter of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, as per plat thereof recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 23, 1873 as Document Number 104960, bounded and described as follows:

beginning at a point on the east line of Lot 19 in said Block 6, a distance of 14 feet north of the southeast corner thereof; thence south 00 degrees, 08 minutes, 49 seconds west along said east line of Lot 19 a distance of 14.0 feet to the southeast corner of said Lot 19; thence south 89 degrees, 58 minutes, 15 seconds west along the south line of Lots 19 and 18 to a point on the south line of Lot 17 a distance of 4.10 feet (3.94 feet record) west of the southeast corner thereof (said point being also a corner of a certain parcel of land taken for South Halsted Parkway as opened by City ordinance passed November 15, 1968 and recorded January 2, 1969 as Document Number 20717334); thence (the next two (2) courses being along the southwestern boundary of the above described parcel of land taken for South Halsted Parkway) north 00 degrees, 08 minutes, 49 seconds east, for a distance of 0.36 feet to a point of a curve; thence northwesterly on the arc of a curve convex to the southwest and having a radius of 220.00 feet for a distance of 77.88 feet to a point on a line drawn 14.00 feet north of and parallel with the south line of said Lots 14 to 17 (both inclusive); thence north 89 degrees, 58 minutes, 15 seconds east along the last described line for a distance of 130.40 feet to the point of beginning, all in Cook County, Illinois as shaded and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company 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 public street as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Area Wide 63rd & Halsted, Inc. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated the sum of One Hundred Sixty-three Thousand and no/100 Dollars (\$163,000.00) which sum in the judgment of this body will be equal to such benefits, the vacation herein provided for is made

upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Area Wide 63rd & Halsted, Inc. 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 reconstructing sidewalk and curb along the new right-of-way line of South Halsted Parkway at the northeast corner of the intersection of South Halsted Parkway and West 63rd Street, along the east side of South Halsted Parkway in order to create a new configuration for South Halsted Parkway hereby vacated and removing paving and curb returns and reconstructing sidewalk and curb along the new right-of-way line of West 63rd Street at the northeast corner of the intersection of South Halsted Parkway and West 63rd Street, along the north side of West 63rd Street in order to create a new configuration for that part of West 63rd Street hereby dedicated, similar to the sidewalk and curb in existing West 63rd Street. 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 vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Area Wide 63rd & Halsted, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps and a plat duly executed and acknowledged by the appropriate owner, providing for the dedication of the property described in Section 2 hereof.

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 68304 of this *Journal*.]

VACATION AND DEDICATION OF PORTIONS OF SPECIFIED
PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST
DIVISION STREET, WEST THOMAS STREET,
NORTH PARKSIDE AVENUE AND
NORTH CENTRAL AVENUE.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 68305)

Ordinance associated with this drawing and legal description printed on pages 68301 through 68303 of this *Journal*.

"A"

Hoyt, Canfield and Matteson's Subdivision of the S. 1/2 of the S.W. 1/4 of the S.W. 1/4 of Section 16-38-14.

"B"

Vacated by Ordinance Passed May 12, 1930.
Rec. June 17, 1930

Doc.# 10684216

"C"

Dedicated for Public Street and Alley.
Rec. June 17, 1930

Doc.# 10684217

"D"

Ordinance for Acquisition of property for opening S. Union Ave. between W. 61st St. and W. 63rd St. Passed March 18, 1955, amended January 18, 1956. Deeds to City of Chicago for above.
Rec. December 2, 1955 etc.

Doc.# 16436268

"E"

Vacated by Ordinance Passed August 31, 1983.
Rec. November 1, 1983

Doc.# 26845306

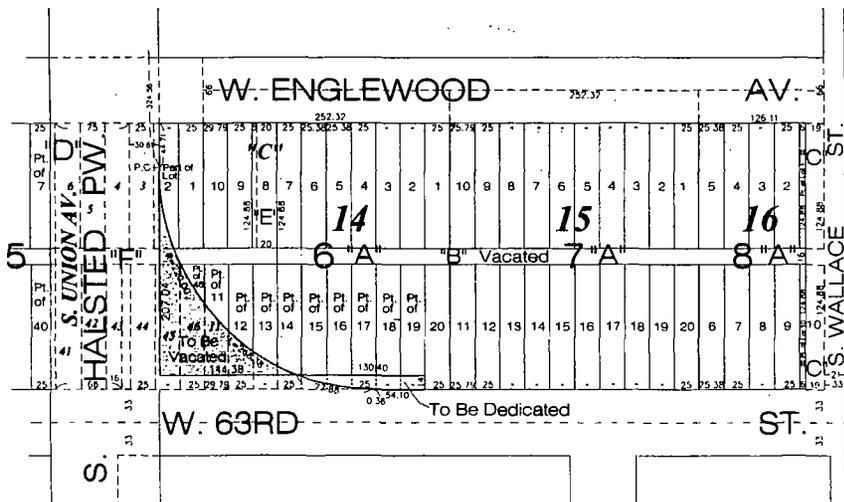
"F"

Opening of S. Halsted Parkway. Ordinance Passed Nov. 15, 1969.
Rec. Jan. 2, 1969

Doc.# 20717334

Dr. N. 16-16-03-2718

NORTH



(Continued from page 68303)

CHICAGO, January 4, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of the north 104.20 feet of the north/south 16 foot public alley, as measured along the west line of said alley and providing for the dedication of an additional 3.0 feet by 25 feet of alley right-of-way, 3.0 feet adjoining the west line of the north/south 16 foot public alley to be vacated and 25 feet adjoining the north line of the existing east/west 16 foot public alley all in the block bounded by West Division Street, West Thomas Street, North Parkside Avenue and North Central Avenue. This ordinance was referred to the Committee on November 1, 2005.

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 Austin, 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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the north/south 16 foot public alley lying east of the east line of Lot 5, lying west of the west line of Lots 6 to 10, both inclusive, lying south of a line drawn from the northeast corner of Lot 5 to the northwest corner of Lot 6 and lying north of a line 3.0 feet north of and parallel with the easterly extension of the south line of Lot 5 all in Block 1 in the new subdivision of Blocks 1, 2, 8, 9, 10 and 11 of Salsbury'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; said part of public alley herein vacated, being further described as the north 104.20 feet, more or less, of the north/south 16 foot public alley (as measured along the west line of said alley) all in the block bounded by West Division Street, West Thomas Street, North Parkside Avenue and North Central Avenue 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. Neil Haleem and Kank Inc. shall dedicate or cause to be dedicated to the public and open up for public use as part of a public alley the following described property:

the south 3.00 feet of Lot 5 in Block 1 in the new subdivision of Blocks 1, 2, 8, 9, 10 and 11 of Salsbury'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, as shaded and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, SBC and Comcast 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 telecommunications and associated services under, over and along that part of the public alley 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 alley, 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 vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Neil Haleem and Kank Inc. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated the sum of Thirty-two Thousand Five Hundred and no/100 Dollars (\$32,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb along the south side of West Division Street between North Parkside Street and North Central Avenue and constructing paving and curbs in and to the alley to be dedicated.

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, Neil Haleem and Kank Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps and a plat duly executed and acknowledged by the appropriate owner, providing for the dedication of the property described in Section 2 hereof.

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 68308 of this *Journal*.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY WEST 63RD STREET, SOUTH TROY STREET, WEST
64TH STREET AND SOUTH KEDZIE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 68309)

Ordinance associated with this drawing and legal description printed on pages 68306 through 68307 of this *Journal*.

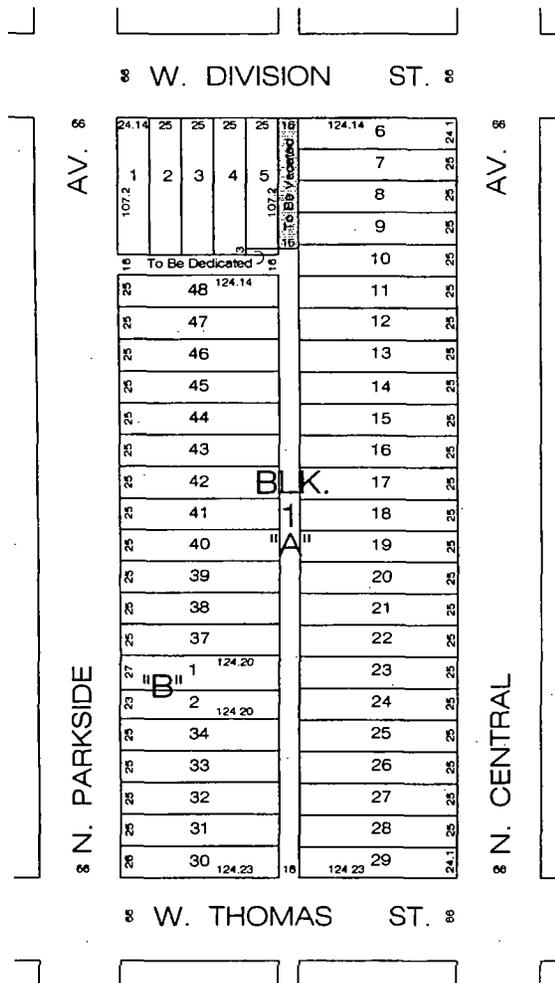
"A"

The New Subdivision of Blocks 1, 2, 8, 9, 10, and 11 in Salsbury's Subdivision of the E. 1/2 of the S.E. 1/4 of Sec. 5-39-13.

"B"

Axel E. Carlson's Resubdivision of Lots 35 and 36 in Block 1 in The New Subdivision of the E. 1/2 of the S.E. 1/4 of Sec. 5-39-13.

Dr. No. 5-29-05-2872 Rev. 9 / 21/05



(Continued from page 68307)

CHICAGO, January 4, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of the west 125.07 feet, more or less, of the east/west 16 foot public alley running east from the east line of South Kedzie Avenue in the block bounded by West 63rd Street, South Troy Street, West 64th Street and South Kedzie Avenue. This ordinance was referred to the Committee on November 1, 2005.

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 Austin, 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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 the part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the east/west 16 foot public alley lying south of the south line of Lots 6 to 10, both inclusive, lying north of the north line of Lot 46, lying east of a line drawn from the southwest corner of Lot 10 to the northwest corner of Lot 46 and lying west of a line drawn from the southeast corner of Lot 6 to the northeast corner of Lot 46 all in Block 4 in East Chicago Lawn, being J. A. Campbell's Subdivision of the north half of the northwest quarter of the northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; said part of public alley herein vacated being further described as the west 125.07 feet, more or less, of the east/west 16 foot public alley running east from the east line of South Kedzie Avenue in the block bounded by West 63rd Street, South Troy Street, West 64th Street and South Kedzie Avenue 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 public alley 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 public alley 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.

The City of Chicago hereby reserves that part of the public alley as herein vacated, as a right-of-way for existing city electrical facilities and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and 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 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 alley as herein vacated with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance the Amcore Investment Group, N.A., as Trustee, Trust Number 03-14881, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley the sum of Ninety-four Thousand and no/ 100 Dollars (\$94,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Kedzie Avenue between West 63rd Street and West 64th Street. The precise amount of the sum so deposited shall be ascertained by the Office of Emergency Management and Communications -- Traffic Management Authority, Permits Division after such investigation as is requisite and deposited to the Chicago Department of Revenue.

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, the Amcore Investment Group, N.A., as Trustee, Trust Number 03-14881, 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 68312 of this *Journal*.]

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:

(Continued on page 68313)

Ordinance associated with this drawing and legal description printed on pages 68310 through 68311 of this *Journal*.

"A"

East Chicago Lawn being J. A. Campbell's Sub. of the N. 1/2 of the N.W. 1/4 of the N.W. 1/4 of Section 24-38-13.

"B"

Dedication for public alley of the S. 16 ft. of lot 12 also the N. 9 ft. of the W. 25 ft. of the E. 66.12 ft. of lot 11 all in Block 4 East Chicago Lawn being Campbell's Sub.
Rec. Aug. 4, 1927

Doc.# 9738650

"C"

Vacated by Ordinance passed July 13, 1927
Rec. Aug. 4, 1927

Doc.# 9738651

"D"

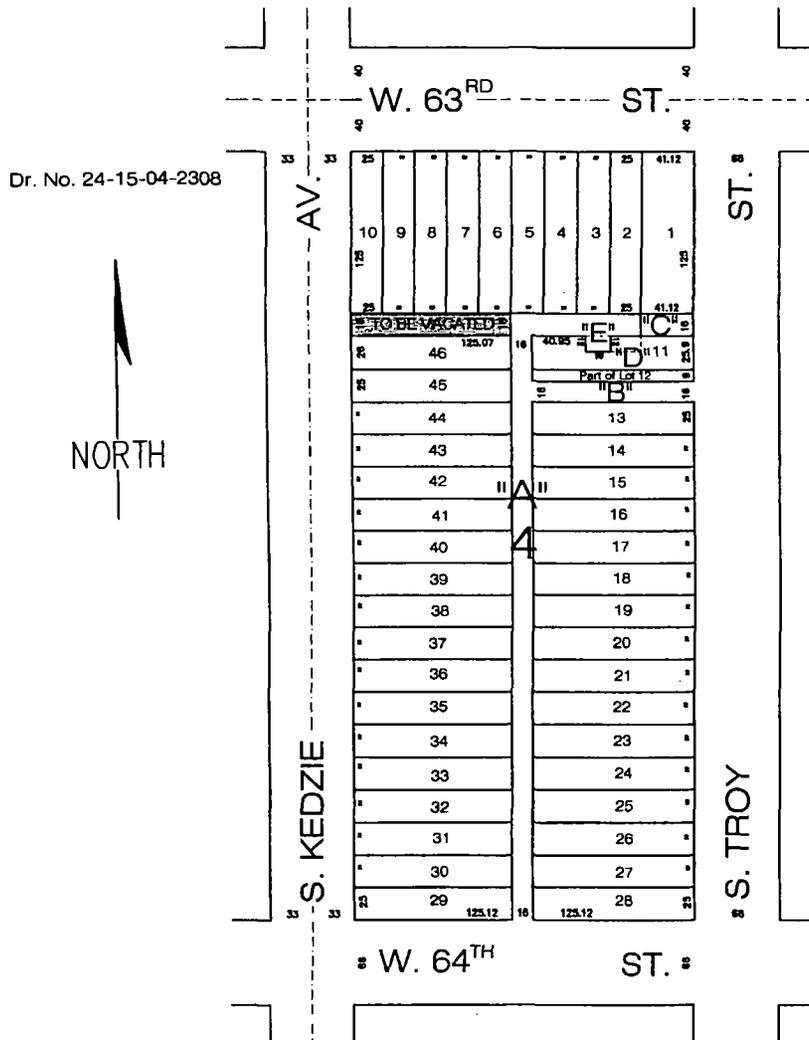
Vacated by Ordinance passed Oct. 31, 1940
Rec. Nov. 12, 1940

Doc.# 12577229

"E"

Easement for public alley
Rec. Nov. 12, 1940

Doc.# 12577230



(Continued from page 68311)

CHICAGO, January 4, 2006.

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 specified locations. These ordinances were referred to the Committee on December 14, 2005.

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 Austin, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Devon Market.

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 Devon Market, 1440 West Devon Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1440 West Devon Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Division-Hermitage, 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 Division-Hermitage, L.L.C. located at 1115 North Hermitage Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1115 North Hermitage Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Midway Ice Cream.

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 Midway Ice Cream of 3958 West 58th Place from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3958 West 58th Place.

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

New West Kedzie, 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 New West Kedzie, L.L.C. of 1300 South Paulina Street, 3rd Floor, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 706, 709 -- 713, 718 -- 720, 734, 735 -- 737, 741 -- 743 South Kedzie Avenue and 3207 West Flournoy Street.

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

*Ronald McDonald House Charities Of
Chicago And Northwest Indiana.*

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 Ronald McDonald House Charities of Chicago and Northwest Indiana, 5444 South Drexel Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5444 South Drexel Avenue.

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

Mr. Randall Szczesny.

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 Randall

Szczesny of 5045 and 5049 North Northwest Highway from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5045 and 5049 North Northwest Highway.

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

Representatives Of 4125 Kenmore L.L.C.
(4125 North Kenmore Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 (Prior Code Section 13-19.1) of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt the representatives of 4125 Kenmore L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for 4125 North Kenmore Avenue.

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

Representatives Of 4125 Kenmore L.L.C.
(4129 North Kenmore Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 (Prior Code 33-19.1) of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt the representatives of 4125 Kenmore L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for 4129 North Kenmore Avenue.

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

STANDARDIZATION OF 5252 NORTH LONG AVENUE
AS "MARGARET CAMPBELL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, January 4, 2006.

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 5252 North Long Avenue as Margaret Campbell Way. This ordinance was referred to the Committee on January 4, 2006.

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 Austin, 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, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 pursuant to an ordinance heretofore passed which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of 5252 North Long Avenue as "Margaret Campbell Way".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 17, CHAPTER 7 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY ESTABLISHMENT OF NORTH GREENVIEW
AVENUE SPECIAL SETBACK DISTRICT.
(Application Number TAD-350)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 15, 2005, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-350, TAD-351, TAD-354, 15272, 15270, 13649, 15126 and A-5808.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15272, 15268, 15265, 15270, 15274,

15269, 15264, 15267, 15271, 14714, 15126 and 15169 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 substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by creating a new Section 17-7-0550 North Greenview Avenue Special Setback District as follows:

17-7-0551 Purpose.

The North Greenview Avenue Setback District is intended to require larger front setbacks for new residential development consistent with the existing pattern of front yards on that portion of North Greenview Avenue as described below.

17-7-0552 Boundaries.

The North Greenview Avenue Setback District applies to properties abutting North Greenview Avenue within the following specific subdistricts:

Subdistrict A

bounded by: West Berteau Avenue; the alley next east of and parallel to North Greenview Avenue; West Irving Park Road; North Greenview Avenue; West Belle Plaine Avenue; and the alley next west of and parallel to North Greenview Avenue.

Subdistrict B

bounded by: West Cullom Avenue; North Greenview Avenue; a line 276.9 feet north of and parallel to West Berteau Avenue; and the alley next west of and parallel to North Greenview Avenue.

Subdistrict C

bounded by: West Cullom Avenue; the alley next east of and parallel to North Greenview Avenue; West Hutchinson Street; and North Greenview Avenue.

Subdistrict D

bounded by: West Hutchinson Street; a line 190 feet east of and parallel to North Greenview Avenue; the alley next south of and parallel to West Hutchinson Avenue; the alley next east of and parallel to North Greenview Avenue; West Berteau Avenue; and North Greenview Avenue.

17-7-0553 Front Setbacks.

The minimum front setback in Subdistrict A is forty (40) feet.

The minimum front setback in Subdistrict B is forty-five (45) feet.

The minimum front setback in Subdistrict C is thirty (30) feet.

The minimum front setback in Subdistrict D is forty (40) feet.

See Section 17-17-0306 for rules governing the measurement of front setbacks.

SECTION 2. This ordinance shall be effective after its passage and publication.

AMENDMENT OF TITLE 17, CHAPTER 8, SECTION 0400
OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) CONCERNING APPLICATIONS FOR
PLANNED DEVELOPMENTS AND OWNERSHIP,
CONTROL AND DESIGNATED CONTROL
OF PROPERTY PERTAINING THERETO.
(Application Number TAD-354)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 15, 2005, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-350; TAD-351, TAD-354, 15272, 15270, 13649, 15126 and A-5808.

Please let the record reflect that I, William J.P. Banks, abstained from voting and recused myself on Application Numbers 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 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 substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

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 in Section 17-8-0400 Planned Developments, by deleting the language struck through and inserting the language underscored as follows:

17-8-0400 ~~Unified~~ Ownership, Control And Designated Control.

~~All planned development must be under single ownership or unified control at the time of approval. Single ownership or unified control is also required at the time of any amendment to an approved planned development, unless the ordinance approving the original planned development otherwise expressly states:~~

All planned development applications must be at the time of filing be under single ownership, or control or single designated control. Provided, however, that after the adoption of an ordinance wherein the property is divided into specifically delineated subareas or subparcels, each having its own bulk and density standards, or similar subarea specific or subparcel specific development controls or requirements, the owners of or designated controlling party for each subarea may seek amendments, changes, or modifications for that subarea without the consent of the owners or designated controlling party of the other subareas. Single designated control for the purpose of this paragraph shall mean the party who is authorized by the applicant, its successors and assigns or any property owners association which is formed to succeed the applicant for the purposes of seeking approval of a Planned Development amendment, change or modification. This Section 17-8-0400 is not intended to interfere with, abrogate or annul any zoning rights agreement, deed restriction, or other written agreement between

owners or designated controlling parties of subareas, or any provision in a Planned Development where the issue of subarea control is expressly addressed. Notwithstanding the foregoing, in no instance shall the owner or designated controlling party of a subarea be permitted to unilaterally seek an amendment, change or modification that would reduce any bulk, density, parking or similar development requirement generally available or applicable to all subareas, such as any unused bulk or density rights, or which would materially adversely reduce another subarea owner's right of access, or which would materially adversely reduce open space, walkways, or similar design requirements applicable to one or more subareas, or which would render another subarea a non-conforming use.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval, and shall, in the event of any conflict with any Planned Development statement or provision in effect as of the date of such passage and approval, control over any such conflicting statement or provision.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS 2-I, 3-H,
5-I, 5-N, 7-I, 9-G, 10-D, 11-J, 18-G AND 22-E.

(Committee Meeting Held December 15, 2005)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 15, 2005, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-350, TAD-351, TAD-354, 15272, 15270, 13649, 15126 and A-5808.

Please let the record reflect that I, William J. P. Banks abstained from voting and recused myself on Application Numbers 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of these ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

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 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 2-I.
(Application Number 15169)

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 M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 2-I in the area bounded by:

West Flournoy Street; South Maplewood Avenue; West Lexington Street; and the easterly right-of-way line of the Chicago & Northwestern Railroad,

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.

Reclassification Of Area Shown On Map Number 3-H.
(Application Number 15271)

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 Community Shopping District symbols and indications as shown on Map Number 3-H in the area bounded by:

North Western Avenue; a line 192 feet north of and parallel to West Le Moyne Street; the public alley next east of and parallel to North Western Avenue; and a line 60 feet north of and parallel to West Le Moyne Street,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 15265)

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 5-I in the area bounded by:

a line 125 feet north of and parallel to West Armitage Avenue; the alley next east of and parallel to North Whipple Street; West Armitage Avenue; and a line 37.5 feet west of and parallel to the alley next east of and parallel to North Whipple Street,

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 5-I.
(Application Number 15267)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 264.75 feet south of and parallel to West Cortland Street; North Rockwell Street; a line 289.75 feet south of and parallel to West Cortland Street; and the alley next west of and parallel to North Rockwell Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-N.
(Application Number 15268)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-N in the area bounded by:

a line 60 feet north of and parallel to West Medill Avenue; the alley next east of and parallel to North Newland Avenue; West Medill Avenue; and North Newland Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-I.
(Application Number 15264)

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 7-I in the area bounded by:

a line 24 feet north of and parallel to West Schubert Avenue; North Western Avenue; West Schubert Avenue; and the alley next west of and parallel to North Western Avenue,

to those of a B3-2 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 9-G.
(As Amended)
(Application Number 15272)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 9-G in the area bounded by:

North Ashland Avenue; a line 150 feet south of and parallel to West Waveland Avenue; the public alley next east of and parallel to North Ashland Avenue; and a line 200.3 feet south of and parallel to West Waveland Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-D.
(As Amended)
(Application Number 15126)

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 B3-3 Community Shopping District symbols and indications as shown on Map Number 10-D in the area bounded by:

a line 122.83 feet north of and parallel to East 43rd Street (as measured at the west right-of-way line of South Drexel Boulevard and perpendicular thereto); South Drexel Boulevard; a line 97.83 feet north of and parallel to East 43rd Street (as measured at the west right-of-way line of South Drexel Boulevard and perpendicular thereto); and the alley next west of South Drexel Boulevard,

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.

*Reclassification Of Area Shown On Map Number 11-J.
(As Amended)
(Application Number 15270)*

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 11-J in the area bounded by:

West Montrose Avenue; a line 58.46 feet west of and parallel to North Drake Avenue; the public alley next south of and parallel to West Montrose Avenue; and a line 95.96 feet west of and parallel to North Drake Avenue,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 11-J.
(Application Number 15274)*

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 Community Shopping District symbols and indications as shown on Map Number 11-J in the area bounded by:

North Kedzie Avenue; West Cullom Avenue; the public alley next west of and parallel to North Kedzie Avenue; and a line 50 feet north of and parallel to West Cullom 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 18-G.
(Application Number 14714)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit District symbols and indications as shown on Map Number 18-G in the area bounded by:

a line 23.10 feet north of and parallel to West 73rd Street; the alley next east of and parallel to South May Street; West 73rd Street; and South May Street,

to those of an RT4 Residential District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-E.
(Application Number 15269)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 22-E in the area bounded by:

a line 34 feet north of and parallel to East 93rd Street; the alley next east of and parallel to South Dr. Martin Luther King, Jr. Drive; East 93rd Street; and South Dr. Martin Luther King Jr. Drive,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

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

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS
13-M, 15-M, 20-E AND 28-H.

(Committee Meeting Held December 15, 2005)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 15, 2005, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-350, TAD-351, TAD-354, 15272, 15270, 13649, 15126 and A-5808.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 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 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

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

The following 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 13-M.
(Application Number 15053)

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 13-M in the area bounded by:

a line 650 feet south of and parallel to West Catalpa Avenue; North Central Avenue; a line 750 feet south of and parallel to West Catalpa Avenue; and the public alley next west of and parallel to North Central Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 15-M.
(Application Number 14940)*

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 (Detached House) District symbols and indications as shown on Map Number 15-M in the area bounded by:

North Melvina Avenue; a line 117.00 feet northeast of and parallel to the northeasterly line of North Milwaukee Avenue as widened; a line 28.60 feet northeasterly along the southeasterly line of Lot 8 in Edward J. Lesker's Addition to Chicago from the southern point of said Lot 8; and a line 33.65 feet southeasterly from the southeasterly line of Lot 8 in Edward J. Lesker's Addition to Chicago to that point on North Melvina Avenue which is 308.52 feet south of the southwest corner of the intersection of North Melvina Avenue and West Huntington Street,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 20-E.
(Application Number 15282)*

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols as shown on Map Number 20-E in the area bounded by:

a line 50 feet south of and parallel to East 82nd Street; South Cottage Grove Avenue; a line 150 feet south of and parallel to East 82nd Street; and the public alley next west of and parallel to South Cottage Grove Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 28-H.
(Application Number 15275)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-H in the area bounded by:

a line 266.00 feet southeast of and parallel to South Vincennes Avenue; West Monterey Avenue; South Davol Street; and the public alley next northeast of and parallel to West Waseca Place,

to those of a B2-3 Neighborhood Mixed-Use District.

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

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

(Committee Meeting Held December 15, 2005)

The Committee on Zoning submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 15, 2005, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-350, TAD-351, TAD-354, 15272, 15270, 13649, 15126 and A-5808.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15272, 15268, 15265, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 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 ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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-E.
(As Amended)
(Application Number 13649)

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 DX-12 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-E in the area bounded by:

the east/west public alley next north of and parallel to East Huron Street; a line 85.09 feet east of and parallel to North State Street; East Huron Street; and North State Street,

to the designation of a Residential Planned Development and a corresponding use district is hereby established in the area above described, subject to the use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as Residential Planned Development Number _____ (the "Planned Development") consists of approximately eight thousand five hundred nine (8,509) net square feet (approximately zero and one hundred ninety-five thousandths (0.195) acres) of real property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the applicant, Home Sweet Homes, L.L.C. ("Applicant").
2. All applicable official reviews, approvals or permits required in connection with this Planned Development shall be obtained by 8 East Huron

Associates L.L.C., its successors, assigns or grantees. Any dedication or vacation of streets and alleys, or easements or adjustments of rights-of-way, or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant, its successors, assigns or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors.

Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by 8 East Huron Associates L.L.C.. No consents or approvals are required from any others. However, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interest or obligations therein.

4. This plan of development consists of sixteen (16) statements; a Bulk Regulation and Data Table; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Existing Zoning Map; Site Plan; Landscape Plan -- Ground Floor; Planting Details; Plant List; Roof Plan; Green Roof Plan; Floor Area Bonus Worksheet; and Building Elevations. Full-size copies of the Site Plan; Landscape Plans; Green Roof Plan; Roof Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The 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 following uses shall be permitted in this Planned Development: residential uses including but not limited to dwelling units and multi-family dwelling units, retail, offices (business and professional), parking, related uses and all uses allowed in the DX-12 Downtown Mixed-Use District. However, the limitations of Section 17-9-0114-B shall not apply.

6. Identification and other necessary signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs shall be permitted.
7. Off-street parking and loading facilities shall be in compliance with this Planned Development, subject to the review and approval of the Departments of Transportation and Planning and Development. A minimum of two percent (2%) of all parking spaces shall be accessible parking.
8. Any service drive or any other means of ingress or egress, including for emergency vehicles, shall be adequately designed and paved in accordance with the provisions of the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking within such paved areas or within fire lanes. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the Chicago.
9. In addition to the maximum height of the proposed buildings or any appurtenance thereto, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
10. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulation and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definitions of the 2005 Chicago Zoning Ordinance shall apply. 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 in excess of five thousand (5,000) square feet devoted to mechanical/electrical equipment in a single location, regardless of placement in the building, maintenance spaces and all trash rooms, shall be excluded.
11. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the 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 Plan, Landscape Plans, the Building Elevations and the Bulk

Regulation and Data Table. In addition, parkway trees shall be installed, as necessary, and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines, except as provided herein and on the attached plans.

- A. Landscape Ordinance And/Or Guide Relief For North State Street. Whereas the Landscape Ordinance and/or Guide may require up to one hundred (100) square feet of sidewalk planters along North State Street, Applicant shall only be required to install six (6) landscape planters, each planter shall be approximately four (4) feet in diameter, for a total of approximately seventy-five (75) square feet of planters on private property, as more fully detailed on the Landscape Plan -- Ground Floor.
 - B. Dog Run. The project will include a dog run.
 - C. Green Roof. Applicant shall install a vegetated green roof of approximately five thousand five hundred fifty-five (5,555) square feet in substantial conformance with the Green Roof Plan. However, the actual location of the green roof may change, subject to the approval of the Department of Planning and Development.
12. The Applicant acknowledges that it is in the public interest to design, construct and/maintain the project in a manner that promotes, enables and maximizes access throughout the Property. Therefore, at the time when Part II approvals are sought, the 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.
13. Except for those plans which are approved and are referenced in Statement 4 above, prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance ("Part II approval") for development or redevelopment of any development parcels within the Planned Development, a site plan for the proposed development, including parking areas and street access, shall be submitted to the Commissioner of the Department of Planning and Development for approval. No Part II approval for work for which a site plan must be submitted to the Commissioner shall be granted until the site plan has been approved by the Commissioner.

Following approval of a site plan by the Commissioner, the approved plan shall be kept on permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development. The approved site plan may be changed or modified pursuant to the minor change provisions of Section 17-13-0611 of the Chicago Zoning Ordinance and Statement Number 14 of this Plan of Development.

A site plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- A. the boundaries of the Property;
- B. the footprint of the improvements;
- C. location and dimensions of all loading berths;
- D. preliminary landscaping plan prepared by a landscape architect with final landscaping plan to be approved at Part II stage;
- E. all pedestrian circulation routes;
- F. the location of any adjacent public improvements;
- G. preliminary elevations of the improvements; and
- H. statistical information applicable to the Property limited to the following:
 - i. floor area and floor area ratio;
 - ii. uses to be established;
 - iii. building heights; and
 - iv. all setbacks, required and provided.

A site plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development.

14. The terms, conditions and exhibits of this Planned Development may be modified administratively, by the Commissioner of the Department of Planning and Development, upon the application for such modification by 8 East Huron Associates L.L.C. or its designee and after a determination

by the Commissioner of Planning and Development that such 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 of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

15. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of natural resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within the Property in a manner generally consistent with the Leadership in Energy and Environmental Design (L.E.E.D.) Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development.
16. Unless substantial construction of any portion of the Planned Development has commenced within six (6) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire and the zoning of the Property shall automatically revert to that of the pre-existing DX-12 Downtown Mixed-Use District. No further sunset or "Lapse of Approval" provisions shall apply.

[Floor Area Bonus Worksheet referred to in these Plan
of Development Statements unavailable
at time of printing.]

[Planned Development Boundary and Property Line Map; Existing
Land-Use Map; Existing Zoning Map; Site Plan; Landscape
Plan -- Ground Floor; Planting Details; Plant List; Roof
Plan; Green Roof Plan; and Building Elevation
Drawings referred to in these Plan of
Development Statements printed on
pages 68343 through 68355
of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

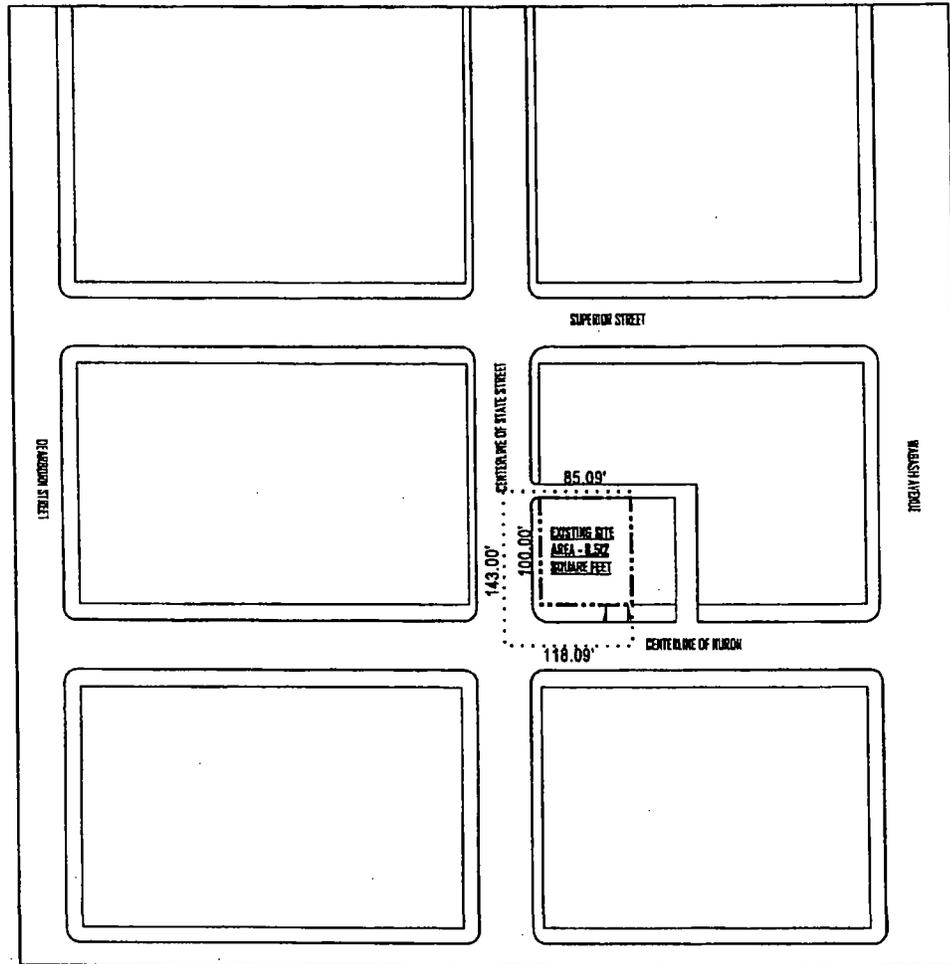
Bulk Regulations And Data Table.

1. Net Site Area:	8,509 square feet (.915 acres)
2. Maximum Floor Area Ratio:	16.5
3. Maximum Percentage of Land Coverage: (Excludes Impervious Surfaces):	100%
4. Maximum Number of Dwelling Units:	74 dwelling units
5. Minimum Number of Off-street Parking Spaces:	1 space/dwelling unit
6. Minimum Number of Bike Parking Spaces:	1 space/2 parking spaces
7. Minimum Periphery Setbacks:	
-- North at alley	0 feet, 0 inch
-- South at Huron Street	0 feet, 0 inch
-- East at property line	0 feet, 0 inch
-- West at State Street	0 feet, 0 inch
8. Maximum Building Height: (based on average sidewalk elevations)	310 feet (plus 35 feet for mechanical penthouse, roof mechanical units, roof access stairs and similar appurtenances)
9. Number of Off-Street Loading Berths	1 space (10 feet by 25 feet)

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to approval of the Department of Planning and Development.

These regulations relate to the ultimate development within the planned development area. Interim stages of development may exceed these permitted standards, subject to the approval of the Department of Planning and Development.

Planned Development Boundary
And Property Line Map.



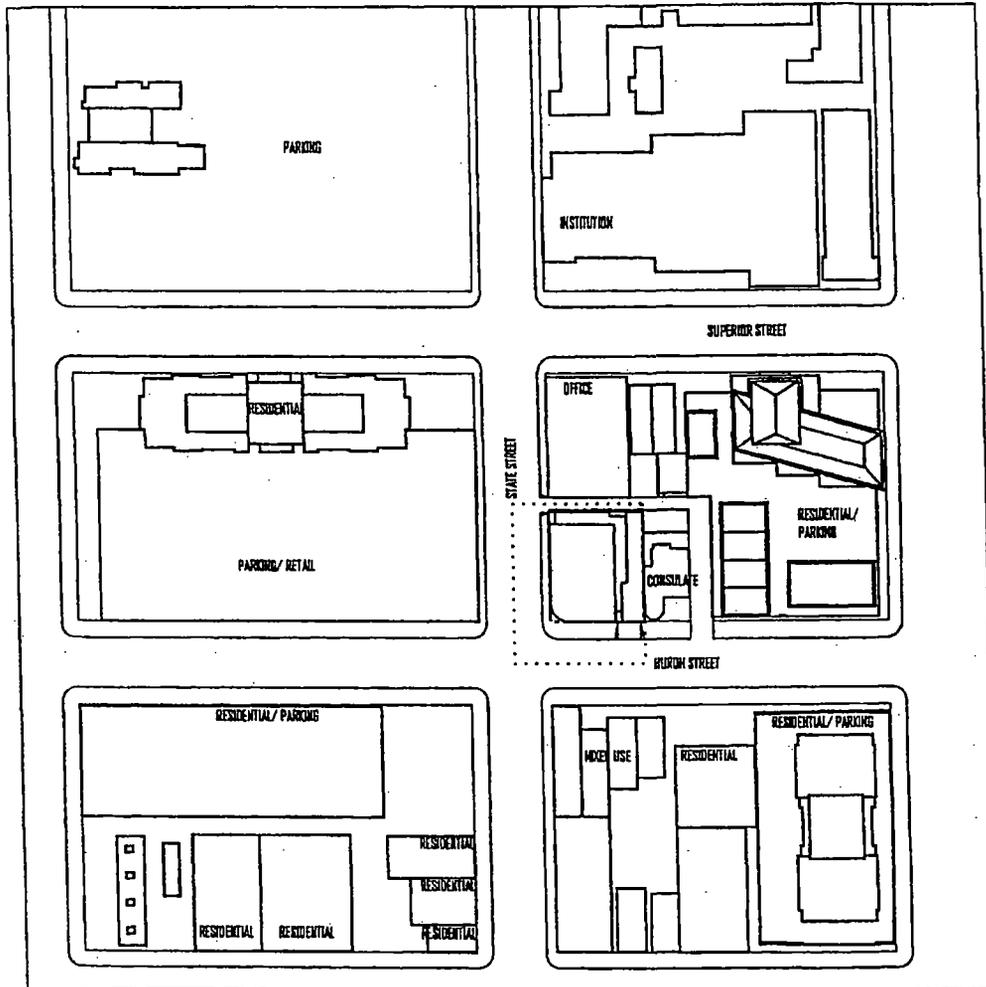
Applicant: Home Sweet Homes, LLC
 2-8 East Huron Street
 701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005

LEGEND
 PROPERTY LINE ———
 PLANNED DEVELOPMENT BOUNDARY ·····



Existing Land-Use Map.



Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005

LEGEND

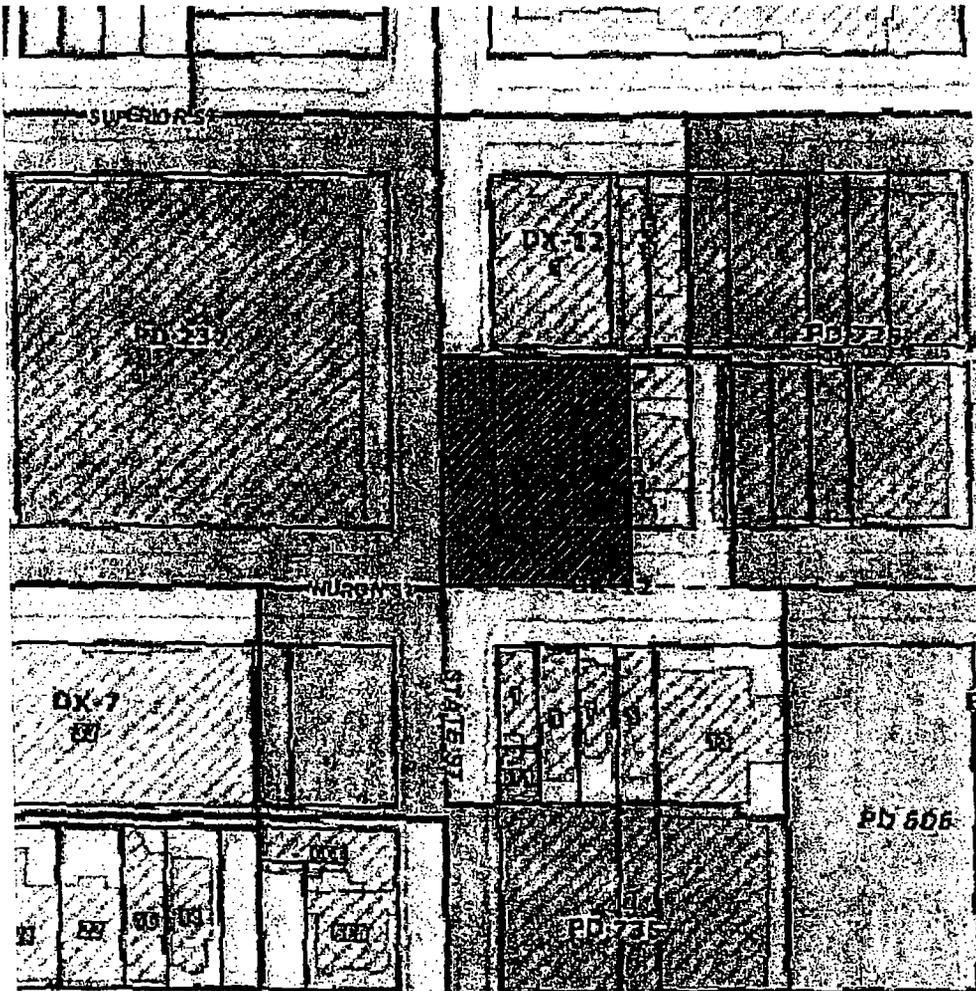
PLANNED DEVELOPMENT
BOUNDARY

North



Existing Zoning Map.

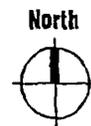
Chicago Zoning Ordinance



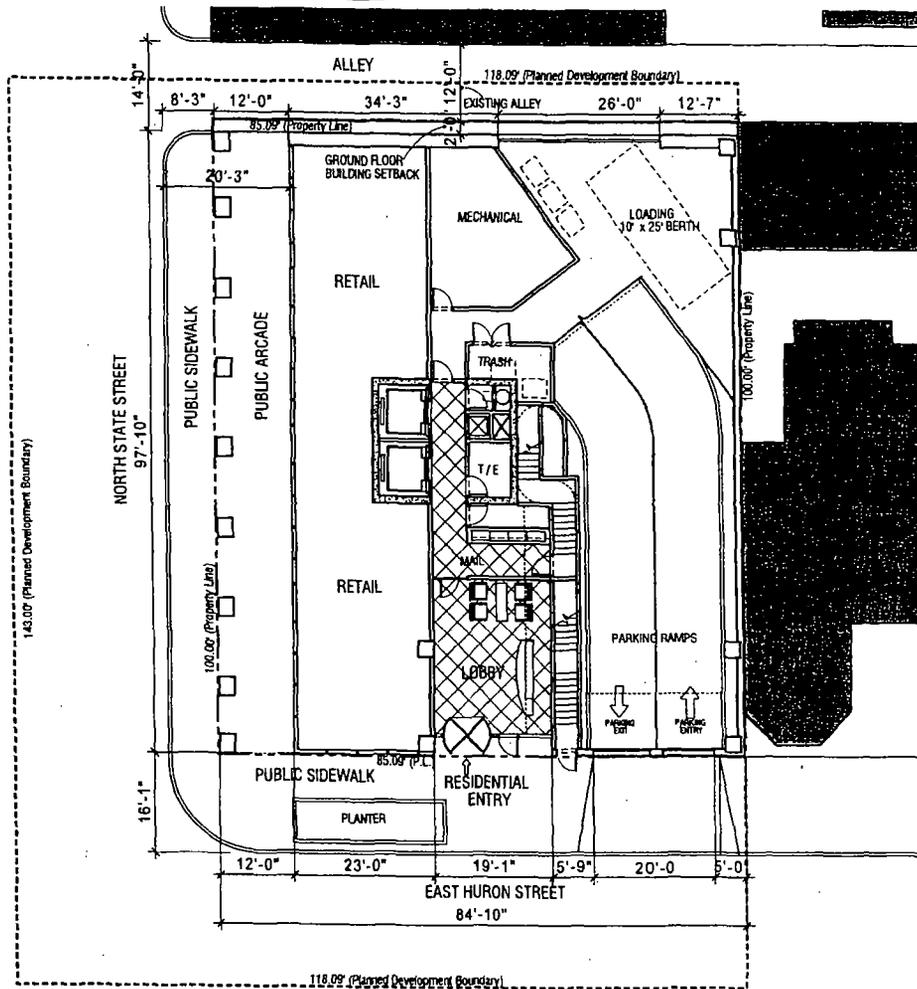
Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Planned Development Boundary 

Date: May 01, 2002
Revised: November 17, 2005



Site Plan.

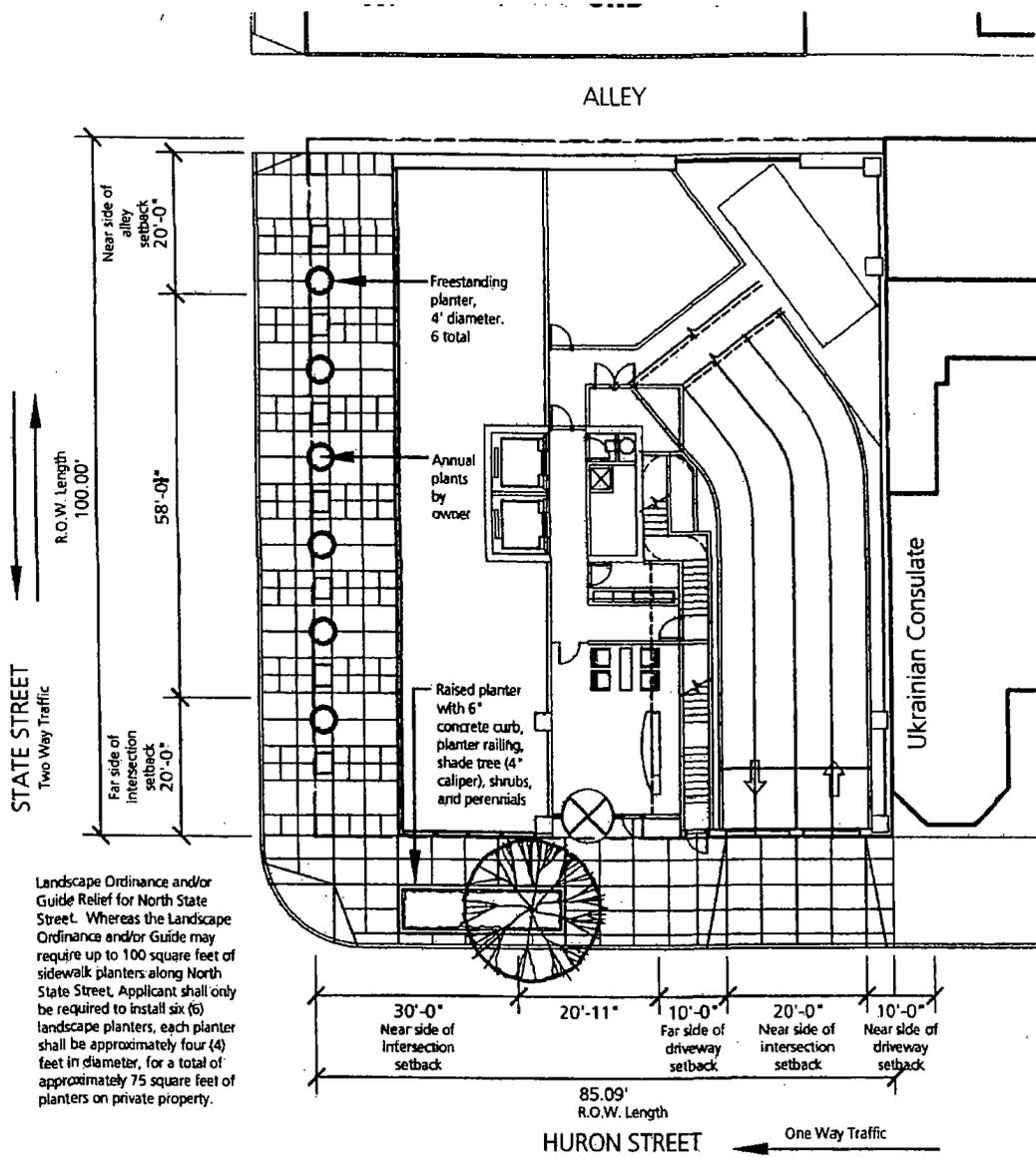


Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005



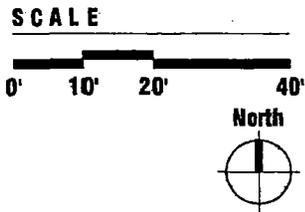
Landscape Plan -- Ground Floor.



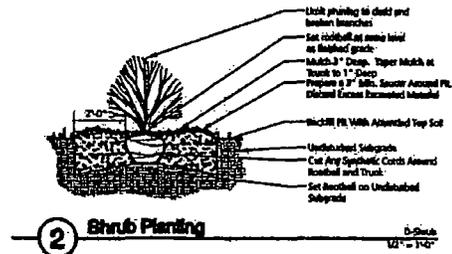
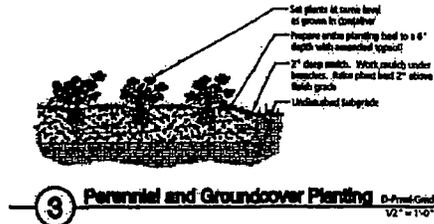
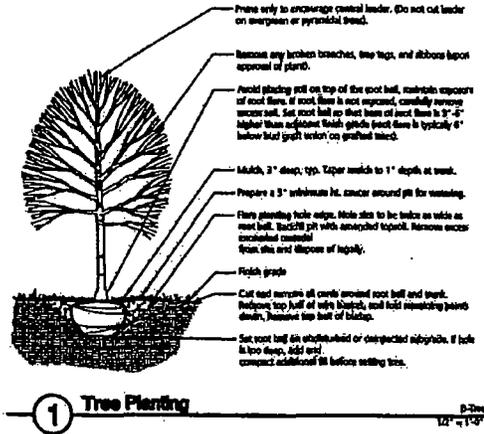
Landscape Ordinance and/or Guide Relief for North State Street. Whereas the Landscape Ordinance and/or Guide may require up to 100 square feet of sidewalk planters along North State Street, Applicant shall only be required to install six (6) landscape planters, each planter shall be approximately four (4) feet in diameter, for a total of approximately 75 square feet of planters on private property.

Applicant: Home Sweet Homes, LLC
 2-8 East Huron Street
 701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005



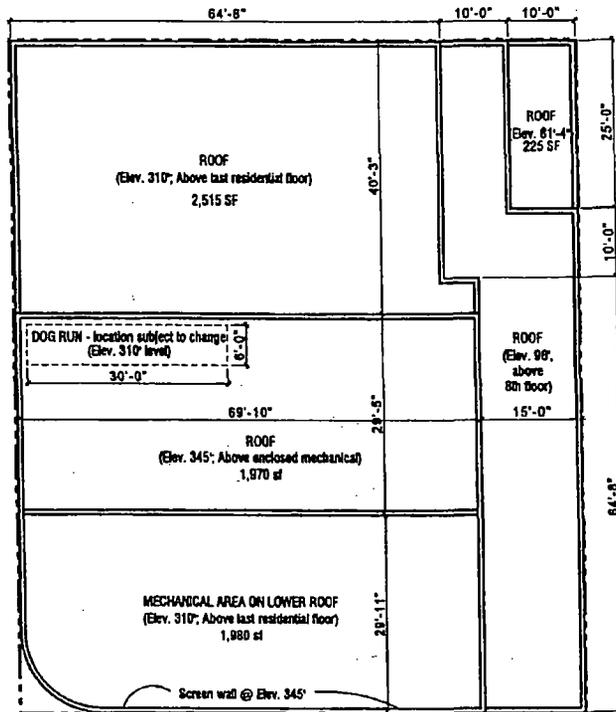
Planting Details.



Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005

Roof Plan.

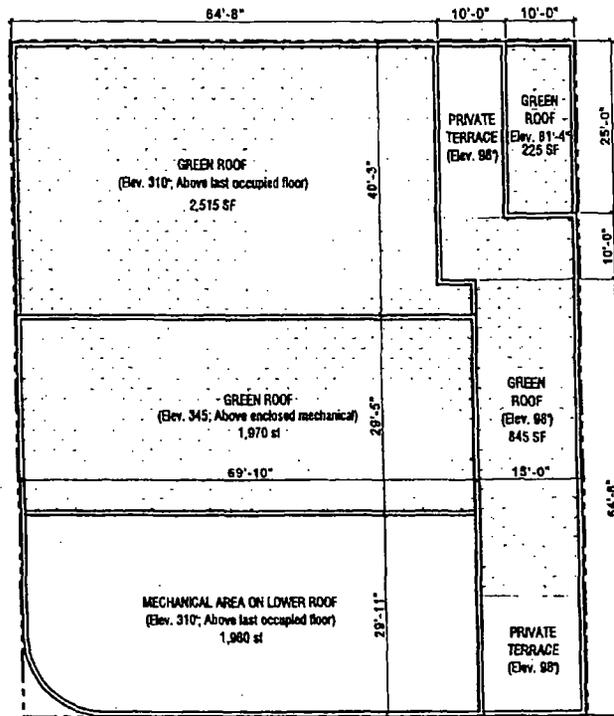


Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005



Green Roof Plan.



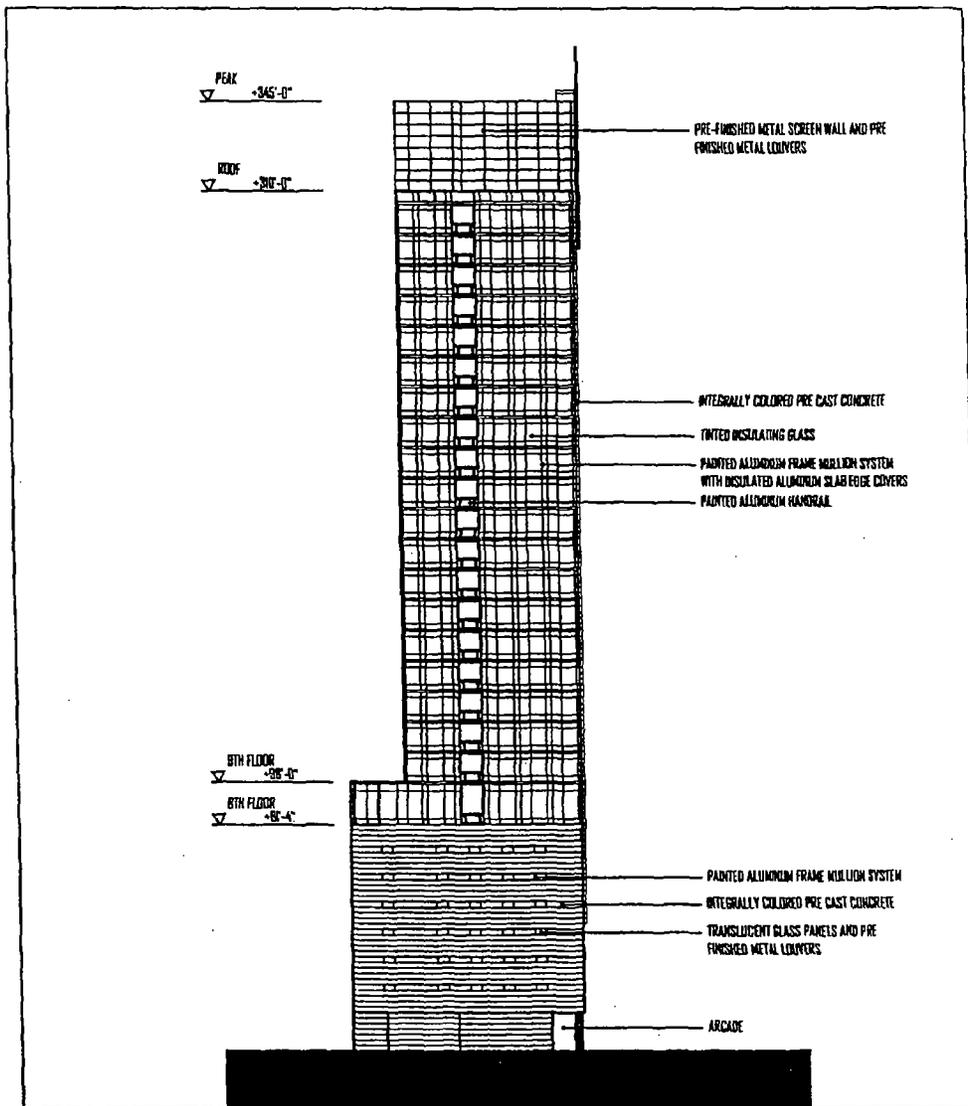
GROSS ROOF AREA	8,410 sf
MECHANICAL AREA	1,980 sf
NET ROOF AREA	6,430 sf
GREEN ROOF	3,215 sf
50% MINIMUM GREEN ROOF FOR BONUS	2,340 sf
TOTAL GREEN ROOF	5,555 sf

Applicant: Home Sweet Homes, LLC
 2-8 East Huron Street
 701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005



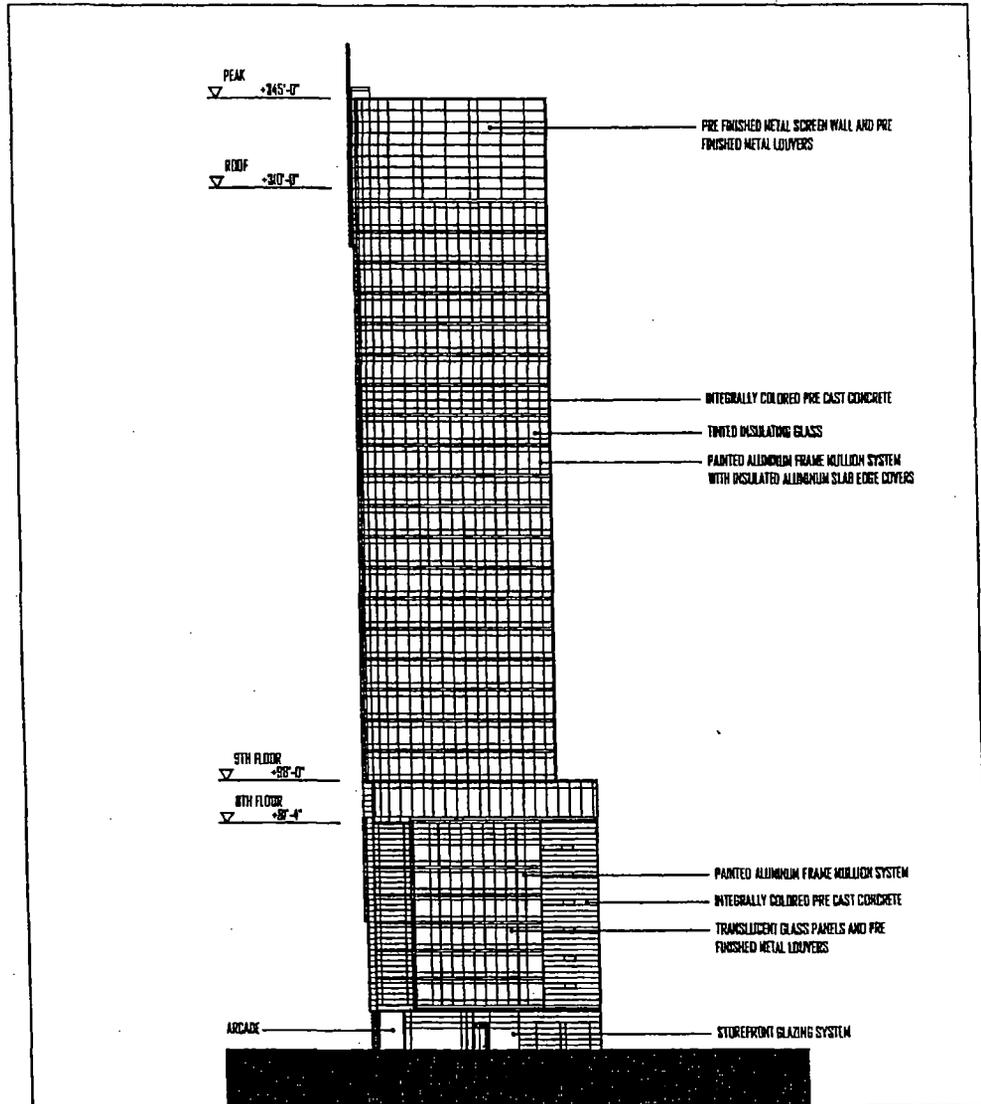
Building Elevation (North).



Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005

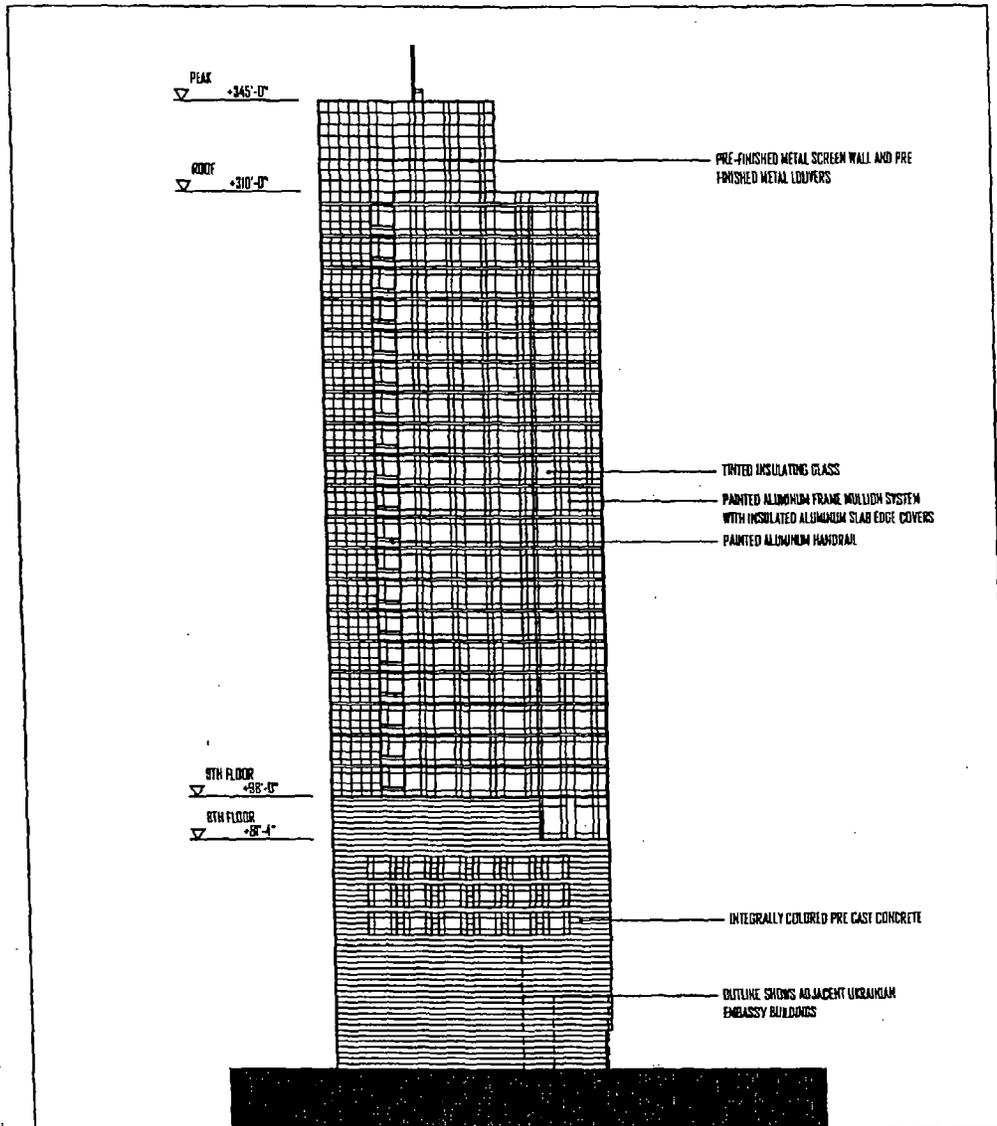
Building Elevation (South).



Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005

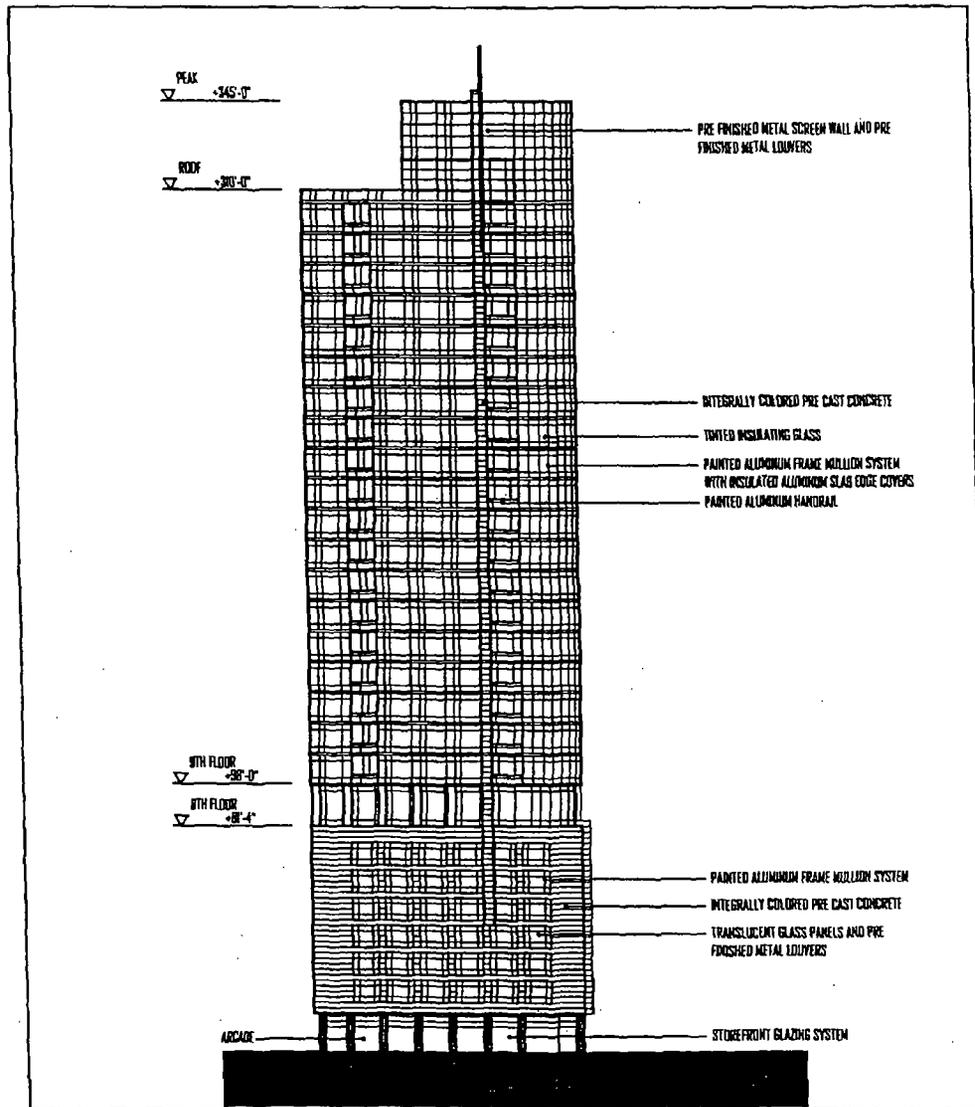
Building Elevation (East).



Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005

Building Elevation (West).



Applicant: Home Sweet Homes, LLC
2-8 East Huron Street
701-711 North State Street

Date: May 01, 2002
Revised: November 17, 2005

*Reclassification Of Area Shown On Map Number 2-G.
(Application Number A-5835)*

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Rundell Place; a line 275 feet east of and parallel to South Aberdeen Street; West Monroe Street; South Aberdeen Street; a line 80 feet south of and parallel to West Rundell Place; and a line 132 feet east of and parallel to South Aberdeen Street,

to those of a DX-3 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map Number 2-I.
(Application Number 15259)*

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 2-I in the area bounded by:

West Arthington Street; South Western Avenue; a line 48.50 feet south of and parallel to West Arthington Street; and the public alley next west of and parallel to South Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 2-K.
(Application Number 15260)

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 B2-2 Neighborhood Mixed-Used District symbols and indications as shown on Map Number 2-K in the area bounded by:

West Madison Street; a line 125 feet east of and parallel to South Kilpatrick Avenue; the public alley next south of and parallel to West Madison Street; and a line 100 feet east of and parallel to South Kilpatrick Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-F.
(Application Number A-5829)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4.5 Residential Two-Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 5-F in the area bounded by:

West Dickens Avenue; the alley next east of and parallel to North Mohawk Street; a line 85.6 feet south of and parallel to West Dickens Avenue; North Cleveland Avenue; the second alley north of and parallel to West Armitage Avenue; the alley next east of and parallel to North Cleveland Avenue; the alley next north of and parallel to West Armitage Avenue; a line 116.15 feet east of and parallel to North Cleveland Avenue; West Armitage Avenue; the alley next east of and parallel to North Hudson Avenue; a line 72 feet south of and parallel to West Armitage Avenue; North Sedgwick Street; the second alley north of and parallel to West Wisconsin Street; the alley next southwest of North Lincoln Avenue; the

alley next north of and parallel to West Wisconsin Street; a line 269.89 feet east of and parallel to North Sedgwick Street; West Wisconsin Street; North Sedgwick Street; West Menomonee Street; North Fern Court; a line 194.5 feet south of and parallel to West Menomonee Street; North St. Michaels Court; West Eugenie Street; a line 75.7 feet west of and parallel to North Hudson Avenue; a line 92.31 feet south of and parallel to West Eugenie Street; the alley next west of and parallel to North Hudson Avenue; a line 169.97 feet south of and parallel to West Eugenie Street; a line beginning at a point 123.62 feet west of North Hudson Avenue and 169.97 feet south of West Eugenie Street and running southwesterly to a point 123 feet east of North Cleveland Avenue and a point 315 feet north of West North Avenue; a line 315 north of and parallel to West North Avenue; a line beginning at a point 315 feet north of West North Avenue and 88.1 feet east of North Cleveland Avenue running southwesterly to a point 281 feet north of West North Avenue and 54 feet east of North Cleveland Avenue; a line 281 feet north of and parallel to West North Avenue; North Cleveland Avenue; West North Avenue; North Mohawk Street; a line 78 feet south of and parallel to West Eugenie Street; a line 122 feet east of and parallel to North Larrabee Street; West Eugenie Street; North Larrabee Street; West Willow Street; the alley next west of North Larrabee Street; and West Armitage Avenue and the alley next east of North Larrabee Street,

to those of an RM5 Residential Multi-Unit District is hereby established in the area above described.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 15296)

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 5-H in the area bounded by:

a line 308.26 feet north of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Winchester Avenue; a line 284.26 feet north of and parallel to West Wabansia Avenue; and North Winchester 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-I.
(Application Number 15252)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 5-I in the area bounded by:

the alley next north of and parallel to West Armitage Avenue; a line 546 feet east of and parallel to North California Avenue; West Armitage Avenue; and a line 521 feet east of and parallel to North California Avenue,

to those of a B3-2 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 6-F.
(Application Number 15256)

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 M2-2 Light Industry District symbols and indications as shown on Map Number 6-F in the area bounded by:

West 24th Street; South Canal Street; a line 75 feet south of and parallel to West 24th Street; and a line 90 feet west of and parallel to South Canal Street,

to those of a C2-3 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-5761)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM5 Residential Multi-Unit District symbols and indications on Map Number 7-G in the area bounded by:

the alley next south of and parallel to West Belmont Avenue; a line 325.25 feet east of and parallel to North Sheffield Avenue; West Fletcher Street; a line 375.25 feet east of and parallel to North Sheffield Avenue; the alley next south of and parallel to West Belmont Avenue; the alley next west of North Clark Street; West Fletcher Street; the alley next west of North Clark Street; the alley next south of and parallel to West Fletcher Street; the alley next west of North Clark Street; West Barry Avenue; a line 297 feet west of and parallel to North Halsted Street; a line 132.3 feet south of and parallel to West Barry Avenue; a line 345.36 feet east of and parallel to North Wilton Avenue; a line 299 feet north of and parallel to West Wellington Avenue; North Wilton Avenue; West Barry Avenue; a line 50 feet east of and parallel to North Sheffield Avenue; the alley next south of and parallel to West Fletcher Street; a line 73 feet east of and parallel to North Sheffield Avenue; West Fletcher Street; a line 100 feet east of and parallel to North Sheffield Avenue; the alley next south of and parallel to West Fletcher Street; a line 137.58 feet east of and parallel to North Sheffield Avenue; West Fletcher Street; and a line 200.25 feet east of and parallel to North Sheffield Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-I.
(Application Number 15293)

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 District symbols and indications as shown on Map Number 7-I in the area bounded by:

West Wellington Avenue; North Albany Avenue; a line 49.69 feet south of West Wellington Avenue; and the alley next west of North Albany Avenue,

to those of a C1-1 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-J.
(Application Number 15273)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current B3-1 Community Shopping District symbols and indications as shown on Map Number 7-J in the following area:

a line 237.25 feet north of West Diversey Avenue; North Kedzie Avenue; a line 212.25 feet north of West Diversey Avenue; and the alley next west of North Kedzie Avenue,

to those of a B2-1.5 Neighborhood Mixed-Use District which is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 7-O.
(Application Number 15257)

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 (Detached House) District symbols and indications as shown on Map Number 7-O in the area bounded by:

a line 207.37 feet south of and parallel to West Belmont Avenue; North Oketo Avenue; a line 273.37 feet south of and parallel to West Belmont Avenue; and a line 133.19 feet west of and parallel to North Oketo Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 8-I.
(Application Number 15222)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols as shown on Map Number 8-I in the area bounded by:

the public alley next north of and parallel to West 38th Street; a line 700 feet east of and parallel to South Sacramento Avenue; West 38th Street; and a line 675 feet east of and parallel to South Sacramento Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-J.
(Application Number 15247)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 9-J in the area bounded by:

West Irving Park Road; North Bernard Street; the public alley next south of and parallel to West Irving Park Road; and a line 97.42 feet west of and parallel to North Bernard Street,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-K.
(Application Number 15250)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-3 Community Shopping District symbols and indications as shown on Map Number 11-K in the area bounded by:

West Lawrence Avenue; a line 81.54 feet east of and parallel to North Kilbourn Avenue; the public alley next south of and parallel to West Lawrence Avenue; and North Kilbourn Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 14-I.
(Application Number 15278)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols as shown on Map Number 14-I in the area bounded by:

the public alley next north of and parallel to West 63rd Street; a line 107.12 feet east of and parallel to South Maplewood Avenue; West 63rd Street; and South Maplewood Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 15-G.
(Application Number 15249)*

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 15-G in the area bounded by:

a line 178.54 feet northwesterly of North Ridge Avenue; West Ardmore Avenue (as measured along North Ridge Avenue); a line 80.75 feet west of North Ridge Avenue; a line 53.80 feet north of West Ardmore Avenue; a line 80.75 feet west of North Ridge Avenue; a line 88.72 feet north of West Ardmore Avenue; a line 100.70 feet west of North Ridge Avenue; a line 76.30 feet north of West Ardmore Avenue; a line 83.10 feet north of West Ardmore Avenue; a line 235.85 feet east of North Clark Street; a line 86.10 north of West Ardmore Avenue; a line 236.03 feet east of North Clark Street; a line 87.66 feet north of West Ardmore Avenue; a line 237.45 feet east of North Clark Street; a line 120.33 feet north of West Ardmore Avenue; a line 201.67 feet east of North Clark Street; a line 402.72 feet southerly of North Ridge Avenue; and North Clark Street (as measured along North Ridge Avenue),

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 15-L.
(Application Number 14861)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 15-L in the area bounded by:

a line 250 feet north of and parallel to West Bryn Mawr Avenue; the alley next east of and parallel to North Central Avenue; a line 200 feet north of and parallel to West Bryn Mawr Avenue; and North Central Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-L.
(Application Number 14849)

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 C2-1 Motor Vehicle-Related Commercial District symbols as shown on Map Number 16-L in the area bounded by:

West 63rd Street; a line 57.69 feet east of and parallel to South Laporte Avenue; the public alley next south of and parallel to West 63rd Street; and South Laporte Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District which is hereby established in the area above described.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 18-C.
(Application Number 15285)*

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 18-C in the area bounded by:

East 75th Street; South Yates Avenue; the public alley next south of and parallel to East 75th Street; and a line 50 feet west of and parallel to South Yates Avenue,

to those of a B3-2 Community Shopping District which is hereby established in the area above described.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 24-H.
(Application Number 15255)*

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 of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 24-H in the area bounded by:

the public alley next north of and parallel to West 99th Street; a line 141 feet east of and parallel to South Wood Street; West 99th Street; and a line 100 feet east of and parallel to South Wood Street,

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 26-I.
(Application Number 15229)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 26-I in the area bounded by:

a line 119 feet north of and parallel to West 106th Street; South Western Avenue; a line 89 feet north of and parallel to West 106th Street; and the alley next west of South Western Avenue,

to those of a B1-2 Neighborhood Shopping District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 30-E.
(As Amended)
(Application Number A-5808)

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 30-E in the area bounded by:

the alley next north of and parallel to East 119th Place; a line 177.75 feet west of and parallel to South Michigan Avenue; East 119th Place; and a line 252.50 feet west of and parallel to South Michigan Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Action Deferred -- AMENDMENT OF TITLE 17, CHAPTER 11
OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) TO REQUIRE INSTALLATION OF
ORNAMENTAL FENCING ALONG PERIMETER
OF VEHICULAR USE AREAS WITHIN
RESIDENTIAL DISTRICTS.
(Application Number TAD-351)

(Committee Meeting Held December 15, 2005)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Suarez, *Deferred* and ordered published:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 15, 2005, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-350, TAD-351, TAD-354, 15272, 15270, 13649, 15126 and A-5808.

Please let the record reflect that I, William J. P. Banks abstained from voting and recused myself on Application Numbers 15272, 15268, 15265, 15266, 15270, 15274, 15269, 15264, 15267, 15271, 14714, 15126 and 15169 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, together with Alderman Suarez, move to *Defer* the substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15272, 15268, 15265, 15266, 15270, 15274, 15269, 15264, 15267, 15271,

14714, 15126 and 15169 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by amending Section 17-11-0202-C by deleting the language struck-through and adding the language underscored as follows:

17-11-0202-C Fencing.

Ornamental fencing is required to be installed along the perimeter of vehicular use areas adjacent to front and street side (corner property lines) and abutting any existing front yard of property located within an R district.

* * * * *

3. Any pre-existing vehicular use areas must have ornamental fencing installed behind any existing hedges or, when no hedges exist, at the property line based on the following schedule:

	Size Of Vehicular	Required Date
Central Area	Any	January 1, 2002
Outside of Central Area	30,000 square feet or more	January 1, 2004

	Size Of Vehicular	Required Date
Outside of Central Area	1,201-29,999 square feet	January 1, 2006
	<u>8,000 to 29,999 square feet</u>	<u>January 1, 2007</u>
<u>Outside of Central Area</u>	<u>2,000 to 7,999 square feet</u>	<u>January 1, 2008</u>

Note: For purposes of this provision, the Central Area is the area bounded by West North Avenue, Lake Michigan, East Cermak Road and North Ashland Avenue.

SECTION 2. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by amending Section 17-11-0600 by adding the language as underscored:

17-11-0600 Administrative Adjustments.

17-11-0601 Fencing Standards.

The Zoning Administrator is authorized to approve an administrative adjustment waiving or modifying the fence standards of Section 17-11-0202-C when:

17-11-0601-A The vehicular use area is located within an M District, a Transportation District or a Planned Manufacturing District; and

17-11-0601-B The Zoning Administrator determines that the vehicular use area is isolated from R zoning districts and residential uses (see the administrative adjustment provisions of Section 17-13-1000).

17-11-0601-C The Zoning Administrator is authorized to grant an Administrative Adjustment from the fencing requirements of Section 17-11-0202-C3 for any pre-existing vehicular use area with less than 31 feet of frontage and where the existing access is from a street.

17-11-0601-D The Zoning Administrator is authorized to grant an Administrative Adjustment from the fencing requirements of Section 17-11-0202-C3 for pre-existing vehicular use areas owned or operated by a nonprofit or charitable organization where the existing parking lot has less than 50 feet of frontage and where the existing access is from a street.

SECTION 3. This ordinance shall be effective after its passage and publication.

JOINT COMMITTEE.**COMMITTEE ON LICENSE AND CONSUMER PROTECTION
AND
COMMITTEE ON BUILDINGS.**

**AMENDMENT OF TITLES 4, 13 AND 15 OF MUNICIPAL CODE
OF CHICAGO CONCERNING SPECIAL CLUB LICENSE
APPLICATIONS, ROOFTOP STRUCTURES AND
APPURTENANCES THERETO WITHIN
WRIGLEY FIELD ADJACENT AREA.**

A Joint Committee, comprised of the members of the Committee on License and Consumer Protection and the members of the Committee on Buildings, submitted the following report:

CHICAGO, January 11, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection and Committee on Buildings, having under consideration a substitute ordinance introduced by Alderman Thomas Tunney (which was referred on November 30, 2005), begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Joint Committee on January 10, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
*Committee on License
and Consumer Protection,
Chairman.*

(Signed) BERNARD L. STONE,
*Committee on Buildings,
Chairman.*

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 4-388 of the Municipal Code of Chicago is hereby amended by adding Sections 4-388-065, 4-388-075, 4-388-097, 4-388-175; 4-388-190, 4-388-200, 4-388-210 and 4-388-220, by adding the language underscored and by deleting the language struck through, as follows:

4-388-010 Definitions.

Whenever used in this chapter the following words and phrases shall have the following meanings:

(a) "Rooftops" means for any building in the Wrigley Field Adjacent Area in which a special club license is located: (i) the roof ~~or top~~ of a the building and any enclosed area, deck or other structure on or above the roof of the building; and (ii) the upper enclosed floor directly below the roof of a the building.

(b) "Wrigley Field Adjacent Area" means only that property included inside the following boundary line: the alley next north of and parallel to West Waveland Avenue; North Kenmore Avenue; a line 29.15 feet north of West Waveland Avenue; the alley next west of and parallel to North Sheffield Avenue; a line 79.4 feet north of West Waveland Avenue; North Sheffield Avenue; West Waveland Avenue; the westerly right-of-way of the Chicago Transit Authority elevated structure; West Addison Street; North Sheffield Avenue; West Waveland Avenue; and North Seminary Avenue.

~~(b) "Wrigley Field Adjacent Area" means only that portion of West Waveland Avenue, 1000 West Waveland to 1060 West Waveland, inclusive, and only that~~

~~portion of North Sheffield Avenue, from 3600 North Sheffield to 3659 North Sheffield Avenue, inclusive.~~

(Omitted text is unaffected by this ordinance.)

(h) "Roof level" means the roof of the building, and any deck, seating structure or other structure located on, or extending above, the roof.

4-388-050 Special Club License -- Application -- Contents.

Application for a special club license shall be made in writing on a form provided by the director, and signed under oath by the applicant. If the applicant is a corporation, a duly authorized agent shall sign the application. If the owner is a partnership, the application shall be signed by the partners. The application shall set forth the location and a description of the property used or intended for use by the special club licensee, indicating the seating capacity and rooftop ~~of the~~ location, and shall contain the following information:

(a) the full name and current telephone number of the applicant in the case of an individual; in the case of a partnership, the name and addresses of all persons entitled to share in the profits thereof, in the case of a corporation, the names and addresses of the directors, officers, all persons owning directly or beneficially more than five percent of the corporation and the person operating as manager of the premises; and in the case of a club, the date of its incorporation, the ~~objects~~ objectives for which it was organized, and the names and addresses of the officers and directors and the person operating as manager. If the applicant is a partnership, corporation or club, the applicant shall also provide the current telephone number of its authorized agent;

(b) the name and address of the owner of the premises. If the premises are leased:

(1) a copy of the lease;

(2) the name, address and telephone number of the manager of the premises;

(c) a statement whether the applicant has made application for a business license on premises other than that described in the application, and the disposition of such application;

(d) any such other information as may be required by the director;

(e) \$500.00 special club license fee; and

(f) a statement from an engineer that complies with the requirements of Section 4-388-210 of this chapter; provided that this statement shall only be required for initial license applications, and shall not be required for renewals or transfers of special club licenses, except as provided in Section 4-388-070(c).

If a change in any information required in this section occurs at any time during a license period, the licensee shall file a statement, executed in the same manner as an application, indicating the nature and effective date of the change. The supplemental statement shall be filed within ten days after the change takes effect.

4-388-060 Special Club License -- Application -- Approval Conditions.

(a) Each application and all information required to be furnished in connection therewith or a copy thereof shall be referred to the building commissioner, the zoning administrator, and the director deputy fire commissioner in charge of the bureau of fire prevention ~~and the superintendent of police, all of who shall conduct an inspection of the building, including the proposed licensed location and all other uses in the building, for compliance with the applicable provisions of the Municipal Code.~~

(b) Within 21 days after receipt of the application or copy thereof, each officer shall certify to the department of business affairs and licensing whether or not the specified place complies in every respect with the applicable provisions of this Code relating to his department. Owners of buildings that vary from the building provisions of the Municipal Code may seek an approval of suitability from the committee on standards and tests, pursuant to Chapter 13-16. The department of business affairs and licensing shall review the application and the reports of the officers and, if approved, shall transmit its approval to the director of business affairs and licensing, who shall issue a special club license if all applicable Municipal Code requirements are satisfied.

4-388-065 License Issuance Prohibited -- Additional Building Requirements.

No special club license shall be issued, transferred or renewed unless the entire building in which the special club license is located complies with all the applicable code provisions or has received approval of suitability from the committee on standards and tests, and meets the following additional requirements:

(a) no later than January 1, 2008, the entire building shall be protected throughout by an automatic sprinkler system that meets the requirements of Chapter 15-16, or NFPA 13 2002;

(b) the building shall have at least two separate exits accessible by the rooftop and every floor of the building. At least one exit shall have enclosed stairs; provided that any open stairs shall comply with Section 15-8-324 of this code;

(c) no later than January 1, 2008, the building shall be equipped with System II emergency lighting that shall be located throughout all areas of the building;

(d) the area licensed as a special club license must be separated from the remaining areas of the building by means of a two-hour fire rated assembly. Every structural system supporting any appurtenances on the roof shall be built of noncombustible two-hour fire rated construction capable of sustaining all dead and superimposed live loads; and

(e) every deck built over the roof of the building shall be a noncombustible deck surface supported by noncombustible supports; provided that the provisions of this subsection shall not apply to any deck built prior to the effective date of this amendatory ordinance if the rooftop, deck and the structural supporting systems have received an approval of suitability from the committee on standards and tests; provided further that if any alterations or modifications are made to the rooftop, or to the building's layout, floor plan, doorways, stairways, interior separations, or any other feature that may affect structural loading or occupancy limits, then the provisions of this subsection shall be applicable.

4-388-070 Special Club License -- Term/Renewal/Transfer Of Interest.

(a) A special club license shall be issued annually by the director, and shall be valid only from March 1 through November 10 of the calendar year in which it is issued. Transfer of ownership shall be allowed on any special club license; ~~the recipient of the special club license shall adhere to the provisions in Sections 4-388-050 and 4-388-060 of this ordinance to receive a valid special club license. Renewals, expansions pursuant to Section 4-60-110, and transfers of special club licenses shall be granted by the director provided that the applicant has satisfied all legal requirements and in accordance with applicable law. The annual renewal date for special club licenses shall be March 1.~~

(b) No license shall be renewed or transferred unless the building has undergone and passed an annual inspection pursuant to Section 4-388-075.

(c) No license shall be renewed or transferred unless the applicant certifies that, since the issuance of the most recent license: (i) no modifications or alterations have been made to the building's layout, floor plan, doorways, stairways, interior separations, or any other feature that may affect occupancy limits or structural loading; or (ii) the applicant has complied with the requirements of Section 4-388-210(b).

4-388-075 Annual Inspections.

The building commissioner and the deputy fire commissioner in charge of the bureau of fire prevention shall conduct an annual inspection of the building, including the special club license location and all other uses in the building, for compliance with the applicable provisions of the Municipal Code. The annual inspection shall be performed within 90 days proceeding the deadline for the annual renewal application for license.

4-388-097 Exit Diagrams/Occupancy Placards.

Every special club licensee shall:

(a) post in the building diagrams, drawn to scale, showing the locations of the exits. The diagrams shall be posted in the same locations as the occupancy signs required under Section 13-84-410. The diagrams shall be made of a durable material, illuminated, and shall measure not less than 11 inches in width and 17 inches in height; and

(b) post in every public area of the building, a sign in a conspicuous place indicating the number of persons who may legally occupy such space. The signs shall read as follows:

Occupancy By More Than [insert] Persons Is

Dangerous And Unlawful

Building Commissioner

City Of Chicago

The signs shall be furnished by the department of buildings and shall be 15 inches in width by 12 inches in height. The lettering thereon indicating the lawful occupancy shall be of bold gothic type in red on a background of white, shall not be less than one inch in height and the numerals shall be one and one-quarter inches in height, and such lettering and numerals shall be properly spaced to provide good visibility.

The signs shall be illuminated, shall be durable, and shall be substantially secured to a wall or partition.

The signs shall be located at the main entrance to such space or room so as to be conspicuously visible to a person entering such space or room.

The fee for each location shall be \$125.00 and \$100.00 shall be charged for the issuance of each replacement card.

4-388-140 Violation -- Penalties.

Any special club licensee who, ~~while exercising the rights granted pursuant to a special club license as specified in this chapter,~~ violates any provision of the Municipal Code, or any of the rules and regulations promulgated thereunder, shall be subject to the revocation of the special club license. Additionally, any person violating any of the provisions of this chapter or the rules and regulations promulgated hereunder shall be fined not less than \$300.00 nor more than \$1,000.00. A separate and distinct offense shall be deemed to be committed for each day any person continues to violate any of the provisions of this chapter or rules and regulations promulgated hereunder.

4-388-170 Height Restrictions.

(a) Notwithstanding Sections 17-2-0331-A, 17-2-0331-B, 17-3-408-A and 17-3-408-B of the Zoning Code, the following height restrictions apply for buildings in the Wrigley Field Adjacent Area in which a special club license is located. For purposes of this section, the height in feet shall be taken as the vertical distance from grade level to the base of the highest seat (the horizontal part of the chair or bleacher upon which a person sits). No portion of a seating structure or structure erected for viewing purposes shall exceed the height of 61 feet above grade level.

(1) For buildings fronting on (i) Waveland Avenue between Kenmore and Sheffield Avenue, or (ii) Sheffield Avenue between Waveland Avenue and a line 313 feet south of Waveland Avenue:

((i) the base of the highest seat shall not exceed the height limit of 69 feet above grade; and

(ii) no portion of any structure or appurtenance thereto located on the roof level shall be constructed higher than the base of the highest seat; provided that the back of the highest seat may extend above its base.

(2) For all other buildings in the Wrigley Field Adjacent Area in which a special club license is located:

(i) the base of the highest seat shall not exceed the height limit of 63 feet above grade; and

(ii) no portion of any structure or appurtenance thereto located on the roof shall be constructed higher than the base of the highest seat; provided that the back of the highest seat may extend above its base.

(b) Decks located on the roof level shall not exceed the maximum height of 15 inches below the base of the highest seat, or 61 feet above grade, whichever is less.

(c) Subject to Section 4-388-175(a), the highest deck level and above shall be open and have no walls.

(d) Open railings that are located on the building's walls, along paths for egress, or behind and along the side of the seating structure are not subject to the height limitations of this section.

4-388-175 Miscellaneous Requirements.

The following provisions apply to buildings in the Wrigley Field Adjacent Area in which a special club license is located.

(a) The height of the wall of the building facing the street, including the parapets, shall not exceed the maximum height permissible in the base district, or 47 feet above grade, whichever is less. The height of the remaining walls shall not exceed the maximum allowable height of the wall facing the street plus 3 feet; provided that walls that surround stairs and elevator shafts shall not be constructed higher than the base of the highest seat; provided further, that the walls for toilet rooms shall not exceed the maximum height of highest permissible deck.

(b) No structure, including any seating structure or support structure, shall project beyond the building's walls.

(c) The area beneath the seating structure located on the roof level shall not be enclosed, except by a screen or mesh constructed such that at least 50 percent of the superficial surface area thereof consists of regularly distributed apertures; provided that if such screen or mesh is used, ivy or vines shall be required to cover the screen or mesh.

(d) All building additions, elevators, rooftop structures and appurtenances thereto, shall be constructed of material consistent with the materials used in the original building structure.

(e) Except for sidewalks leading directly to doors, or the rear of the building, front yards shall be landscaped and not paved.

(f) The front facade of any building in which a special club license is located shall not be altered or modified unless the special club licensee has received, in

writing, the approval of the Commissioner of the Department of Planning and Development. The Commissioner shall approve such changes if, in his or her determination, the alterations to the front facade will not: 1) alter the existing streetscape by permitting building additions that encroach onto front yards; 2) alter the building's bulk or scale by the additions of balconies, enclosed porches, or other front additions; or 3) alter the historic character of the Wrigley Field Adjacent Area. Nothing in this section shall be construed as restricting the routine maintenance or repair of the building front facade.

(g) Fire extinguishers shall be located in all areas of the rooftop club in compliance with NFPA 10 standards.

(h) The sale of food, beverages, alcohol, or merchandise is prohibited in the front yard or on the first floor of the building.

4-388-190 Occupancy Limits.

(a) Notwithstanding subsections 13-56-090(a) and (b), special club licensees may not provide services to more than 100 persons on the roof level; provided that if the square footage of the roof level exceeds 1,600 square feet, the special club licensee may provide service for up to 200 persons on the roof level.

(b) Notwithstanding subsection (a), the occupancy limitation for a special club license that has been issued prior to the effective date of this ordinance which is limited to 100 persons or less on the roof level shall remain limited to 100 persons or less on the roof level, regardless if the total square footage of the roof level exceeds 1,600 square feet due to expansion.

(c) A special club licensee may not at any time allow more than an aggregate total of 200 people on all licensed levels combined.

(d) The occupancy limitations set forth in this section are absolute maximums, and the actual allowed capacity shall be based on the applicable provisions of the building code.

4-388-200 Facilities/Drinking Fountain.

Notwithstanding any other provision of the Municipal Code, each special club licensee shall be required to maintain two women's toilets, one men's toilet and one men's urinal; however, any special club licensee that uses only the roof level and has a maximum total capacity of 100 persons or less shall be required to have at least one women's toilet and one men's toilet. No drinking fountain is required for any special club license location.

4-388-210 Engineer's Statement.

(a) No later than 90 days after the effective date of this amendatory ordinance, every special club licensee shall submit to the commissioner of buildings a statement signed and sealed by a structural engineer or architect licensed by the State of Illinois attesting that the building structure, its foundation and any additions or modifications to the building, comply with all applicable provisions of Chapters 13-52 and 13-132 of the Municipal Code, and the basic load combinations as provided in the latest edition of SEI/ASCE 7-98, as amended from time to time. The statement shall also include: (i) a statement that soil borings were taken to determine the soil bearing capacity used to verify the adequacy of the building's foundation system for any existing dead loads, superimposed live loads, and new loads; and (ii) an attachment setting forth the supporting calculations and tests which form the basis of the engineer's or architect's conclusions.

(b) In addition to the requirements of subsection (a) of this section, each special club licensee shall submit the statement required by subsection (a) of this section within 60 days after every modification or alternation to the building in which the special club license is located.

4-388-220 Expansion Of Rooftops.

(a) Notwithstanding Section 13-56-090, no building permit shall be issued for the alteration or modification of a building in which a special club license is located if the expansion will increase the floor area by more than 25% of the original building, measured over the prior 30 month period, unless the entire building complies with all the applicable provisions for a Class C-2, small assembly unit and the requirements of this chapter; provided that in those instances where there is a conflict, the more restrictive shall apply.

For purposes of this section, the expansion of any existing rooftops which includes the construction of decks or enclosed areas shall be counted towards the increase in floor area; provided that any enclosed area that is interstitial space shall not be counted towards any increase in floor area.

(b) Notwithstanding Section 13-56-090, no building permit shall be issued for the construction of a seating structure or structure used for viewing purposes on the roof level of any building that has not been a licensed location for a special club license prior to the effective date of this amendatory ordinance unless the entire building complies with all the applicable provisions for a Class C-2, small assembly unit.

SECTION 2. Section 13-4-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by adding the language underscored, as follows:

13-4-010 Definitions.

For the purpose of the Code, the following terms shall be construed as follows:

(Omitted text is unaffected by this ordinance.)

Story. "Story" means the space between any two floors or between the topmost floor and the ceiling; ~~however, the open-air top level of a special rooftop club licensed pursuant to Chapter 4-388 shall be counted as a story; provided that for a building in the Wrigley Field Adjacent Area, as that term is defined in Section 4-388-010, in which is located a special club license, as that term is defined in Section 4-388-010, the roof of the building shall be counted as one story, and every additional deck level constructed on or above the roof shall be counted as a story; provided further that if the space between the roof and the first deck constructed immediately above the roof is only interstitial space, then the roof and first deck shall be counted as one story.~~

(Omitted text is unaffected by this ordinance.)

SECTION 3. Chapter 13-48 of the Municipal Code of Chicago is hereby amended by adding a new Section 13-48-110, by deleting the language struck through, and by adding the language underscored, as follows:

13-48-020 Application Of Height Limitations.

(Omitted text is unaffected by this ordinance.)

(e) ~~The open-air roof top level of a special rooftop club licensed pursuant to Chapter 4-388 shall be counted as a one story, and every deck level constructed on or above the roof shall be counted as an additional story; provided that if the space between the roof and the first deck constructed immediately on or above the roof is only interstitial space, then the roof and first deck shall be counted as one story. The floor area of the roof level, as that term is defined in Section 4-388-010, shall be included in calculating the floor area of the building.~~

13-48-030 Maximum Allowable Building Heights.

Except as provided in Section 13-48-040, no building shall be hereafter erected to exceed the maximum allowable heights established in Table 13-48-030 of this

Code. School height limitations are not applicable to Type III schools in buildings of mixed occupancies in construction Type III or better. Type III schools shall not be permitted in buildings of Type IV-A or Type IV-B construction. Intermediate care facilities for the developmentally disabled -- 15 or less shall not be permitted in any building of Type IV-A or Type IV-B construction. (See Table 13-48-030.)

Notwithstanding the provisions of this section, the height limitation for a building in the Wrigley Field Adjacent Area in which a special club license is located shall be as provided in Chapter 4-3-88.

(Omitted text is unaffected by this ordinance.)

13-48-040 Exceptions To Height limitations.

(a) Towers, steeples and similar structures, not intended or used for human occupancy and not exceeding in area 25 percent of the ground area of the building on which they are erected, may be erected to a height not exceeding 60 feet above the height limitations established in Section 13-48-030, except that water tanks or towers for fire protection purposes, whether supported directly on buildings or on independent ground structures, may be erected to a height not exceeding 60 feet above the maximum height of the building or group of buildings which is served or protected by such water tanks; provided that the height limitation of such structures constructed on a building in the Wrigley Field Adjacent Area in which special club license is located shall be as provided in Chapter 4-3-88.

13-48-090 Exceptions To Area Limitations.

(Omitted text is unaffected this ordinance.)

(b) Area Increase For Sprinklers. Floor areas may be increased 100 percent of the areas established in Sections 13-48-070, 13-48-080 and subsection (a) of this section when the building is equipped throughout with an approved automatic sprinkler system; provided that the provisions of this subsection shall not apply to a building in the Wrigley Field Adjacent Area in which a special club license is located.

(c) Area Increase For Two-Source Water Supply Sprinkler Systems. Floor areas of buildings, except Class A Residential and Class B Institutional, may be increased an additional 50% percent of the areas established in subsection (b) of

this section when the automatic sprinkler system is supervised and provided with a two-source water supply, one of which shall be provided with an emergency power supply; provided that the provisions of this subsection shall not apply to a building in the Wrigley Field Adjacent Area in which a special club license is located.

(Omitted text is unaffected by this ordinance.)

13-48-100 Mixed Occupancy.

Buildings or structures of mixed occupancy hereafter erected, altered or converted shall be governed by the height and area limitations applying to the occupancy having the most restrictive limitations; provided that the height for a building in the Wrigley Field Adjacent Area in which special club license is located shall be as provided in Chapter 4-388.

13-48-110 Definitions.

For purposes of this chapter, the terms "Wrigley Field Adjacent Area" and "special club license" shall have the same meanings ascribed those terms in Section 4-388-010.

SECTION 4. Section 13-56-090 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by adding the language underlined, as follows:

13-56-090 Class C-2, Small Assembly Units.

Assembly units, other than schools, having a capacity of less than 300 persons in any one room or space shall be classified as Class C-2, small assembly units, with the following exceptions:

(a) restaurants, bars, taverns and similar occupancies having a capacity of not more than 100 persons shall be classified as Class F, mercantile units;

(b) other assembly occupancies having a capacity of not more than 100 persons and located in a building of another occupancy shall be classified according to that occupancy.

~~(c) notwithstanding subsections (a) and (b), special club licensees operating in the Wrigley Field Adjacent Area in accordance with Chapter 4-388 may not provide services to more than 100 persons on the open-air level, except that special club licensees who have open air levels exceeding 1,600 square feet may provide service for up to 200 persons on the open-air level. However, a special club licensee may not at any time allow more than an aggregate total of 200 people on all licensed levels combined. The aforementioned capacities are absolute maximums, and the actual allowed capacity shall be based on the applicable provisions of the building code.~~

~~Each special club facility shall be required to maintain two women's toilets, one men's toilet and one men's urinal; however, any special club facility that uses only the open-air level and has a maximum total capacity of 100 persons or less shall be required to have one women's toilet and one men toilet. No drinking fountain is required for special club facilities in the Wrigley Field Adjacent Area.~~

Subject to Section 4-388-220, that portion of a building for which a special club license has been issued pursuant to Chapter 4-388 shall be classified as a Class C-2, small assembly unit and comply with the applicable provisions thereof, unless otherwise specified in Chapter 4-388.

SECTION 5. Section 15-8-324 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by adding the language underscored, as follows:

15-8-324 Open Stairs.

An open stair, as used in this chapter, shall mean an unheated structure attached to a principal building, intended exclusively for vertical ingress or egress, and containing no additional floor area for miscellaneous purposes. An open stair of unprotected wood frame construction shall be located not closer than six feet from an interior lot line. An unprotected noncombustible stair may be located on the lot line. Open stairs used as required exits shall be subject to the same height limitations as porch stairs, except that open stairs serving a special rooftop club licensed pursuant to Chapter 4-388 may be used as one of the two required stairs and may extend to the highest allowable deck height ~~a maximum height of four stories or 45 feet, whichever is higher~~, provided such stairs are of noncombustible construction.

SECTION 6. This ordinance shall take effect after its passage and approval.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen, Balcer, Burke, Coleman, L. Thomas, Rugai, E. Smith, Carothers, Laurino and Shiller. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MRS. KATHRYN M. MAJOR.

WHEREAS, The members of this chamber were deeply saddened to learn of the death, at the age of fifty-seven, of Kathryn M. Major, a devoted wife and loving mother; and

WHEREAS, Mrs. Major, nee Braasch, was married to Robert Major; and

WHEREAS, Her caring nature enabled Mrs. Major to instill in others a feeling of importance and value; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Major to her family, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Although Mrs. Major will be greatly missed by her family, friends and colleagues, her memory will live in their hearts forever; and

WHEREAS, A devoted wife and loving mother, Mrs. Major's passing will be deeply felt by her family and friends, especially her husband, Robert; her daughter, Kate; her sisters, Mary Gin Harrington and Joanne Collins; her brothers, William Braasch and Robert Braasch; her twenty-six nieces and nephews; and her twenty-four great-nieces and nephews; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, do hereby honor the life and memory of Kathryn M. Major, and extend our heartfelt condolences to her family; and

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

TRIBUTE TO LATE MR. LOU RAWLS.

WHEREAS, Chicagoans and music lovers everywhere were saddened by the news that Lou Rawls, the enduring singing star whose career embraced gospel, jazz and pop, died on January 6, 2006 at the age of seventy-two; and

WHEREAS, Born in Chicago and raised by his grandmother, Mr. Rawls began singing at the age of seven in the choir of her church, the Greater Mount Olive Baptist Church, and he soon became well known locally for his vocal talent; and

WHEREAS, As a youth in Chicago, Mr. Rawls also sang with his friend Sam Cooke in a group called the Teenage Kings of Harmony, then joined another local gospel group, the Holy Wonders. In 1951, he took Sam Cooke's place in the Highway QC's, and sang with them for two years; and

WHEREAS, In 1953, when the Chosen Gospel Singers camp through Chicago, they hired Mr. Rawls, giving him his first exposure on a recording, in 1954. He later sang with another group, the Pilgrim Travelers; and

WHEREAS, In 1955, Mr. Rawls joined the Army as a paratrooper, then after serving his country he rejoined the Pilgrim Travelers as a lead singer. In 1958, while the group was touring with Mr. Cooke, a devastating car accident put Mr. Rawls into a coma. After his recovery, he often said he felt he had been given a new life, and new reasons to live; and

WHEREAS, A big break came for Mr. Rawls in 1959, when he was performing at the Pandora's Box in West Hollywood, California. Producer Nick Venet was in the audience, and signed him to Capitol Records, where he spent a decade; and

WHEREAS, Lou Rawls had his Capitol debut in 1962, with "I'd Rather Drink Muddy Water"; then in 1966 he had his first R & B Number 1 single, "Love Is a Hurtin Thing"; and in 1967, he won his first of three Grammy Awards for the song "Dead End Street"; and

WHEREAS, Mr. Rawls then signed with Philadelphia International, the label run by the producers and songwriters Kenny Gamble and Leon Huff. In 1976, the team made Mr. Rawls's signature recording, "You'll Never Find (Another Love Like Mine)". As a single, it sold a million copies and reached Number 1 on the Billboard R & B charts; and

WHEREAS, Acknowledging a broad range of influences, including Sam Cooke, Nat King Cole and Frank Sinatra, Mr. Rawls brought a unique suaveness to his performances, and his silky smooth baritone voice was an easily recognized signature; and

WHEREAS, With his wide-ranging talent, Mr. Rawls appealed nearly equally to black and white audiences, and his songs can be heard on jazz and easy-listening stations as well as on rhythm-and-blues and gospel outlets; and

WHEREAS, Mr. Rawls' talents were not limited to the vocal realm, for he also acted, appearing in about twenty films, including "*Leaving Las Vegas*" (1995), and many television series. His distinctive voice was heard on several children's television shows, including "Garfield", "Hey Arnold!" and "The Rugrats", and he provided the voice of the grandfather on Bill Cosby's animated series "Fatherhood"; and

WHEREAS, Mr. Rawls also gave generously of his time and talents, and in 1980 he started the Lou Rawls Parade of Stars Telethon, a yearly television event that raised hundreds of millions of dollars for the United Negro College Fund; and

WHEREAS, Mr. Rawls is survived by his wife, Nina and their son, Aiden. He is also survived by another son, Lou Rawls, Jr.; two daughters, Louanna Rawls and Kendra Smith; and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, do hereby honor the life and memory of Lou Rawls, and pay special homage to his indelible contributions to our musical heritage; and

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

CONGRATULATIONS EXTENDED TO JOS. CACCIATORE & CO.
ON ONE HUNDREDTH ANNIVERSARY AND GRATITUDE FOR
CONTRIBUTIONS TO STREETScape BEAUTIFICATION.

WHEREAS, The Jos. Cacciatore & Co. real estate company was established in the City of Chicago in 1906, one hundred years ago, and today remains an important Chicago business institution; and

WHEREAS, Over the years, Jos. Cacciatore & Co. has grown and flourished, so that now there are seven associated companies, providing a wide range of important services to the citizens of Chicago, namely Jos. Cacciatore & Co. Real Estate, Jos. Cacciatore & Co. Insurance, Hunter Parking, Hunter Alliance, Elgin Sweeping Services, Lakeside Bank and the Law Offices of Victor J. Cacciatore; and

WHEREAS, Recently, Victor J. Cacciatore, Chairman and Chief Executive Officer of Jos. Cacciatore & Co. Real Estate, was a 2005 Honoree in the Chicago Area Entrepreneurship Hall of Fame, presented by the University of Illinois at Chicago, for his leadership role as chairman and chief executive officer of Lakeside Bank, an important local community bank, flourishing even in an era of huge national conglomerates; and

WHEREAS, Jos. Cacciatore & Co., located at 527 South Wells Street in Chicago, recently demonstrated its good citizenship and service to the people of Chicago, by continuing its tradition of illuminating nearly sixty Honey Locust trees, which have matured beautifully since the generous donation and planting of them by Jos. Cacciatore & Co. over a decade ago; and

WHEREAS, These beautifully lit trees adorn the gateway to Chicago's downtown, brightening the views of Chicagoans and visitors, on both sides of Congress, from Wells Street to the Chicago Stock Exchange underpass, and on both sides of Wells Street, from Harrison Street to the Engine Company 1 Fire House, just south of Van Buren Street; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, do hereby honor Jos. Cacciatore & Co. and celebrate its one hundredth anniversary, and also hereby express the gratitude of the citizens of Chicago for its generous gift of trees and the holiday light display, which beautifies the streetscape for all to enjoy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Victor J. Cacciatore, Chairman and Chief Executive Officer of Jos. Cacciatore & Co., as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO GERBER/HART LIBRARY
ON TWENTY-FIFTH ANNIVERSARY.*

WHEREAS, The Gerber/Hart Library was founded in 1981 to be a depository for the records of lesbian, gay, bisexual, and transgendered individuals and organizations, and for other resources bearing upon their lives and experiences in American society; and

WHEREAS, Originally known as the Midwest Gay and Lesbian Archive and Library, the library's name was changed to Gerber/Hart to honor two pioneers in the movement: Henry Gerber, founder of the Society for Human Rights, and Pearl M. Hart, a lawyer and community activist for women's and children's rights; and

WHEREAS, Since its founding, the Gerber/Hart Library has grown into the Midwest's largest circulating library that serves the needs of the lesbian, gay, bisexual and transgendered communities for research and recreational reading, circulating over fourteen thousand volumes, eight hundred periodical titles and one hundred archival collections; and

WHEREAS, In addition to serving as a circulating library, the Gerber/Hart Library offers a wide range of cultural and educational programs aimed at the goal of dispelling homophobia through knowledge; and

WHEREAS, It is appropriate that the City of Chicago salute the Gerber/Hart Library for twenty-five years of exemplary commitment and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, recognize and congratulate the Gerber/Hart Library on the occasion of its twenty-fifth anniversary and extend our sincere appreciation to the library for the fellowship, community service, and major contributions it provides to the citizens of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Gerber/Hart Library as a token of our esteem.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MR. BILLIE WHITE.

WHEREAS, It is with great sadness that the Chicago City Council has been informed of the death of Billie White, a beloved citizen and friend; and

WHEREAS, This august body has been notified of Mr. White's transition by The Honorable Anthony Beale, Alderman of the 9th Ward; and

WHEREAS, Billie White was born June 18, 1926 in Nacogdoches, Texas to the blessed union of Floyd and Ira Moore White. Billie was the second of five children born to this loving couple. He was educated through the Nacogdoches Public School System; and

WHEREAS, A devout Christian, Billie White accepted Christ as his personal savior at an early age and attended Mount Mariah Church in Nacogdoches, Texas. He served his country proudly in the United States Marines in June, 1944, during World War II and served in the Pacific Theater; and

WHEREAS, Billie and the former Lillie Morris were united in marriage on March 6, 1948. In 1953, they moved to Chicago, and shortly after, Billie began working for Reynolds Aluminum. In 1990, after many years of dedicated service, he retired from Reynolds Aluminum to spend more quality time with his loved ones; and

WHEREAS, Billie White's culinary skills was among his many talents. His specialty, shrimp gumbo, was enjoyed by many family members and friends. Billie's most enduring legacy is his family. He will be remembered for many reasons, especially for being a loving and caring husband, friend and good neighbor; and

WHEREAS, Living his life to the fullest, making the most of the time he was given on this earth, Billie White leaves to cherish his memory, his wife of fifty-seven years, Lillie; brother-in-law, Thurman (Vernette) Morris; and a host of nieces, nephews, other relatives, and many friends and associates. Billie White was predeceased by his parents; siblings: brothers, Oscar White and Joseph Johnson; sisters, Irma Davis and Earlie Nesbitt; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006, do hereby offer our heartfelt sympathy to the family, friends and loved ones of the deceased and express our hope that the coldness of their grief be soon replaced by their warm memories of him.

*CONGRATULATIONS EXTENDED TO MRS. BEATRICE EVANS
FOR OUTSTANDING LEADERSHIP AND SERVICE
AT GOLDEN GATE DAY CARE CENTER.*

WHEREAS, Since 1972, the Golden Gate Day Care Center has had an outstanding worker in Beatrice Evans, who in the past thirty-three years has literally filled every position at the center, which serves the Pullman, Altgeld, Roseland and Riverdale communities of our great City of Chicago; and

WHEREAS, Whether as clerk, teacher assistant, cook, janitor, meeting planner, organizer, administrator, "hugger" of small children and most recently as director, Beatrice Evans has performed with efficiency and dedication, and has demonstrated an inspiration borne of love and caring; and

WHEREAS, As Beatrice Evans enters her last year of total commitment to the fortunate children of Golden Gate Day Care Center, the leaders of this great city reflect upon the great debt we owe those wonderful citizens under whose influence we place our most treasured products, our children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2006, do hereby pay tribute to Mrs. Beatrice Evans, Director of the Golden Gate Day Care Center, for the efficiency, dedication and love she has shown hundreds of children from our Altgeld, Pullman, Riverdale and Roseland communities, and we extend to this fine citizen our fervent best wishes for the future; and

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

*GRATITUDE EXTENDED TO MR. EARL AND DR. W. JEAN SIMPSON,
ON FOUNDING AND DEVELOPING GOLDEN GATE
DAY CARE CENTER.*

WHEREAS, Earl and Dr. W. Jean Simpson, outstanding citizens of Chicago's great south side, established the Golden Gate Day Care Center in 1971, and since that time the Center has contributed greatly to the health, welfare and growth of children from the grateful Golden Gate, Altgeld, Roseland, Pullman and Riverdale communities; and

WHEREAS, For the past thirty-four years, Earl and Dr. W. Jean Simpson have nurtured hundreds of children between the ages of two and six years, providing quality services to help these citizens develop socially, emotionally, mentally, physically and cognitively. Golden Gate Day Care Center serves children from every level of family income, and from every race, color and creed. These two leaders and their employees have assured the well-being of many neighborhood children; and

WHEREAS, Golden Gate Day Care Center is a focal point of growth within these great south side communities, and Earl and Dr. W. Jean Simpson have shown an excellent influence of and devotion to each one of the hundreds of children in their charge; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2006, do hereby call public attention to the outstanding work of Earl and Dr. W. Jean Simpson in founding, forming and maintaining the excellent standards of Golden Gate Day Care Center for thirty-four years, and we extend to these towering citizens our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Earl and Dr. W. Jean Simpson.

Presented By

ALDERMAN BALCER (11th Ward):

TRIBUTE TO LATE MR. MICHAEL LUKE SMAJO.

WHEREAS, Almighty God in His infinite wisdom has called from our midst Michael Luke Smajo, born into time September 3, 1926, born into eternity May 10, 2005; and

WHEREAS, Michael L. Smajo was the beloved husband of the late Rose J. Smajo; and

WHEREAS, Michael L. Smajo was the loving father of Michael P. and Gina (Brian) Bicknell; and

WHEREAS, Michael L. Smajo was the proud grandfather of Michael and Daniel; and

WHEREAS, Michael L. Smajo was the dear uncle to many nieces and nephews; and

WHEREAS, Michael L. Smajo was a proud soldier in the United States Army from 1941 to 1945; and

WHEREAS, Michael L. Smajo served in many neighborhood organizations, especially Club Sinj; and

WHEREAS, Michael L. Smajo was one of Chicago's finest, serving the Chicago Police Department from 1956 to 1986, retiring with over two hundred merit awards; and

WHEREAS, The late Stan Sarbanek called Michael L. Smajo "the best policeman he ever saw" and he trained thousands of cadets; and

WHEREAS, Michael L. Smajo continued his civic duty by serving as security guard at McCormick Place from 1986 to 1993; and

WHEREAS, Michael L. Smajo is fondly remembered by his children as "the best father who ever lived"; and

WHEREAS, All who knew him will attest that Michael L. Smajo was a kind and caring man, generous in spirit, virtuous in character, who was loved dearly by his family; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, on this the eleventh day of January in the year 2006, do hereby express our deepest sorrow and extend our heartfelt sympathy to the loved ones and many friends of Michael L. Smajo; and

Be It Further Resolved, That this text be spread in memoriam upon the official proceedings of this honorable body, and a suitable copy of same be provided to the family of Michael L. Smajo, that his memory may be so honored and ever cherished.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MRS. JENNIE Y. ADAMS.

WHEREAS, God in His infinite wisdom has called Jennie Y. Adams 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 Michael, Sr.; loving mother of Yolanda (the late John) DuBois and Reverend Michael Adams; grandmother of Claire, Christopher, Jonathan and Phillip; and great-grandmother of Lydia and Eli, Jennie Y. Adams 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Jennie Y. Adams 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 Jennie Y. Adams.

TRIBUTE TO LATE MR. PETER L. BLASCO, SR.

WHEREAS, God in His infinite wisdom has called Peter L. Blasco, Sr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Claire; loving father of Anthony, Sr. (Joanne), Thomas (Jill) and Peter, Jr. (Patricia); proud grandfather of Anthony, Jr., Michael, Kimberly (Dan) Iraci, Scott (Tracy), Thomas (Stacy), James, Patrick, Matthew, Nathan, Anna and Jenna; great-grandfather of Daniela and Brianna; dear son of the late Antonino and Nicole Blasco; fond brother of Lucille (the late Lloyd) Daniels, the late John (the late Carmella), the late Jen (the late Carl) Cacciato and the late Emily (the late Raymond) Lisicich; brother-in-law of Primo Liberatore; also survived by many nieces and nephews, Peter L. Blasco, 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Peter L. Blasco 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 Peter L. Blasco.

TRIBUTE TO LATE MR. GERALD H. BLUM.

WHEREAS, God in His infinite wisdom has called Gerald H. Blum 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 Donna; loving father of Tammy (George) Schiomas, Cindy (Bruno) Butz, Jennifer (Carl) Pfeil, Laura Blum, Steven Blum, Sharon (Thomas) Meier and Christopher (Michele) Blum; dearest grandfather of thirteen; adored brother of Paul (Carolyn) Blum, Adele (Gene) Gregory, Carol Rodriguez and Bonnie (Mike) Pluta; and kind uncle of many nieces and nephews,

Gerald H. Blum 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Gerald H. Blum 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 Gerald H. Blum.

TRIBUTE TO LATE MRS. GENEVIEVE CHRISTOPHERSEN.

WHEREAS, God in His infinite Wisdom has called Genevieve Christophersen 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 Andrew; loving mother of Andrew (Roseann), Michael (Patti), Karen (Hugh) and the late Terry; dear grandmother of Michael, Jenny, Ryan and Carly; fond sister of the late Mary, Evelyn, Florence and Ann; dear sister-in-law of Ruth; kind aunt of many nieces and nephews; and member of Saint Thomas Aquinas Parish, Genevieve Christophersen 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Genevieve Christophersen 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 Genevieve Christophersen.

TRIBUTE TO LATE MRS. DOLORES M. DOWNEY.

WHEREAS, God in His infinite wisdom has called Dolores M. Downey to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Robert E.; loving mother of David E., retired, C.P.D. (Gail), Mary Ann (Peter, retired C.P.D.) Martinkus, Colleen Adamski and William (Jolene); dearest grandmother of eleven; great-grandmother of fifteen; devoted sister of Joseph (Sylvia), Lillian (the late Al) Capadogli, John, James (Mary Lou), the late Lorraine (the late Ed) Beason, Rity Grey, Rosemary (John) Brodinski, Edward (the late Jean), Frank and Thomas (the late Nedra) Stack; also nieces and nephews, Dolores M. Downey 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Dolores M. Downey 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 M. Downey.

TRIBUTE TO LATE MR. KIM DURON.

WHEREAS, God in His infinite wisdom has called Kim Duron 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 Lucy; loving father of Cynthia (fiancé, Hector Fuerte), Veronica (fiancé, Ruben Amaro) and Eric Duron; dearest grandpa of Ja'nae and Julien Fuerte; dearest son of Esther Aguilar and the late Francisco Duron; dear brother of Betty (Jose) Solis, Salvador (Cheyney) Aguilar and Carlos (Tory) Barba; also many sisters-in-law, brothers-in-law, aunts, uncles, cousins, nieces and nephews; and member of Union Local 701, Kim Duron 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Kim Duron 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 Kim Duron.

TRIBUTE TO LATE MR. FRANK PANCHO GARCIA.

WHEREAS, God in His infinite wisdom has called Frank Pancho Garcia 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 father of Francisco, Bernadatte F. Inez-Byrnes (James C. Byrnes) and Anthony; fond grandfather of Kaitlyn A. and James J. Byrnes; dear son of the late Antonio De Jesus Garcia Pineda and the late Carmen Garcia; dear brother of Joseph A. (Catalina) Garcia, the late Cecelia Garcia of Guatemala, the late Philomena Garcia and the late Ceasar Garcia, Sr.; uncle of many nieces and nephews; and cousin and friend of many, Frank Pancho Garcia 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Frank Pancho Garcia and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank Pancho Garcia.

TRIBUTE TO LATE MRS. ADRIENNE C. HAYES.

WHEREAS, God in His infinite wisdom has called Adrienne C. Hayes 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 James; loving mother of James, Marianne and John (Agata) Hayes; dearest grandmother of Sophia; cherished sister of Stanley (Barbara) and Raymond (Deborah) Marciniak; fond sister-in-law of Dave (Judy) Hayes; also nieces, nephews and cousins. Member of Saint Bede the Venerable Altar and Rosary Society, Adrienne C. Hayes 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Adrienne C. Hayes 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 Adrienne C. Hayes.

TRIBUTE TO LATE MR. JOHN J. KOLTON.

WHEREAS, God in His infinite wisdom has called John J. Kolton to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Jean; loving father of Lawrence (Rachel), Charlotte (Jim) Dillon, Jim (Kim) Cybulski, Adela (the late Bill) Krause, Danny (Caprice) Cybulski, Diane Vellegas, Carol (Darko) Volarich, Julianne Kolton and Johnny Cybulski; loving grandfather of fourteen and great-grandfather of three; fond brother of Al (the late Cecilia); and fond uncle to many nieces and nephews, John J. Kolton 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 eleventh day of January, 2006, do hereby express our sorrow on the death of John J. Kolton 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 J. Kolton.

TRIBUTE TO LATE MR. FRED A. KONET.

WHEREAS, God in His infinite wisdom has called Fred A. Konet 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 Eleanore F.; loving father of Fred T. (C.P.D.) Star Number 010 (Pat), Robert J. (Johnna) and Ronald (Mary Therese); cherished grandfather of Nicole (C.P.D.), Brian, Kimberly and Amy; fond brother of Rita (Hank) Ulanski and Robert (Lois); uncle of many nieces and nephews; life member of Rhine Post Number 2729 V.F.W.; and retiree of Teamsters Local Number 734, Fred A. Konet 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Fred A. Konet 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 Fred A. Konet.

TRIBUTE TO LATE MRS. STELLA H. KOSS.

WHEREAS, God in His infinite wisdom has called Stella H. Koss 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 Edward R.; loving mother of Ralph (Barbara), Judith Venturini and Randolph (Kim); cherished grandmother of seven and great-grandmother of four; and dear sister, aunt, cousin and friend of many, Stella H. Koss 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Stella H. Koss and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stella H. Koss.

TRIBUTE TO LATE MS. LYNN H. "LYNNIE" LASKY.

WHEREAS, God in His infinite wisdom has called Lynn H. "Lynnie" Lasky 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 daughter of Raymond, Sr. and Judith; cherished sister of Raymond, Jr. (fiancée Denise Swanson), Lee Ann (fiancé Hugo Zapata) and Thomas (Claudia); loving aunt of Raymond, Adam, Diana, Luis and Thomas; dear godmother of Samantha; and loved by many aunts, uncles, cousins and friends, Lynn H. "Lynnie" Lasky 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Lynn H. "Lynnie" Lasky 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 Lynn H. "Lynnie" Lasky.

TRIBUTE TO LATE MS. BERNICE M. MAJERSKI.

WHEREAS, God in His infinite wisdom has called Bernice M. Majerski 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 daughter of the late Paul and Mary; adoring sister of the late Bill, John and Ed, and Helen Krupowicz; beloved aunt of Tom, Ken, Mike, Ruth and Linda Krupowicz and Pam and Steven Windy; and kind great-aunt of Steven Krupowicz, Steven Jr., Samantha, Kiley, Tiffany and Spring, Bernice M. Majerski 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Bernice M. Majerski 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 Bernice M. Majerski.

TRIBUTE TO LATE MR. JOHN J. NAUKIS, JR.

WHEREAS, God in His infinite wisdom has called John J. Naukis, Jr. 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 boyfriend of Therese Avila; loving brother of Shirley (James) Duggan; fond uncle of Matthew and Daniel Duggan; cherished nephew of Olga (the late Robert) Cooney; also cousins; and employee of Soldier Field and Iron Workers Local Number 1, John J. Naukis, Jr. 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 eleventh day of January, 2006, do hereby express our sorrow on the death of John J. Naukis, Jr. 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 J. Naukis, Jr.

TRIBUTE TO LATE MR. STEPHEN G. NOVAK.

WHEREAS, God in His infinite wisdom has called Stephen G. Novak 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 Joyce; loving father of Lynn (Kevin) Cooney; dear grandfather of Megan and Robert (Candace) Cooney; dear great-grandfather of Cameron; fond brother of Helen Matkovich, the late Edward (the late Ruth), Charles (Maryann), Frank (Lillian), Emil and Eugene Novak and Cecelia (the late Robert) Haug; and fond uncle of many nieces and nephews, Stephen G. Novak 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Stephen G. Novak 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 Stephen G. Novak.

TRIBUTE TO LATE MR. ANTHONY B. PARGAUSKAS.

WHEREAS, God in His infinite wisdom has called Anthony B. Pargauskas to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Jean "Genevieve"; cherished brother of Adella Butvilas and the late Dolores Dannowitz; loving uncle to Georgian (George) Miller, George (Barbara) Butvilas, Peggy Williams and many other nieces and nephews; past commander of Don Varnas American Legion Post 986; and member of V.F.W. Post of Hometown, Moose 44, Saint Bede Seniors and Rainey Park V.I.P.'s and Gems, Anthony B. Pargauskas 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Anthony B. Pargauskas and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anthony B. Pargauskas.

TRIBUTE TO LATE MR. DAVID S. PATULA.

WHEREAS, God in His infinite wisdom has called David S. Patula 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 twenty-nine years to Charlene; beloved son of the late Albert and the late Cecelia Patula; dearest brother of Kenneth (the late Sheila) and Raymond (Dianne); fond uncle of Cori Anne (Bob) Embry, Kevin (Bridget) Patula and Christina (Tony) Rizzo; great-uncle of Emily and Molly Patula and Christopher and Stephen Embry and many other dear family and friends, David S. Patula 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 eleventh day of January, 2006, do hereby express our sorrow on the death of David S. Patula 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 David S. Patula.

TRIBUTE TO LATE MRS. BEVERLY J. REID.

WHEREAS, God in His infinite wisdom has called Beverly J. Reid to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Robert; loving mother of Ronald (Weida), Darrell, Tammy (Greg) and Bill (Mary); proud grandmother of ten and cherished great-grandmother of eight; fond sister of Ronald Schmidt; and dear friend of many, Beverly J. Reid 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Beverly J. Reid 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 Beverly J. Reid.

TRIBUTE TO LATE MR. DOMINIC "PAPS" SCALFARO.

WHEREAS, God in His infinite wisdom has called Dominic "Paps" Scalfaro 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 Rose; loving father of Marilyn, Thomas (Eun), Laura (Thomas) Di Piazza, Paul (Roseann), Charles and Frances Scalise; dear grandfather of eight; dear brother of Victoria (Joseph) Mantia, Mary (Joseph) Donato and the late Felicia (the late Mike) D'Angelo, Joseph "Paps" (the late Stephanie) Melograna, Frank (Mary) Scalfaro and Flora (the late Phil) Passafiume; and fond uncle of many nieces and nephews, Dominic "Paps" Scalfaro 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Dominic "Paps" Scalfaro 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 Dominic "Paps" Scalfaro.

TRIBUTE TO LATE MRS. BERNICE I. STANEVICH.

WHEREAS, God in His infinite wisdom has called Bernice I. Stanevich 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 Adam; loving mother of Lester (Glinda); dearest grandmother of Michael, Timothy (Deanna) and Anthony; great-grandmother of Ryan and Haylie; cherished sister of the late Catherine (the late Joseph) Mikulicz and Adeline (the late John) Januska; fond aunt of Loretta (Robert) Snell and the late Ronald Mikul; also three great-nephews and their families, Bernice I. Stanevich 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Bernice I. Stanevich 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 Bernice I. Stanevich.

TRIBUTE TO LATE MRS. LUCILLE T. STONIS.

WHEREAS, God in His infinite wisdom has called Lucille T. Stonis 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 Algert W., loving mother of the late William G.; dearest mother-in-law of Diane Stonis-Eisner; fond grandmother of Mackenzie Erin Stonis and Maxwell Alexander Stonis; dear sister of Philomena, the late Peter, the late June and the late Alice; aunt of many nieces and nephews; and cousin and friend of many, Lucille T. Stonis 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Lucille T. Stonis and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lucille T. Stonis.

TRIBUTE TO LATE MR. EDWARD L. ZALEWSKI.

WHEREAS, God in His infinite wisdom has called Edward L. Zalewski 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 Margaret; loving father of Gregory (Susan); dearest grandfather of Mirela and Agata; devoted brother of Lottie Ciesielski; also many nieces and nephews, Edward L. Zalewski 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Edward L. Zalewski 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 L. Zalewski.

*CONGRATULATIONS EXTENDED TO MR. LUIS DAVALOS, JR.
ON SELECTION AS "STUDENT OF THE YEAR"
BY SOUTHWEST NEWS HERALD.*

WHEREAS, Luis Davalos, Jr. has been selected "Student of the Year" by the *Southwest News Herald* for the month of November, 2005; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Frank J. Olivo; and

WHEREAS, Luis, a sixth grade student at Stevenson School, received this special honor because of his perfect score of four hundred on the math and reading sections of the Illinois Standards Achievement Test, which was taken in the spring of 2005; and

WHEREAS, Luis was one of forty-six students in the Chicago Public School system to earn such a score. It was because of this that he was nominated by his principal, Pamela Rice, who stated that his score was "a feat that most students cannot achieve"; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of January, 2006, do hereby congratulate Luis Davalos, Jr. on this prestigious honor; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Luis Davalos, Jr:

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. BARRY K. ATKINS.

WHEREAS, Barry K. Atkins has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Barry K. Atkins was a retired admiral in the United States Navy and the loving husband of the late Muriel S.; and

WHEREAS, Barry K. Atkins was the much-adored and devoted father of Sue-Sheila Strong Keener, Lynne Strong Agee, Norman and Ian K.; the grandfather of four; and the great-grandfather of three to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Barry K. Atkins bravely served his country as the commanding officer of the USS Melvin, the only destroyer to sink a battleship during World War II, and received the Navy Cross for "extraordinary heroism" that he exhibited during the Battle of Surigao Strait in the Philippines; and

WHEREAS, A 1932 graduate of the United States Naval Academy, Barry K. Atkins also received the Silver Star, Bronze Star and many other ribbons and commendations; and

WHEREAS, After serving tours of duty on the USS Parrott, USS Tennessee, the USS New Mexico, among other vessels, Barry K. Atkins retired in 1959; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Barry K. Atkins gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Barry K. Atkins serve as an example to all; and

WHEREAS, Barry K. Atkins will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Barry K. Atkins 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 eleventh day of January, 2006, do hereby commemorate Barry K. Atkins 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 Barry K. Atkins.

TRIBUTE TO LATE HONORABLE NICHOLAS P. BELL.

WHEREAS, The Honorable Nicholas P. Bell has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Oak Brook, The Honorable Nicholas P. Bell was a widely admired member of the legal community and the loving husband for thirty years of Madeline; and

WHEREAS, The Honorable Nicholas P. Bell was the much adored father of Pannay and Nicole to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Nicholas P. Bell served early in his career as an Assistant Cook County State's Attorney before opening his own law firm; and

WHEREAS, The Honorable Nicholas P. Bell was active throughout his adult life in the American Hellenic Educational Progressive Association, a philanthropic organization that provides scholarships as well as medical care in the United States for ailing immigrant Greek children; and

WHEREAS, The Honorable Nicholas P. Bell served as a member of the Butler Elementary School District 53 school board in Oak Brook from 1985 to 1989 and gave generously of his time and talents to the Oak Brook Civic Association; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Nicholas P. Bell gave free legal advice to many people in Oak Brook; and

WHEREAS, The Honorable Nicholas P. Bell inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Nicholas P. Bell serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared The Honorable Nicholas P. Bell 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, The Honorable Nicholas P. Bell will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Nicholas P. Bell 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 eleventh day of January, 2006, do hereby commemorate The Honorable Nicholas P. Bell for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Nicholas P. Bell.

TRIBUTE TO LATE HONORABLE CARROLL CAMPBELL, JR.

WHEREAS, The Honorable Carroll Campbell, Jr. has been called to eternal life by the wisdom of God at the age of sixty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Carroll Campbell, Jr. was a former governor of the State of South Carolina and the loving husband of Iris; and

WHEREAS, The Honorable Carroll Campbell, Jr. was the much-adored father of Carroll III and Mike to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Carroll Campbell, Jr. served two terms as governor and pushed throughout his tenure to increase the state's prosperity and economic development; and

WHEREAS, The Honorable Carroll Campbell, Jr. previously served for four terms as a member of the United States Congress; and

WHEREAS, After leaving public office, The Honorable Carroll Campbell, Jr. headed the American Council of Life Insurance in Washington, D.C.; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Carroll Campbell, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Carroll Campbell, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Carroll Campbell, Jr. serve as an example to all; and

WHEREAS, The Honorable Carroll Campbell, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Carroll Campbell, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2006, do hereby commemorate The Honorable Carroll Campbell, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Carroll Campbell, Jr.

TRIBUTE TO LATE MR. TORIBIO M. CASTANON.

WHEREAS, Toribio M. Castanon 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, Toribio M. Castanon was a widely admired leader in the Latino community and the loving husband of Zeferina; and

WHEREAS, Toribio M. Castanon was the much-adored father of Martin, Antonia J., Julian and Maria "Mica" Aguina; the grandfather of four and the great-grandfather of three to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Toribio M. Castanon was born to Albino and Antonia Castanon on April 27, 1924; and

WHEREAS, Toribio M. Castanon graduated from Baylor University where he earned a BBA in accounting on August 21, 1952, and a Masters of Science in Economics on November 25, 1953 with a minor in Spanish; and

WHEREAS, Following graduation, Toribio M. Castanon relocated to Chicago, Illinois where he was employed with Teletype Corporation of Skokie for thirty-seven years and retired as vice president of Teletype Corporation Credit Union; and

WHEREAS, Toribio M. Castanon was ordained as a deacon of the Roman Catholic Church; and

WHEREAS, Toribio M. Castanon also served as president of the Holy Name Society of Saint Francis of Assisi of Chicago and as a chaplain at Cook County jail in Chicago; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Toribio M. Castanon gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Toribio M. Castanon inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Toribio M. Castanon serve as an example to all; and

WHEREAS, Toribio M. Castanon 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, Toribio M. Castanon 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 eleventh day of January, 2006, do hereby commemorate Toribio M. Castanon 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 Toribio M. Castanon.

TRIBUTE TO LATE HONORABLE RAYMOND CASTRO.

WHEREAS, The Honorable Raymond Castro has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Raymond Castro was a proud veteran of the United States Navy and the first Latino elected to serve in the City of Chicago as a ward committeeman; and

WHEREAS, Born in 1934 in the South Chicago neighborhood, The Honorable Raymond Castro was the son of John and Juana; and

WHEREAS, The Honorable Raymond Castro devoted much of his long and fruitful life to helping people in the community where he was raised; and

WHEREAS, After working in south side factories and later for the Chicago Transit Authority, The Honorable Raymond Castro ably served as a social worker for President Lyndon Johnson's national Model Cities Program and served in the same capacity for the City of Chicago's Department of Human Services; and

WHEREAS, The Honorable Raymond Castro was elected 7th Ward Democratic Committeeman in 1980 and served for four years and also devoted much of his time to veterans' issues; and

WHEREAS, Following a career in public service marked by extraordinary dedication, The Honorable Raymond Castro retired from the City in 1995 as the chief inspector of the Bureau of Rodent Control; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Raymond Castro gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Raymond Castro inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Raymond Castro serve as an example to all; and

WHEREAS, The Honorable Raymond Castro will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Carmen; his sons, Martin, Luis, Nick, Raymond, Carlos and Juan; his daughters, Susan Rangel and Stephanie; and his four adoring grandchildren, The Honorable Raymond Castro 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 eleventh day of January, 2006, do hereby commemorate The Honorable Raymond Castro for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Raymond Castro.

TRIBUTE TO LATE HONORABLE ANDRE A. FOSTER.

WHEREAS, The Honorable Andre A. Foster has been called to eternal life by the wisdom of God at the age of fifty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Andre A. Foster was a widely admired member of the business community and a former Republican committeeman for the 28th Ward; and

WHEREAS, The Honorable Andre A. Foster operated the Foster and Foster Construction Company and was a former chair of the Illinois Black Republican Council; and

WHEREAS, A native of Chicago, The Honorable Andre A. Foster enjoyed a passion for politics and worked on behalf of Republican candidates; and

WHEREAS, The Honorable Andre A. Foster ably served as a delegate to national Republican conventions; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Andre A. Foster gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Andre A. Foster serve as an example to all; and

WHEREAS, The Honorable Andre A. Foster 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, Barbara; his son, Andre, Jr.; his two daughters, Alicia and Valerie; his mother, Jessie; his seven sisters, Olivia, Grace, Valerie, Diana, Donna, Dorrie and Devon; and his two grandchildren, The Honorable Andre A. Foster 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 eleventh day of January, 2006, do hereby commemorate The Honorable Andre A. Foster for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Andre A. Foster.

TRIBUTE TO LATE MR. JAMES INGO FREED.

WHEREAS, James Ingo Freed has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of New York City, James Ingo Freed was a prominent American architect and the loving husband of the late Hermine; and

WHEREAS, James Ingo Freed was the much-adored father of Dara and the grandfather of one to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Born in Essen, Germany in 1930, James Ingo Freed escaped Nazi Germany as a child and fled to New York and later moved to Chicago; and

WHEREAS, James Ingo Freed studied under renowned Chicago architect Ludwig Mies van der Rohe and went on to enjoy a long and highly successful career; and

WHEREAS, James Ingo Freed designed scores of famous structures, including the United States Holocaust Memorial Museum in Washington, D.C., which is considered his most powerful work, as well as the Jacob K. Javitz Convention Center in New York and the First Bank Place skyscraper in Minneapolis, Minnesota; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, James Ingo Freed gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of James Ingo Freed serve as an example to all; and

WHEREAS, James Ingo Freed will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, James Ingo Freed 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 eleventh day of January, 2006, do hereby commemorate James Ingo Freed 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 Ingo Freed.

TRIBUTE TO LATE MR. TRUMAN K. GIBSON, JR.

WHEREAS, Truman K. Gibson, Jr. 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, Truman K. Gibson, Jr. was a Chicago attorney and presidential advisor who played an influential role in integrating the Armed Forces; and

WHEREAS, Truman K. Gibson, Jr. was presented with the Presidential Medal of Merit in 1947 for his contributions as a member of President Harry Truman's "black cabinet" and became the first African-American to receive such an honor; and

WHEREAS, Truman K. Gibson, Jr. was also a member of a legal team in 1940 that won a United States Supreme Court case against the use of a restrictive racial covenant that prevented African-Americans from moving into the predominantly Washington Park neighborhood on the south side of Chicago; and

WHEREAS, Truman K. Gibson, Jr. married the former Isabelle Carson in 1939 and the couple enjoyed sixty-two years together and were blessed with a daughter, Karen; and

WHEREAS, Truman K. Gibson, Jr. also played an instrumental role in the founding of the International Boxing Club which brought boxing to television and he represented some of the sport's most prominent icons; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Truman K. Gibson, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Truman K. Gibson, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Truman K. Gibson, Jr. serve as an example to all; and

WHEREAS, Truman K. Gibson, Jr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Truman K. Gibson, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2006, do hereby commemorate Truman K. Gibson, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Truman K. Gibson, Jr.

TRIBUTE TO LATE HONORABLE ROBERT P. GOOLEY.

WHEREAS, The Honorable Robert P. Gooley has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Homewood, The Honorable Robert P. Gooley was a former Cook County commissioner and the loving husband for sixty-four years of Marion, nee Jensen; and

WHEREAS, The Honorable Robert P. Gooley was the much-adored father of Barbara Naatz, the grandfather of two and the great-grandfather of two to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Robert P. Gooley enjoyed a long and highly successful career in public service during which he held important positions of public trust; and

WHEREAS, The Honorable Robert P. Gooley served with distinction as a Cook County commissioner from 1986 to 1994; and

WHEREAS, On a more local level, The Honorable Robert P. Gooley served as the chairman of the Zoning Board of Appeals for the Village of Homewood prior to serving as a village trustee from 1973 -- 1977 and as village president from 1978 -- 1985; and

WHEREAS, The Honorable Robert P. Gooley was a lifetime member of Wally Burns V.F.W. Post and American Legion Post in Homewood; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Robert P. Gooley gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Robert P. Gooley serve as an example to all; and

WHEREAS, The Honorable Robert P. Gooley will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Robert P. Gooley 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 eleventh day of January, 2006, do hereby commemorate The Honorable Robert P. Gooley for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Robert P. Gooley.

TRIBUTE TO LATE HONORABLE JOYCE H. GUMPRECHT.

WHEREAS, The Honorable Joyce H. Gumprecht 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 her passing by Alderman Edward M. Burke; and

WHEREAS, A lifelong resident of Crystal Lake, The Honorable Joyce H. Gumprecht was a retired public servant and the loving wife of the late Edwin; and

WHEREAS, The Honorable Joyce H. Gumprecht was the devoted mother of Robert, James and Christine; and

WHEREAS, The much-adored matriarch of her family, The Honorable Joyce H. Gumprecht was the grandmother of twelve, great-grandmother of twelve and great-great-grandmother of one; and

WHEREAS, The Honorable Joyce H. Gumprecht served with distinction as a member of the Algonquin Township Board of Trustees from 1973 to 1985; and

WHEREAS, The Honorable Joyce H. Gumprecht served part-time at the Crystal Lake Public Library before joining the local Ace Hardware store where she worked until her retirement in 1986; and

WHEREAS, The Honorable Joyce H. Gumprecht inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Joyce H. Gumprecht serve as an example to all; and

WHEREAS, A woman of dignity, grace and charm, The Honorable Joyce H. Gumprecht will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, The Honorable Joyce H. Gumprecht 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 eleventh day of January, 2006, do hereby commemorate The Honorable Joyce H. Gumprecht for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Joyce H. Gumprecht.

TRIBUTE TO LATE REVEREND EDWARD S. GUNIA.

WHEREAS, The Reverend Edward S. Gunia has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Edward S. Gunia was a retired Roman Catholic priest who had ministered with great holiness and compassion at parishes in both Chicago and its surrounding suburbs; and

WHEREAS, Raised on Chicago's northwest side, The Reverend Edward S. Gunia was the loving son of the late John and late Mary Gunia; and

WHEREAS, Ordained to the priesthood May 7, 1949, The Reverend Edward S. Gunia served in many Polish-speaking parishes; and

WHEREAS, The Reverend Edward S. Gunia served as associate pastor of Saint Valentine Church, Saint Mary Star of the Sea Church, Saint Wenceslaus Church, Saint Odilo Church, Saint Philomena Church and as pastor of Sacred Heart Church; and

WHEREAS, The Reverend Edward S. Gunia was the dear brother of Sophie L. Sanders and the late Julia Tyrpak, Frances Kujac, Leon, Helen Zemlik and Nina Skorniak; and

WHEREAS, The Reverend Edward S. Gunia was the dear uncle of many nieces and nephews; and

WHEREAS, The Reverend Edward S. Gunia inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Reverend Edward S. Gunia serve as an example to all; and

WHEREAS, The Reverend Edward S. Gunia will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Reverend Edward S. Gunia 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 eleventh day of January, 2006, do hereby commemorate The Reverend Edward S. Gunia 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 Edward S. Gunia.

TRIBUTE TO LATE REVEREND DONALD J. HAYES.

WHEREAS, The Reverend Donald J. Hayes 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, The Reverend Donald J. Hayes was a widely admired member of the clergy and a former president of Ignatius College Prep in Chicago; and

WHEREAS, In addition to his work as an educator and administrator, The Reverend Donald J. Hayes spent much of his priestly life encouraging others to pray and find spiritual renewal; and

WHEREAS, The Reverend Donald J. Hayes was a past vice president of University Ministry at Loyola University in Chicago and a former retreat director of the Ballarmine Jesuit Retreat House in Barrington; and

WHEREAS, The Reverend Donald J. Hayes was also a former member of the Board of Trustees at Loyola University and once briefly served as the university's acting president; and

WHEREAS, The Reverend Donald J. Hayes was the beloved son of the late Roger J. and Nancy, nee Cullen; and the devoted brother of Roger J., Jr., Vincent S., the late Paul F., John M., Kathleen, Walter L. and James C.; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Reverend Donald J. Hayes inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Reverend Donald J. Hayes serve as an example to all; and

WHEREAS, The Reverend Donald J. Hayes 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 Donald J. Hayes 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 eleventh day of January, 2006, do hereby commemorate The Reverend Donald J. Hayes 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 Donald J. Hayes.

TRIBUTE TO LATE MR. HENRY JOHN HYDE, JR.

WHEREAS, Henry John Hyde, Jr. has been called to eternal life by the wisdom of God at the age of fifty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born January 18, 1950, Henry John Hyde, Jr. was the first child of Illinois Congressman Henry J. Hyde and the late Jeanne Simpson-Hyde; and

WHEREAS, Affectionately known to family and friends as "Hank", Henry John Hyde, Jr. grew up in Chicago's far northwest side and was raised in the Sauganash and Edgebrook communities; and

WHEREAS, Henry John Hyde, Jr. graduated from Saint Mary of the Woods Catholic School and from Loyola Academy in Wilmette where he distinguished himself as an athlete and was later inducted into its Athletic Hall of Fame; and

WHEREAS, Henry John Hyde, Jr. attended Loyola University of New Orleans and enjoyed a career in baseball's minor leagues as a pitcher; and

WHEREAS, Following a career-ending arm injury, Henry John Hyde, Jr. returned to his native Chicago where he volunteered for many years as a youth basketball, baseball and football coach; and

WHEREAS, Henry John Hyde, Jr. also served as a revenue agent with the Office of the Illinois Secretary of State; and

WHEREAS, Henry John Hyde, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, His love of life and ability to live it to the fullest endeared Henry John Hyde, Jr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, A resident of Elk Grove Village, Henry John Hyde, Jr. will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his beloved family, Henry John Hyde, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2006, do hereby commemorate Henry John Hyde, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Henry John Hyde, Jr.

TRIBUTE TO LATE MR. JOSEPH M. KEATING, SR.

WHEREAS, Joseph M. Keating, Sr. has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago's great southwest side, Joseph M. Keating, Sr. was a prominent construction company owner and the loving husband for forty-seven years of Geraldine "Jerry", nee O'Brien; and

WHEREAS, Joseph M. Keating, Sr. was the much-adored father of Joseph M., Jr. Kathy Losinske, Karen, Kevin, Kristen Catino and Keith; and the grandfather of nine to whom he imparts many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A resident of Chicago, Palm Beach Gardens, Florida and Powers Lake, Wisconsin, Joseph M. Keating, Sr. was the founder of Coleman Keating Construction which later was renamed the Keating Development Group, a builder of residential and commercial projects; and

WHEREAS, Born in Chicago, Joseph M. Keating, Sr. grew up on South California Avenue near West 63rd Street and graduated from Lindblom High School and the University of Illinois at Champaign-Urbana; and

WHEREAS, Joseph M. Keating, Sr. was extremely proud of his Irish roots and the celebration of Saint Patrick's Day was always a joyous special event in the Keating home; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Joseph M. Keating, Sr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, His love of life and ability to live it to the fullest endeared Joseph M. Keating, Sr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Joseph M. Keating, Sr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Joseph M. Keating, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2006, do hereby commemorate Joseph M. Keating, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph M. Keating, Sr.

TRIBUTE TO LATE MR. ROGER W. LITTLE.

WHEREAS, Roger W. Little has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Wilmette, Roger W. Little was a widely admired educator and the loving husband of the late Irmgard, nee Schmidtmann; and

WHEREAS, Roger W. Little was the much-adored father of Tom, Anne, Mary O'Brien and Erica Schroederus, and the grandfather of five to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Roger W. Little served in two careers, one as a professional soldier, retiring in 1960 as a lieutenant colonel and a second, as a professor of sociology at the University of Illinois at Chicago, retiring in 1987; and

WHEREAS, Roger W. Little earned an A.B. from Harvard College, an M.A. from the University of Chicago and a Ph.D. from Michigan State University; and

WHEREAS, Roger W. Little was a decorated United States Army veteran of World War II and the Korean War; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Roger W. Little gave of himself fully to his family and was a loyal friend to

many; and

WHEREAS, Roger W. Little inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Roger W. Little serve as an example to all; and

WHEREAS, Roger W. Little 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, Roger W. Little 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 eleventh day of January, 2006, do hereby commemorate Roger W. Little 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 Roger W. Little.

TRIBUTE TO LATE MR. RUSSELL T. MADIA.

WHEREAS, Russell T. Madia 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, Russell T. Madia was a widely admired member of the law enforcement community and the beloved husband of Renee, nee Cassidy, and the late Mary, nee Randazzo; and

WHEREAS, Russell T. Madia was the much-adored father of Russell J. and Rosemarie "Sis" Ansell; the stepfather of Dawn Judd, Tammy Castenada and Ronald and Denise Daugherty; the grandfather of six; and the great-grandfather of one; and

WHEREAS, Russell T. Madia enjoyed a long and successful career with the Chicago Police Department and retired as a lieutenant; and

WHEREAS, Russell T. Madia was a member of the Fraternal Order of Police and the Saint Jude League; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Russell T. Madia gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Russell T. Madia inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Russell T. Madia serve as an example to all; and

WHEREAS, Russell T. Madia will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Russell T. Madia 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 eleventh day of January, 2006, do hereby commemorate Russell T. Madia 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 Russell T. Madia.

TRIBUTE TO LATE DR. ROBERT A. MILLER.

WHEREAS, Dr. Robert A. Miller has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Robert A. Miller was a widely admired member of the medical community and the loving husband of Carol; and

WHEREAS, A renowned physician and surgeon, Dr. Robert A. Miller served as Cook County's first director of pediatric cardiology and earned a reputation as a pioneer in the field of treating heart disease in children; and

WHEREAS, Born and raised in Chicago, Dr. Robert A. Miller earned his undergraduate and medical degrees from Northwestern University and served during the Korean War as a member of a Mobile Army Surgical Hospital (M.A.S.H.) unit; and

WHEREAS, Following his honorable discharge from military service, Dr. Robert A. Miller joined Children's Memorial Hospital where he served until joining Cook County Hospital in 1963; and

WHEREAS, Dr. Robert A. Miller additionally chaired the pediatric department at Chicago Medical School of the Rosalind Franklin University of Science and Medicine; and

WHEREAS, Following a long and highly successful career, Dr. Robert A. Miller retired from medicine fifteen years ago; and

WHEREAS, A talented tennis player and golfer, Dr. Robert A. Miller was a longtime member of the Chicago Saddle and Cycle Club; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Robert A. Miller gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Robert A. Miller inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, Dr. Robert A. Miller will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Robert A. Miller 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 eleventh day of January, 2006, do hereby commemorate Dr. Robert A. Miller for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Robert A. Miller.

TRIBUTE TO LATE HONORABLE ROGER J. PATZER.

WHEREAS, The Honorable Roger J. Patzer 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 Palatine, The Honorable Roger J. Patzer was the loving husband for fifty-four years of Edie; and

WHEREAS, The Honorable Roger J. Patzer was the much-adored father of Barbara Martinek, Janet and Paul to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Roger J. Patzer was a retired civil engineer and land developer and a founding member of the Elk Grove Village Board of Trustees; and

WHEREAS, The Honorable Roger J. Patzer also served as a member of the Plum Grove Estates Sanitary District Board from 1995 to 2003; and

WHEREAS, Born on Chicago's northwest side in the Albany Park neighborhood, The Honorable Roger J. Patzer founded the Applied Engineering Company and the Evergreen Development Company, both headquartered in Arlington Heights; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Roger J. Patzer gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Roger J. Patzer serve as an example to all; and

WHEREAS, The Honorable Roger J. Patzer was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Roger J. Patzer 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 eleventh day of January, 2006, do hereby commemorate The Honorable Roger J. Patzer for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Roger J. Patzer.

TRIBUTE TO LATE HONORABLE WILLIAM PROXMIRE.

WHEREAS, The Honorable William Proxmire has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable William Proxmire was a former United States senator from the State of Wisconsin and the loving husband of Ellen; and

WHEREAS, The Honorable William Proxmire was the much-adored father of Douglas, Theodore and Cici Zwerner and the stepfather of Jan Cathy Licht and Mary Ellen Poulos to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A Democrat, The Honorable William Proxmire served for more than four decades in the United States Senate where he earned a reputation for his great integrity and high purpose; and

WHEREAS, The Honorable William Proxmire returned more than Nine Hundred Thousand Dollars of his Senate office's allowance to the United States Treasury; and

WHEREAS, The son of a physician, The Honorable William Proxmire was raised in the Chicago suburb of Lake Forest and graduated from Yale University and Harvard Business School; and

WHEREAS, The Honorable William Proxmire ably served his country as a military intelligence officer during World War II and later moved to Wisconsin where he pursued a life of public service; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable William Proxmire gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable William Proxmire serve as an example to all; and

WHEREAS, The Honorable William Proxmire will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable William Proxmire 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 eleventh day of January, 2006, do hereby commemorate The Honorable William Proxmire for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable William Proxmire.

TRIBUTE TO LATE MS. AMANDA ELISE REESE.

WHEREAS, Amanda Elise Reese has gone to her eternal reward at the age of twenty-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Born September 29, 1980, Amanda Elise Reese was the dear and beloved child of James E. and Carole Anne, nee Menna, of Arlington Heights; and

WHEREAS, Amanda Elise Reese graduated in 2002 from Illinois State University and ably served as a volunteer for AmeriCorps on projects in Virginia, Washington, D.C., Ohio, Pennsylvania and West Virginia; and

WHEREAS, While with AmeriCorps as a team leader, Amanda Elise Reese supported the efforts of the Federal Emergency Management Agency in Mississippi assisting the Hurricane Katrina relief effort and helped to preserve the Everglades in Florida for the Nature Conservancy; and

WHEREAS, Amanda Elise Reese was a former Y.M.C.A. camp counselor and employee at the Ray Graham Association for People with Disabilities in Lombard; and

WHEREAS, A woman committed to excellence who maintained a high level of integrity, Amanda Elise Reese gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Amanda Elise Reese inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Amanda Elise Reese serve as an example to all; and

WHEREAS, Amanda Elise Reese 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 parents, James E. and Carole Anne; her grandmothers, Jean Menna and Lucille Reese; and her beloved family, Amanda Elise Reese 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 eleventh day of January, 2006, do hereby commemorate Amanda Elise Reese 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 Amanda Elise Reese.

TRIBUTE TO LATE MR. HAROLD SHAPIRO.

WHEREAS, Harold Shapiro has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Wilmette, Harold Shapiro was a prominent member of the legal community and the loving husband of Beatrice; and

WHEREAS, Harold Shapiro was the much-adored father of Matthew, Nicholas and Michal Ann to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Harold Shapiro was a former chairman of the prominent Chicago law firm of Sonnenschien, Nath and Rosenthal and was widely admired for his keen intellect and legal acumen; and

WHEREAS, Harold Shapiro enjoyed a long and illustrious career during which he represented Allstate Insurance for fifty years, oversaw the legal aspects of the sale of the Sears Tower and opened law offices for his firm around the country; and

WHEREAS, A native of the west side of Chicago, Harold Shapiro served his country during World War II in the United States Navy as a member of the Seabees construction battalion in the Philippines; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Harold Shapiro gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Harold Shapiro inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Harold Shapiro serve as an example to all; and

WHEREAS, Harold Shapiro will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Harold Shapiro 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 eleventh day of January, 2006, do hereby commemorate Harold Shapiro 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 Harold Shapiro.

TRIBUTE TO LATE HONORABLE JOHN SINDE.

WHEREAS, The Honorable John Sinde 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, The Honorable John Sinde was the longtime mayor of the Village of Westchester and the loving husband of Marilyn; and

WHEREAS, The Honorable John Sinde was the much-adored father of John A., James and Kimberly and the grandfather of six to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of Chicago, The Honorable John Sinde graduated from Saint Philip Catholic High School and served his country as a member of the United States Navy during World War II; and

WHEREAS, The Honorable John Sinde worked in his private life for many years as a construction supply sales representative and settled with his family in Westchester in 1963; and

WHEREAS, The Honorable John Sinde served as a member of the Park District Board for six years before he was elected village president in 1981, a position he held until his retirement in 2005; and

WHEREAS, The Honorable John Sinde always exhibited a profound love for his community and during his tenure in public service oversaw major improvements, including a park district swimming pool, a new police station and a new village hall; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable John Sinde gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable John Sinde serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared The Honorable John Sinde 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, The Honorable John Sinde was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable John Sinde 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 eleventh day of January, 2006, do hereby commemorate The Honorable John Sinde for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable John Sinde.

TRIBUTE TO LATE MR. DENNIS LEE SMITS.

WHEREAS, Dennis Lee Smits has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Saint John, Indiana, Dennis Lee Smits was a widely admired member of the law enforcement community and the beloved husband of forty-two years of Marilyn, nee Szczudlak; and

WHEREAS, Dennis Lee Smits was the much-adored father of Kimberly McClain and Kevin and was preceded in death by the couple's infant daughter, Nadine; and

WHEREAS, Affectionately known to family members and friends as Denny, Dennis Lee Smits was the fond brother of Woody and the grandfather of three; and

WHEREAS, Dennis Lee Smits was the dear son of Henry and Laverne; and

WHEREAS, Dennis Lee Smits was a former longtime resident of South Holland where he served for thirty-two years as a valued member of its police department; and

WHEREAS, Dennis Lee Smits retired from public service in 1996 after serving for twelve years as the suburb's chief of police; and

WHEREAS, A veteran of the United States Coast Guard, Dennis Lee Smits graduated in 1981 from the FBI Academy and was a valued member of professional organizations, including the South Suburban Association, Illinois Association and the International Association of Chiefs of Police; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dennis Lee Smits gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Dennis Lee Smits serve as an example to all; and

WHEREAS, Dennis Lee Smits will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dennis Lee Smits 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 eleventh day of January, 2006, do hereby commemorate Dennis Lee Smits 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 Dennis Lee Smits.

TRIBUTE TO LATE REVEREND EDMUND S. SZLANGA.

WHEREAS, The Reverend Edmund S. Szlanga has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Edmund S. Szlanga was a widely admired Roman Catholic priest and the pastor emeritus of Saint Bruno Church in Chicago's Archer Heights neighborhood; and

WHEREAS, A native of the southwest side, The Reverend Edmund S. Szlanga was the cherished son of the late Vincent and Catherine, nee Wasinski; and

WHEREAS, The Reverend Edmund S. Szlanga attended Five Holy Martyrs Catholic School, Quigley Seminary in Chicago and Saint Mary of the Lake Seminary in Mundelein; and

WHEREAS, Ordained to the priesthood in 1948, The Reverend Edmund S. Szlanga served as an associate pastor at Saint Josaphat, Saint Turibus, Saint Mary Magdalen, Saint Fidelis and Saint Rene parishes before serving for nearly seventeen years as pastor of Saint Bruno Parish; and

WHEREAS, An inspirational leader, The Reverend Edmund S. Szlanga played an instrumental role in building a parish hall at Saint Bruno and his many efforts improved the quality of education for all of the students at Saint Bruno Elementary School; and

WHEREAS, Following forty-three years of service to the faithful of the Roman Catholic Archdiocese of Chicago, The Reverend Edmund S. Szlanga retired from active ministry in 1991; and

WHEREAS, The hard work, sacrifice and dedication of The Reverend Edmund S. Szlanga serve as an example to all; and

WHEREAS, The Reverend Edmund S. Szlanga will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Reverend Edmund S. Szlanga 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 eleventh day of January, 2006, do hereby commemorate The Reverend Edmund S. Szlanga 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 Edmund S. Szlanga.

TRIBUTE TO LATE MR. HAROLD C. "STORMY" WHEELER.

WHEREAS, Harold C. "Stormy" Wheeler has been called to eternal life by the wisdom of God at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Evanston, Harold C. "Stormy" Wheeler was a widely admired member of the legal community and the loving husband for twenty-three years of Mary Martin; and

WHEREAS, Harold C. "Stormy" Wheeler was the much-adored father of Ryan, Jenny and Amy to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Harold C. "Stormy" Wheeler enjoyed a highly successful career as an attorney and was a partner in the law firm of Butler Rubin Saltarelli & Boyd; and

WHEREAS, A fifth generation Illinoisan, Harold C. "Stormy" Wheeler grew up in Northfield, Illinois and graduated from New Trier High School and Harvard College before serving in the Vietnam War as a naval officer from 1968 -- 1969; and

WHEREAS, Harold C. "Stormy" Wheeler earned his law degree from the University of Virginia in 1974 and returned to the Chicago area where he began a career that would earn him much respect as a litigator; and

WHEREAS, Harold C. "Stormy" Wheeler was a civic-minded individual who ably served on the Chicago Board of Prevent Child Abuse America; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Harold C. "Stormy" Wheeler gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Harold C. "Stormy" Wheeler was an avid sportsman who played football in high school and college and loved golf and poker; and

WHEREAS, His love of life and ability to live it to the fullest endeared Harold C. "Stormy" Wheeler 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, Harold C. "Stormy" Wheeler will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Harold C. "Stormy" Wheeler 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 eleventh day of January, 2006, do hereby commemorate Harold C. "Stormy" Wheeler 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 Harold C. "Stormy" Wheeler.

TRIBUTE TO LATE MR. CHEYENNE WILLEY.

WHEREAS, Cheyenne Willey has gone to his eternal reward at the age of thirty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Fremont, California, Cheyenne Willey was a United States Army sergeant who lost his life while bravely serving his country in Operation Iraqi Freedom; and

WHEREAS, Born on the fourth of July, Cheyenne Willey grew up in west central Illinois and enlisted in June of 1995 and served with the 2nd Battalion, 504th Parachute Infantry Regiment until 1999; and

WHEREAS, Cheyenne Willey worked as a personal trainer and a construction worker until he reenlisted in the Army after the September 11, 2001 terrorist attacks upon our nation; and

WHEREAS, Cheyenne Willey enlisted for another term of service in June of 2004 and was deployed to Iraq where he was working with contractors to help Iraqis rebuild their war-damaged homes; and

WHEREAS, Cheyenne Willey, assigned to the Army Reserve's 351st Civil Affairs Command, was fatally injured during a roadside bomb attack by insurgents near Baghdad; and

WHEREAS, During his military career, Cheyenne Willey received the Army Commendation Medal, Army Achievement Medal, the National Defense Service Medal with a Bronze Star, the Expert Infantryman Badge, the Parachutist Badge and the Expert Marksmanship Qualification Badge; and

WHEREAS, Cheyenne Willey was posthumously recommended for the Bronze Star Medal, the Purple Heart, the Global War on Terrorism Service Medal, Iraq Campaign Medal, the Combat Action Badge and other medals; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Cheyenne Willey gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Cheyenne Willey inspired the lives of countless people through his great personal integrity and bravery; and

WHEREAS, The hard work, sacrifice and dedication of Cheyenne Willey serve as an example to all; and

WHEREAS, Cheyenne Willey will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his mother, Patsy Miller; his sister, Stacy; and his beloved family, Cheyenne Willey 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 eleventh day of January, 2006, do hereby commemorate Cheyenne Willey 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 Cheyenne Willey.

TRIBUTE TO LATE HONORABLE BOB WILLIAMSON.

WHEREAS, The Honorable Bob Williamson has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Beecher, The Honorable Bob Williamson was a widely admired public servant and the loving husband of Donna; and

WHEREAS, The Honorable Bob Williamson was the much-adored father of Anita Ladouceur, Kelli, Lisa and Michael and the grandfather of two to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Bob Williamson was a member of the Beecher City Council before serving from 1990 to 1998 on the Will County Board where he was finance committee chairman and played an instrumental role in restoring the county to financial stability; and

WHEREAS, The Honorable Bob Williamson later served as acting finance director, interim budget manager and budget advisor to the board; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Bob Williamson gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Bob Williamson serve as an example to all; and

WHEREAS, The Honorable Bob Williamson was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Bob Williamson 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 eleventh day of January, 2006, do hereby commemorate The Honorable Bob Williamson for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Bob Williamson.

TRIBUTE TO LATE MR. LEROY WOLINS.

WHEREAS, Leroy Wolins has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of South Haven, Michigan, Leroy Wolins was a longtime peace activist and environmentalist; and

WHEREAS, Leroy Wolins was a cofounder of the Chicago Area Veterans for Peace, Vietnam Veterans against the War and the Chicago Peace Council; and

WHEREAS, Born May 26, 1929 in Chicago, Leroy Wolins studied at U.C.L.A. and earned his master's degree in urban planning from the University of Chicago; and

WHEREAS, Leroy Wolins was a valued member of the South Haven Diversity Coalition, a member of the WMU based anti-apartheid student group S.A.S.O. (South African Solidarity Organization) and an outspoken protestor; and

WHEREAS, Leroy Wolins also devoted much of his life to numerous other civic, environmental and community activities; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Leroy Wolins gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Leroy Wolins inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Leroy Wolins serve as an example to all; and

WHEREAS, Leroy Wolins will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Tye and his three adoring grandchildren, Leroy Wolins 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 eleventh day of January, 2006, do hereby commemorate Leroy Wolins 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 Leroy Wolins.

TRIBUTE TO LATE MR. JOSHUA A. WOODS.

WHEREAS, Joshua A. Woods has been called to eternal life at the age of six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A young child from Leroy, Indiana, Joshua A. Woods was the cherished son of Leroy and Lisa, nee Peters; and

WHEREAS, Joshua A. Woods was the dear brother of Joseph Peters, Michelle LaPorte, Jacob, Matthew, Lee J. and Cindy; and

WHEREAS, Joshua A. Woods is also survived by his maternal grandparents, Marshall and Debra Peters of Sauk Village, paternal grandparents, Mary Lou Hohman of Berwyn and Leroy Wood, Sr. of Summit, as well as his maternal great-grandparents, Norma Skaggs of Highland, Indiana and Ludena Peters of Steger; and

WHEREAS, Joshua A. Woods was a gift from God who inspired the lives of countless people through his great personal goodness; and

WHEREAS, His love of life and ability to live it to the fullest endeared Joshua A. Woods 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, Joshua A. Woods will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Joshua A. Woods imparts a legacy of treasured love to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2006, do hereby commemorate Joshua A. Woods 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 Joshua A. Woods.

*CONGRATULATIONS EXTENDED TO MR. GLENN E. CARR
ON RETIREMENT AS COMMISSIONER OF
DEPARTMENT OF PERSONNEL.*

WHEREAS, Glenn E. Carr has retired from the City of Chicago as the commissioner of the Department of Personnel following a long and admirable career in public service; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Glenn E. Carr was named to head the department by Mayor Richard M. Daley in 1989 where he oversaw one hundred employees; and

WHEREAS, In his distinguished role as the commissioner of the Department of Personnel, Glenn E. Carr oversaw a multitude of important responsibilities, including labor relations, recruitment, employment services and training programs; and

WHEREAS, For eight years prior to his appointment as a city commissioner, Glenn E. Carr ably served as a valued member of the Cook County State's Attorney's Office where he rose to become deputy chief; and

WHEREAS, Prior to joining the Cook County State's Attorney's Office, Glenn E. Carr engaged in the private practice of law as an attorney in Milwaukee, Wisconsin; and

WHEREAS, In addition to his role as a widely admired member of the legal community, Glenn E. Carr served as a professor of law at Howard University Law School in Washington, D.C. and is a former member of the faculty at Columbia College in Chicago; and

WHEREAS, Glenn E. Carr has been affiliated with numerous professional organizations of great prominence, including the National Bar Association, the American Bar Association, the National Conference of Black Lawyers, the National Black Prosecutors Association, where he served as president from 1985 to 1986, and the National Forum of Black Public Administrators; and

WHEREAS, Glenn E. Carr is a highly talented individual of many professional strengths who is worthy of our great gratitude for his many meaningful contributions as a public servant; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2006, do hereby congratulate Glenn E. Carr for his highly successful career in public service and do hereby express our fondest and best wishes for his continued success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Glenn E. Carr.

*CONGRATULATIONS EXTENDED TO MR. BOB CUNNINGHAM
ON SEVENTY-FIFTH BIRTHDAY.*

WHEREAS, Bob Cunningham will celebrate the joyful occasion of his seventy-fifth birthday surrounded by the love and warmth of family members and friends at a special party on Saturday, January, 28, 2006; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Born on January 21, 1931, Bob Cunningham was raised near 51st and Halsted Streets on the city's great southwest side where his parents, Jean and Jim, operated a coal and ice company which later became the Cunningham Oil Company; and

WHEREAS, An Air Force veteran of the Korean War, Bob Cunningham attended De La Salle High School, Quigley Preparatory Seminary and Loyola University; and

WHEREAS, Bob Cunningham enjoyed more than four decades of marriage with his loving wife, the late Margaret "Peg"; and

WHEREAS, The Cunninghams raised seven children: Margaret, Clare, Jeanne, Robert, Sheila, Elizabeth and Patrick in Most Holy Redeemer Parish in the suburb of Evergreen Park; and

WHEREAS, Bob Cunningham, now somewhat grayer and the proud grandfather of seven, still resides in the very same home on Hamlin Avenue; and

WHEREAS, Bob Cunningham is the owner of Midwest Cargo Systems, a major Chicago area trucking company; and

WHEREAS, Bob Cunningham's life has always revolved around the goodness of his family and a strict work ethic; and

WHEREAS, Bob Cunningham is a proud native of the City of Chicago who is exceedingly 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 eleventh day of January, 2006, do hereby congratulate Bob Cunningham on the occasion of his seventy-fifth birthday and do hereby express our fondest and best wishes for his continued good health, success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bob Cunningham.

*CONGRATULATIONS EXTENDED TO HONORABLE CHRISTINE C. QUINN
ON BEING ELECTED AS FIRST FEMALE OPENLY-GAY
SPEAKER OF NEW YORK CITY COUNCIL.*

WHEREAS, The Honorable Christine C. Quinn has been elected to serve as the first female and openly-gay Speaker of the New York City Council; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A Democrat, The Honorable Christine C. Quinn has ably served as a member of the New York City Council since February 1, 1999, and has represented the Third Council District, which encompasses neighborhoods in lower Manhattan, including Chelsea, the West Village, Clinton and parts of Soho and Murray Hill; and

WHEREAS, Throughout her esteemed tenure, The Honorable Christine C. Quinn has been a champion of more comprehensive health care and equal rights for all New Yorkers; and

WHEREAS, The Honorable Christine C. Quinn led efforts to pass the Equal Benefits Bill which mandates that municipal contractors provide equal access to health care for both spouses and partners; and

WHEREAS, A tireless advocate of working men and women, The Honorable Christine C. Quinn supported issues such as the Living Wage Legislation and has pushed to expand affordable housing throughout New York City; and

WHEREAS, The Honorable Christine C. Quinn helped to make New York City a smoke-free environment; and

WHEREAS, The Honorable Christine C. Quinn is a dedicated and extremely talented public servant who has made many meaningful contributions to the City of New York; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2006, do hereby congratulate The Honorable Christine C. Quinn on being elected to serve as the Speaker of the New York City Council and do hereby express our best wishes for her continued success and achievement in this high post; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Honorable Christine C. Quinn.

*CONGRATULATIONS EXTENDED TO MR. CARMELO VARGAS
ON RETIREMENT AS COMMISSIONER OF CHICAGO
DEPARTMENT OF HUMAN SERVICES.*

WHEREAS, Carmelo Vargas, one of Chicago most widely admired advocates for the homeless, has announced his retirement as commissioner of the Chicago Department of Human Services following more than thirty-two years of dedicated and able public service; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Mayor Richard M. Daley named Carmelo Vargas commissioner of the Chicago Department of Human Services in December of 2003; and

WHEREAS, Carmelo Vargas came to the position with over three decades of experience with the city, having joined the department in 1973 as a social worker; and

WHEREAS, Continuing to rise through the ranks, Carmelo Vargas was named in 1991 to serve as director of Emergency Services where he was responsible for providing shelter and support to homeless people, assisting fire and disaster victims and coordinating services during periods of extreme weather; and

WHEREAS, In 2000, Carmelo Vargas was appointed to serve as deputy commissioner; and

WHEREAS, Throughout his long and illustrious tenure, Carmelo Vargas was recognized for his innovative homeless outreach and engagement programs, which included the creation of a program which operates on the premise that homeless people are more likely to take advantage of services, if the services come directly to them; and

WHEREAS, Carmelo Vargas was responsible for introducing the City's two mobile clinics, staffed with a nurse practitioner and social worker, which anchor the program and travel throughout Chicago; and

WHEREAS, Prior to joining the City, Carmelo Vargas worked as an alcohol outpatient supervisor for Association House and an English teacher with the Chicago Urban Institute; and

WHEREAS, A native of Puerto Rico and a veteran of the Vietnam War, Carmelo Vargas earned his bachelor's degree from Northeastern Illinois University and performed his graduate work in urban studies at Governor's State University; and

WHEREAS, Carmelo Vargas has held numerous key positions in important community organizations including the Edgewater Uptown Alcoholism Council and the West Side Provider Network; and

WHEREAS, The hard work, sacrifice and dedication of Carmelo Vargas serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this eleventh day of January, 2006, do hereby officially offer our gratitude and most sincere appreciation to Carmelo Vargas for his many years of dedicated public service and do hereby express our most sincere best wishes for his continued good health, success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carmelo Vargas.

*GRATITUDE EXTENDED TO BERGHOFF FAMILY FOR
SERVICE AND CONTRIBUTIONS TO CHICAGO.*

WHEREAS, Chicago is a place of great culture and diversity thanks to its many immigrants who have brought with them the traditions and heritage of their home countries; and

WHEREAS, Chicago is known as a "City of Neighborhoods" where the wealth of these customs greatly enhance the quality of life for all people of Chicago; and

WHEREAS, Herman Joseph Berghoff is one such immigrant who has made a name for himself and his family by sharing a taste of his German homeland with all of Chicago; and

WHEREAS, The Berghoff has been family-owned and operated for more than one hundred years, making an indelible mark on the community at large; and

WHEREAS, The Berghoff has been a place of great historical significance in the City of Chicago; and

WHEREAS, Herman Joseph Berghoff opened the Berghoff to serve his Dortmunder-style beer and sandwiches, and it grew into a full-service restaurant that has served Chicagoans for one hundred seven years; and

WHEREAS, The Berghoff made history in the city by being the first establishment to get a liquor license after Prohibition ended in 1933; and

WHEREAS, The Berghoff was the background for a pivotal point in the fight for the equality of women, when seven members the National Organization for Women sat at the bar and insisted on service in what was a men-only establishment; and

WHEREAS, The Berghoff has seen ten Chicago mayors and thirteen Illinois governors since it regained its liquor license in Chicago in 1933; and

WHEREAS, The Berghoff has served as a backdrop to thousands of Chicago family memories, during which generations of Chicago families joined in celebration together; and

WHEREAS, Members of the Berghoff family will continue to entertain and serve Chicago after the Berghoff closes its doors, as Carlyn Berghoff will maintain the spirit of her great-grandfather by keeping the bar that serves his famous beer and using the restaurant to create a new home for her company, Artistic Events by Carlyn Berghoff Catering, Inc.; and

WHEREAS, Through their tireless service and generous hospitality, the Berghoff family has contributed much to the people of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled here this eleventh day of January, 2006, do hereby congratulate and thank the Berghoff family for their service and dedication to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Herman and Jan Berghoff and Carlyn Berghoff as a token of our esteem.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MR. ANTHONY EMBRY.

WHEREAS, Almighty God in His infinite wisdom, has called Anthony Embry to his eternal rest on Monday, November 7, 2005; and

WHEREAS, The Honorable Shirley A. Coleman, Alderman of the 16th Ward, has informed this august body of his passing; and

WHEREAS, Anthony Embry, a native of Chicago, came into this life on July 9, 1959, born to the loving union of Willie Milton Embry, Sr. and Lena Mae Lutrell; and

WHEREAS, On August 24, 2004 at Mount Pilgrim Church of God in Christ, Anthony called upon the Lord, he also rededicated himself to the Lord on Sunday, November 6, 2005 at Logo Ministries in Bellwood, Illinois; and

WHEREAS, Anthony was an extremely talented singer who loved to sing with his brothers and sisters in the hallways of the Henry Horner Project Homes. Anthony was a vital and active member in his family and his grateful community. He will be deeply missed; and

WHEREAS, Anthony Embry leaves behind to mourn his passing and cherish wonderful memories, Lena Mae Embry, Franklin and Willie Milton Embry, Sr., who preceded him in death, Henrene Renee Kirksey, your girl, Lenora Dee (Tony) Kpa, Barbara Gail Embry, Gloria Jean Embry, Tyrone (Carol Ann) Embry, Sylvia Lorraine (Steve) Jones, Denise Embry, Rosemarie (Terry) Bums, Lena "Tiny" Embry; Willie Milton Embry, Jr. and Billy Milton Embry; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this eleventh day of January, 2006 A.D., do hereby extend our heartfelt condolences to the family and friends of Mr. Anthony Embry and express our true sorrow at his passing.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Anthony Embry.

**CONGRATULATIONS EXTENDED TO ENGLEWOOD UNITED METHODIST
CHURCH ON ONE HUNDRED THIRTY-SECOND ANNIVERSARY.**

WHEREAS, On November 13, 2005, the congregation of the Englewood United Methodist Church on South Stewart Avenue celebrated the one hundred thirty-second anniversary of the oldest church in that south side Chicago neighborhood; and

WHEREAS, The Reverend Dr. Le'on M. Willis, pastor of the Englewood United Methodist Church, presided over a pair of pre-celebration services. On Friday night, November 4, the "Come as U R Praising with Attitude" service initiated the joyful occasion, and the Remembrance Worship Service on Sunday, November 6, commemorated all those church members who have passed on during the church's more than thirteen decades; and

WHEREAS, Taylor Moore, a fifteen year old youth motivational speaker and hostess of her own CAN-TV show, "Words To Live By", the special guest at the anniversary service, was a true inspiration to all who were privileged to attend; and

WHEREAS, The pastor and members of the Englewood United Methodist Church can take a special pride in knowing their stewardship of such a venerable community institution has been blessed through their efforts, both spiritual and physical. They have kept their church's doors open and have provided relevant ministries to those in need; and

WHEREAS, The Honorable Shirley A. Coleman, Alderman of the 16th Ward, has apprised this august body of this auspicious and glorious occasion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this eleventh day of January, 2006 A.D., do hereby extend our heartfelt best wishes to the Englewood United Methodist Church family as it enters its one hundred thirty-third year in service to God and the community and express our collective admiration for those good and faithful servants; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Le'on M. Willis, pastor of the Englewood United Methodist Church.

Presented By

**ALDERMAN COLEMAN (16th Ward) And
ALDERMAN E. SMITH (28th Ward):**

**CONGRATULATIONS EXTENDED TO DR. SAMMY DAVIS
ON FORTY-FOURTH ANNIVERSARY AS PASTOR OF
ORIGINAL HOLY ARK BAPTIST CHURCH.**

WHEREAS, Dr. Sammy Davis has been the pastor and shepherd of the Original Holy Ark Baptist Church on South Morgan Street for the past forty-four years; and

WHEREAS, The Original Holy Ark Baptist church and its congregants have prospered and grown in wisdom and faith under the guidance of Dr. Sammy Davis; and

WHEREAS, Dr. Sammy Davis and his congregation celebrated this occasion with a magnificent afternoon service on Sunday, January 8, 2006; and

WHEREAS, Sister Fanny Yancey and Sister Chery L. McWilliams were the co-chairs of this splendid and successful event; and

WHEREAS, The Honorable Shirley A. Coleman, Alderman of the 16th Ward, and The Honorable Ed H. Smith, Alderman of the 28th Ward, have apprised this august body of this auspicious occasion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this eleventh day of January, 2006 A.D., do hereby congratulate Dr. Sammy Davis on his more than four decade milestone achievement and extend our heartiest best wishes for many more years of successful service to his God, his congregation and his community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Sammy Davis.

Presented By

ALDERMAN L. THOMAS (17th Ward):

TRIBUTE TO LATE MRS. LAURA L. BARNES.

WHEREAS, Almighty God, in His infinite wisdom, has called Laura L. Barnes, an upstanding citizen and community activist, to her heavenly reward; and

WHEREAS, Laura L. Barnes started life on January 31, 1941 in Panola, Alabama. On July 24, 1958, she was united in holy matrimony to Vernon L. Barnes, a marriage of forty-seven years that only ended with her passing. Their union was blessed with two sons and a daughter; and

WHEREAS, Laura L. Barnes was employed by the Everwear Luggage Company for eighteen years. After retirement, she became actively involved in the antiques trade. She was president of her block club for many years and enjoyed working with the

youths in the neighborhood, planning special activities and diligently working toward the upkeep of her community; and

WHEREAS, Laura L. Barnes was also active with the Chicago Police Department in the 6th District C.A.P.S. program and served as the chair for its Sick and Welfare Committee. She volunteered with the 17th Ward Alderman's office and held annual block club parties for the residents on her street; and

WHEREAS, Laura L. Barnes leaves behind to mourn her loss and cherish her memory her devoted husband; two sons, Vernon, Jr. and Virdon; a daughter, Vernessa; three grandchildren; one great-grandson; seven sisters; six brothers; and a whole host of other relatives as well as numerous friends; and

WHEREAS, The Honorable Latasha R. Thomas, Alderman of the 17th Ward, has informed this august body of the passing of Laura L. Barnes; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this eleventh day of January, 2006 A.D., do hereby express our sorrow on the passing of Laura L. Barnes and extend to her family members our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Laura L. Barnes.

TRIBUTE TO LATE MR. LEE ANDREW C.C. BOONE.

WHEREAS, Lee Andrew C.C. Boone, a most beloved citizen and friend in Chicago's great 17th Ward community, has been called home by our Lord God and Savior Jesus Christ, October 18, 2005; and

WHEREAS, This august body has been notified of his transition by The Honorable Latasha R. Thomas, Alderman of the 17th Ward; and

WHEREAS, Born in Chicago August 1, 1958, Lee Andrew C.C. Boone was the loving son of Glenola Lashley and Joseph Boone. He was the fifth child born to this union. Lee attended Guggenheim Elementary School and Metro High School. He served as a police officer in Los Angeles, California and was the manager and district manager of several restaurants in various states. Lee was the owner of Mr. Lee's Dairy King on Lincolnway West in South Bend, Indiana; and

WHEREAS, Lee Andrew C.C. Boone, a member of Faith Apostolic Ministries, accepted Christ as his personal savior, thanking God daily for His goodness and mercy. A loving, caring and giving person, Lee Andrew C.C. Boone will be fondly remembered and deeply missed; and

WHEREAS, Lee Andrew C.C. Boone leaves to celebrate his life and cherish his memory his loving wife, Stacey; children, Rashad, Shadra, Akeem (mother Sybil), Shayla; one grandchild, Tonya Lynn; his mother, Apostle Glenola Lashley; five brothers, Robert, Joseph (Denise), Lester Michael (Pam), Erick (Theresa) and John; four sisters, Joanie Renee, Lena (Terry), Juanita (Richard) and Glenda; adopted father, Raymond Irving; and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby offer our heartiest sympathy to the family, friends and loved ones of Lee Andrew C.C. Boone and express our hope that the coldness of their grief be soon replaced by their warm memories of him; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Lee Andrew C.C. Boone.

TRIBUTE TO LATE MRS. CLEMIE JONES.

WHEREAS, Clemie Jones, a most beloved citizen and friend in Chicago's great 17th Ward community, has been called home by our Lord God and Savior Jesus Christ; and

WHEREAS, God in His infinite wisdom chose Sunday, October 16, 2005 to bring his precious daughter, Clemie Jones, to her heavenly reward; and

WHEREAS, This august body has been notified of her transition by The Honorable Latasha R. Thomas, Alderman of the 17th Ward; and

WHEREAS, Clemie Jones was the loving daughter born to Haywood and Mattie Jones on March 28, 1917. To her parents and siblings, Earnest, Douglas, Frank, Pinkie, Rosetta, Mattie and Hazel, Clemie was affectionately known as "Lil' Bit". She spent her early life in Memphis, Tennessee. Clemie matured into a young woman with an abundance of grace, charm, patience and intelligence. She met her husband, Sam Dorsey and shared a life filled with many memorable moments; and

WHEREAS, Her husband, Sam Dorsey, and six siblings, Earnest, Douglas, Frank, Pinkie, Rosetta and Mattie, having predeceased her, Clemie Jones leaves to celebrate her life and cherish her memory a loving sister, Hazel Leonard; nieces, Melvina Adams (Tommie) and LaToynia Leonard; nephews, Earnest Leonard (Darlene) and Melvin Leonard; and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby offer our heartiest sympathy to the family, friends and loved ones of Clemie Jones and express our hope that the coldness of their grief be soon replaced by their warm memories of her; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Clemie Jones.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MR. CURT MENTZER.

WHEREAS, Curt Mentzer has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Ginger Rugai; and

WHEREAS, Curt was born and raised in Cedar Rapids, Iowa, joining his sister Lois and brother Loyd; and

WHEREAS, Curt served his country in the United States Navy from November 1940 to January 1947 on board the Destroyer USS Cummings in the Pacific; and

WHEREAS, Curt married the love of his life, Mildred Sika in 1952, settled down in the Mount Greenwood community to raise their children, Milissa and Cary; and

WHEREAS, As an active member in the Mount Greenwood community, Curt held many leadership positions in Meals on Wheels, the Lions Club, Chamber of Commerce and the Morgan Park Presbyterian Church; and

WHEREAS, Curt was also a member of VFW Post Number 6869, a delegate to the Czech American Congress, a board director of CSA Fraternal Life and an officer of Sokol Town of Lake; and

WHEREAS, As a devoted grandfather to Michael and Raymond, Curt enjoyed many hours reading and instilling in them the meaning of service to the community; and

WHEREAS, Curt's love of life and his ability to live it to the fullest endeared him to his family, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eleventh day of January, 2006, do hereby honor the life and memory of Curt Mentzer and extend our heartfelt condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Curt Mentzer as a sign of our sympathy and profound admiration for this service to his country and his community.

*CONGRATULATIONS EXTENDED TO SERGEANT JOAN BIEBEL
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Joan Biebel, Star Number 1545, devoted twenty-nine years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Joan Biebel and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*CONGRATULATIONS EXTENDED TO SERGEANT STEVEN BLAKE
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Steven Blake, Star Number 1569, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Steven Blake and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

**CONGRATULATIONS EXTENDED TO SERGEANT DANIEL BRANNIGAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Daniel Brannigan, Star Number 1649, devoted thirty-six years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Daniel Brannigan and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-six years.

**CONGRATULATIONS EXTENDED TO SERGEANT JOSEPH BROGAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods; this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Joseph Brogan, Star Number 1432, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Joseph Brogan and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT TIMOTHY BROPHY
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Timothy Brophy, Star Number 1342, devoted thirty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Timothy Brophy and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-eight years.

*CONGRATULATIONS EXTENDED TO SERGEANT JOSEPH CHICZEWSKI
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Joseph Chiczewski, Star Number 1038, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Joseph Chiczewski and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT TYRONE COLLINS
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Tyrone Collins, Star Number 1761, devoted twenty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Tyrone Collins and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-three years.

*CONGRATULATIONS EXTENDED TO SERGEANT PAMELA CURETÓN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Pamela Cureton, Star Number 1233, devoted twenty-five years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Pamela Cureton and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-five years.

*CONGRATULATIONS EXTENDED TO SERGEANT EDWARD CYMBALISTY
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Edward Cymbalisky, Star Number 2484, devoted twenty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Edward Cymbalisky and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years.

*CONGRATULATIONS EXTENDED TO SERGEANT DANIEL DEVINE
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Daniel Devine, Star Number 1939, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Daniel Devine and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT EUGENE DOMRET
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Eugene Domret, Star Number 1447, devoted thirty-five years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Eugene Domret and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-five years.

*CONGRATULATIONS EXTENDED TO SERGEANT JOHN DOYLE
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Daniel Devine, Star Number 1795, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Daniel Devine and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT LARRY DUHIG
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Larry Duhig, Star Number 801, devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Larry Duhig and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years.

*CONGRATULATIONS EXTENDED TO SERGEANT MICHAEL EGAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT:*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Michael Egan, Star Number 1363, devoted twenty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Michael Egan and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years.

*CONGRATULATIONS EXTENDED TO SERGEANT DOUGLAS
ELLIS, JR. ON RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being

life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Douglas Ellis, Jr., Star Number 951, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Douglas Ellis, Jr. and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT RICHARD
ENGLESMAN ON RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Richard Englesman, Star Number 2481, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Richard Englesman and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT KENT
ERICKSON ON RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Kent Erickson, Star Number 2085, devoted twenty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Kent Erickson and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years.

**CONGRATULATIONS EXTENDED TO SERGEANT NELIDA FIGUEROA
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Nelida Figueroa, Star Number 1003, devoted twenty-five years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Nelida Figueroa and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-five years.

**CONGRATULATIONS EXTENDED TO SERGEANT MARK FORTUNA
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Mark Fortuna, Star Number 1442, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Mark Fortuna and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT LYNN GARMON
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Lynn Garmon, Star Number 2166, devoted twenty-five years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Lynn Garmon and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-five years.

**CONGRATULATIONS EXTENDED TO SERGEANT CALVIN GILES
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Calvin Giles, Star Number 1856, devoted thirty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Calvin Giles and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years.

**CONGRATULATIONS EXTENDED TO SERGEANT RICHARD GREEN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Richard Green, Star Number 1588, devoted thirty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Richard Green and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-eight years.

**CONGRATULATIONS EXTENDED TO SERGEANT THOMAS HENNIGAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Thomas Hennigan, Star Number 1036, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Thomas Hennigan and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT JAMES JABLONSKI
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant James Jablonski, Star Number 895, devoted thirty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James Jablonski and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years.

*CONGRATULATIONS EXTENDED TO SERGEANT WILLIAM JACONETTI
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant William Jaconetti, Star Number 944, devoted thirty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant William Jaconetti and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-seven years.

*CONGRATULATIONS EXTENDED TO SERGEANT EDWARD KANE
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Edward Kane, Star Number 1111, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Edward Kane and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

**CONGRATULATIONS EXTENDED TO SERGEANT JAMES KULEKOWSKIS
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant James Kulekowskis, Star Number 1323, devoted thirty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James Kulekowskis and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-eight years.

*CONGRATULATIONS EXTENDED TO SERGEANT LINDA LABERN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Linda Labern, Star Number 965, devoted thirty-two years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Linda Labern and her family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT CHARLES LOFTUS
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Charles Loftus, Star Number 1678, devoted thirty-six years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Charles Loftus and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-six years.

*CONGRATULATIONS EXTENDED TO SERGEANT JOHN MAHON
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John Mahon, Star Number 2124, devoted thirty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John Mahon and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

*CONGRATULATIONS EXTENDED TO SERGEANT JOHN MALONE
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John Malone, Star Number 1907, devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John Malone and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years.

**CONGRATULATIONS EXTENDED TO SERGEANT ROBERT MARGELEWSKI
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Robert Margelewski, Star Number 2111, devoted thirty-one years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert Margelewski and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

*CONGRATULATIONS EXTENDED TO SERGEANT KEVIN MARSHALL
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Kevin Marshall, Star Number 849, devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Kevin Marshall and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*CONGRATULATIONS EXTENDED TO SERGEANT JAMES MC COLLOM
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant James McCollom, Star Number 1989, devoted twenty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James McCollom and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years.

*CONGRATULATIONS EXTENDED TO SERGEANT CHERIFF MORGAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Cheriff Morgan, Star Number 1227, devoted twenty-eight years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Cheriff Morgan and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years.

*CONGRATULATIONS EXTENDED TO SERGEANT RUSSELL MUELLER
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Russell Mueller, Star Number 1627, devoted thirty-six years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Russell Mueller and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-six years.

*CONGRATULATIONS EXTENDED TO SERGEANT RICHARD NELSON
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Richard Nelson, Star Number 933, devoted thirty-five years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Richard Nelson and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-five years.

**CONGRATULATIONS EXTENDED TO SERGEANT THOMAS NEWTON
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Thomas Newton, Star Number 1994, devoted thirty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Thomas Newton and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-seven years.

*CONGRATULATIONS EXTENDED TO SERGEANT BRIAN OAKES
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Brian Oakes, Star Number 975, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Brian Oakes and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT ROBERT ORLANDO
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Robert Orlando, Star Number 2389, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert Orlando and his family for the dedication; professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT DONNA
PACANOWSKI ON RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Donna Pacanowski, Star Number 974, devoted thirty-one years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Donna Pacanowski and her family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

**CONGRATULATIONS EXTENDED TO SERGEANT RONALD PALMER
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Ronald Palmer, Star Number 1075, devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Ronald Palmer and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years.

*CONGRATULATIONS EXTENDED TO SERGEANT THOMAS
PATTERSON ON RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers

simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Thomas Patterson, Star Number 2223, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Thomas Patterson and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT ANTHONY
PETRUSONIS ON RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Anthony Petrusonis, Star Number 892, devoted forty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Anthony Petrusonis and his family for the dedication, professionalism and personal sacrifice provided throughout the past forty years.

*CONGRATULATIONS EXTENDED TO SERGEANT HOWARD PIERSON
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Howard Pierson, Star Number 2126, devoted thirty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Howard Pierson and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-eight years.

*CONGRATULATIONS EXTENDED TO SERGEANT JOHN
ROBERTSON ON RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John Robertson, Star Number 1449, devoted twenty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John Robertson and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years.

CONGRATULATIONS EXTENDED TO SERGEANT ROBERT ROMAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Robert Roman, Star Number 812, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert Roman and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT YVONNE ROBINSON
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Yvonne Robinson, Star Number 876, devoted thirty-one years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Yvonne Robinson and her family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

*CONGRATULATIONS EXTENDED TO SERGEANT BERNARD RYAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Bernard Ryan, Star Number 2211, devoted twenty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Bernard Ryan and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years.

*CONGRATULATIONS EXTENDED TO SERGEANT THOMAS RYAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Thomas Ryan, Star Number 2048, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Thomas Ryan and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT TIMOTHY SAGE
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Timothy Sage, Star Number 2385, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Timothy Sage and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

**CONGRATULATIONS EXTENDED TO SERGEANT ROBERT SCHAEFER
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Robert Schaefer, Star Number 1091, devoted twenty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert Schaefer and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years.

*CONGRATULATIONS EXTENDED TO SERGEANT RICHARD SCHMIDT
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Richard Schmidt, Star Number 1888, devoted thirty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Richard Schmidt and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years.

**CONGRATULATIONS EXTENDED TO SERGEANT JOHN SHAUGHNESSY,
JR. ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John Shaughnessy, Jr., Star Number 820, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John Shaughnessy, Jr. and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT MICHAEL SICILIANO
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Michael Siciliano, Star Number 2572, devoted twenty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Michael Siciliano and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty years.

*CONGRATULATIONS EXTENDED TO SERGEANT BRENDA SHEAD
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Brenda Shead, Star Number 1258, devoted twenty-six years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Brenda Shead and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-six years.

*CONGRATULATIONS EXTENDED TO SERGEANT STEPHEN SHERWIN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Stephen Sherwin, Star Number 1249, devoted thirty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Stephen Sherwin and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-seven years.

*CONGRATULATIONS EXTENDED TO SERGEANT JOHN SMALL
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John Small, Number 1571, devoted thirty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John Small and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-nine years.

*CONGRATULATIONS EXTENDED TO SERGEANT JAMES SMITH
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant James Smith, Star Number 2251, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James Smith and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT PATRICIA SMITH
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their wife or mother may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Patricia Smith, Star Number 1985, devoted twenty-three years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Patricia Smith and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-three years.

*CONGRATULATIONS EXTENDED TO SERGEANT ABRAHAM TAYLOR
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Abraham Taylor, Star Number 1184, devoted thirty-five years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Abraham Taylor and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-five years.

*CONGRATULATIONS EXTENDED TO SERGEANT HENRY THOMAS
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Henry Thomas, Star Number 853, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Henry Thomas and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*CONGRATULATIONS EXTENDED TO SERGEANT VINCENT TONDRYK
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Vincent Tondryk, Star Number 988, devoted thirty-five years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Vincent Tondryk and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-five years.

*CONGRATULATIONS EXTENDED TO SERGEANT JOHN VALAITIS
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John Valaitis, Star Number 2595, devoted thirty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John Valaitis and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-seven years.

*CONGRATULATIONS EXTENDED TO SERGEANT LOUIS VELEZ
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Louis Velez, Star Number 1749, devoted thirty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Louis Velez and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

*CONGRATULATIONS EXTENDED TO SERGEANT EDWARD VETH
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Edward Veth, Star Number 1833, devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Edward Veth and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years.

*CONGRATULATIONS EXTENDED TO SERGEANT WILLIAM WAGNER
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant William Wagner, Star Number 1278, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant William Wagner and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

**CONGRATULATIONS EXTENDED TO SERGEANT MICHAEL WILLIAMSON
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Michael Williamson, Star Number 2007, devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Michael Williamson and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years.

**CONGRATULATIONS EXTENDED TO SERGEANT ROBERT WOJCIK
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Robert Wojcik, Star Number 2046, devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this eleventh day of January, 2006, that on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Wojcik and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE DEACON DOCK ALIOUSDALE RILEY, SR.

WHEREAS, Almighty God in His infinite wisdom and judgment has called Deacon

Dock Aliousdale Riley, Sr., an outstanding citizen and servant to his community, to his everlasting reward on Friday, November 25, 2005; and

WHEREAS, The Honorable Arenda Troutman, Alderman of the 20th Ward, has informed the Chicago City Council of the passing of Deacon Dock Aliousdale Riley, Sr.; and

WHEREAS, Deacon Dock Aliousdale Riley, Sr., the loving son of Willie Bell Riley and Mary Ella Bates Riley, was born on February 5, 1926. He was the fourth child born to this loving couple and was educated through the public school system of Attala County, Mississippi. When he was eighteen, Deacon Dock Aliousdale Riley, Sr. moved to Muskegon, Michigan; and

WHEREAS, In 1994, Deacon Dock Aliousdale Riley, Sr. and the former Mary Alice Pace were united in holy matrimony. He was employed at Neway Mold E. Engineering Company and retired in 1994; and

WHEREAS, Deacon Dock Aliousdale Riley, Sr. was related to Collean Fuller, affectionately known as "Ma Fuller", who is a precinct captain in the 20th Ward. Deacon Dock Aliousdale Riley, Sr. was extremely fond of the alderman whom he became acquainted with through the newspaper articles and her interviews from TV; and

WHEREAS, Deacon Dock Aliousdale Riley, Sr. a loving and devoted husband, father, grandfather, great-grandfather, brother, friend and good neighbor to all will be deeply missed but warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; and

WHEREAS, Deacon Dock Aliousdale Riley, Sr. leaves behind to cherish and revere his memory a devoted wife, Mary Alice Riley; son, Dock Jr.; sisters, Leora Wigley and Roosevelt Collins of Sallis, Mississippi and Gladys (Louis) Slater of Koseluska, Mississippi; a foster brother, Edward Bates; five grandchildren, Antwian Riley, Bertlyn, Chartell, Danielle and Ebony Riley; one great-grandson, Daijon Paterson; three stepchildren, Barbara Driser, Reverend Jay Driver and Tanya Pace; a special god daughter, Kia Sykes; a host of other relatives and friends and the extended family from the Spring Street Missionary Baptist Church who all loved him dearly; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2006, do hereby extend our heartfelt condolences to the family members, loved ones and friends of Deacon Dock Aliousdale Riley, Sr.; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Deacon Dock Aliousdale Riley, Sr.

*CONGRATULATIONS EXTENDED TO DEACON LEON SHELLEY
ON NINETY-NINTH BIRTHDAY AND DECLARATION OF
DECEMBER 18, 2005 AS "DEACON LEON SHELLEY
NINETY-NINTH BIRTHDAY TRIBUTE DAY"
IN CHICAGO.*

WHEREAS, On Sunday, December 18, 2005, his friends, colleagues and fellow worshipers will gather at Saint John Baptist Temple Church on Chicago's great south side to pay tribute to Deacon Leon Shelley on his ninety-ninth birthday; and

WHEREAS, A man of deep spiritual commitment, Deacon Leon Shelley has been a vital member of Saint John Baptist Temple Church since 1972, and is now the church's oldest member. He has worked within the church in many capacities, most especially on the deacon board and usher board; and

WHEREAS, As a willing and energetic volunteer, Deacon Leon Shelley has reached out to the children of the community. He has visited and comforted the residents at Kenwood Nursing Home, and many of the infirm throughout this grateful neighborhood, bringing the sacraments to those who are confined to their homes. He is a man of God who strives to help his fellow man in any way possible; and

WHEREAS, Deacon Leon Shelley has committed himself to many tasks and assignments, and he exemplifies the highest standards of spiritual dedication; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006, do hereby join in the tribute to Deacon Leon Shelley for his selfless dedication to helping his fellow man, and in that regard we declare that Sunday, December 18, 2005, be declared as "Deacon Leon Shelley Ninety-ninth Birthday Tribute Day" in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Deacon Leon Shelley of Saint John Baptist Temple Church.

Presented By

ALDERMAN BROOKINS (21st Ward):

TRIBUTE TO LATE MOTHER EVELYN CONWAY.

WHEREAS, Evelyn Conway, was called home by the Great I Am on September 10, 2005. Evelyn Conway answered her Father's call, "Come for I have prepared a place for thee, a mansion filled with precious rubies, diamonds and pearls specifically for you, every jewel represents your ministry and because of your obedience to me, your ministry caused a positive transformation in the lives of many"; and

WHEREAS, The scriptures state, "my sheep know my voice and follow me", Evelyn Conway exemplified a life of purity and holiness. Evelyn Conway truly had a relationship with the Father; and

WHEREAS, The Lord ordains a pathway for each of us, Evelyn Conway stayed on the path and remained steadfast in the things of God. She never ceased without praying for the people of God; understood faith supersedes fear and every blessing should not be taken for granted; and

WHEREAS, Now I speak on behalf of the "Saints of God" when I say, "Evelyn Conway affectionately known as Mother Conway name was more than just an average name". Every letter in her name stood for something. She was truly a virtuous woman to her husband and children. So, from this day forward, let us salute to the "Hills Whence Cometh Our Help" for sending forth a woman who honored and respected the ordinances of God; and

WHEREAS, Evelyn Conway, leaves to relish in her memories, three children: Linda Smith (Michael), Tom Conway, Jr. and Michelle Mincey; two sisters, Luella (Clifton) and Bertha; three brothers-in-law, Irving, John Henry and Willie B. (Dorothy); three sisters-in-law, Hattie, Ethel Daniels and Lorene; eight grandchildren; five great-grandchildren; one godson; and a host of nieces, nephews, relatives and friends; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, will gather together on the eleventh day of January, 2006 A.D., to express their sorrow on the passing of Evelyn Conway and extend to her family and friends their sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mother Evelyn Conway.

TRIBUTE TO LATE MR. OSCAR "SONNY" JOHNSON, JR.

WHEREAS, Oscar Johnson, Jr. affectionately known as "Sonny", wiped his eyes and stretched forth his right hand and said, "Lord here I am your son, Sonny, ready to follow you to the place that you have prepared for me". On Wednesday, June 15, 2005, Oscar "Sonny" Johnson, Jr. transitioned from his natural body into his spiritual body; and

WHEREAS, Sonny developed a relationship with Jesus Christ at an early age by following the examples set forth in the scriptures, "the steps of a good man are ordered by the Lord and he delighteth in his way." Psalm 37:23; and

WHEREAS, Oscar's fondly inherited name, Sonny, meant so much more to those who knew him; strengthened by the power of God, optimistic about life, never gave up on his family, nurtured those in need and always yearning for the knowledge and wisdom of God; and

WHEREAS, Throughout Oscar's life he was subject to numerous pitfalls and bumps in the road, yet he maintained his undying faith in God. Oscar "Sonny" Johnson, Jr. was truly a hearer and doer of the word of God; and

WHEREAS, Oscar "Sonny" Johnson, Jr. leaves to cherish his memory: devoted mother, Granduline; three brothers: Willie James (Meelyn), Jerome (Olga) and Michael; a special friend, Regina; nine aunts; one great-aunt; six uncles; five nieces; two nephews; and a host of relatives and friends; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago will gather together on the eleventh day of January, 2006 A.D., to express their sorrow on the passing of Oscar "Sonny" Johnson and extend to his family and friends their sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Oscar "Sonny" Johnson, Jr.

TRIBUTE TO LATE MR. CHARLES FRANCIS SEARLES.

WHEREAS, On Friday, December 9, 2005, Charles Francis Searles responded to the voice of his Lord and Savior Jesus Christ, "Charles the time is here for you to

gather your spiritual belongings and follow me; because there's another place that I have prepared particularly for you; it's a resting place for your soul". Immediately, Mr. Searles surrendered to the call of his Savior and followed him to a place called heaven. Parents, Fred and Anna Searles, one brother, Fred, Jr. and one son, Howard all who preceded him in death, greeted him at heavens gate saying, "Welcome Home"; and

WHEREAS, Charles Francis Searles affectionately known as "Jimmy" or "Chuck" unselfishly gave of himself so that others would benefit from the generosity of his heart. His friendly smile, firm handshake and time served as precinct captain of the 21st Ward will forever be remembered; and

WHEREAS, The scriptures state, "the steps of a good man are ordered by the Lord". Charles Francis Searles fits the biblical description perfectly. He exemplified a man who understood the sacredness of marriage; the distinction between a father and a daddy; and the real meaning of perseverance. Charles Francis Searles left a legacy for men of every nation to follow; and

WHEREAS, At this moment I speak with great confidence when I say, "Charles Francis Searles' name meant much more than just an average name". Every letter in his name stood for something. Though we cried often for the life of Charles Francis Searles, we pray that one day soon we shall all meet him again. So, from this day forward, let us stand and salute Charles Francis Searles for being such an extraordinary man; and

WHEREAS, Charles Francis Searles leaves to treasure his memories his virtuous and faithful wife of nearly fifty-seven years, Vivian Ruth Searles; three devoted sons; Ronald Searles (Karima), Stephen Searles (Charlotte) and Brian Searles; four beloved daughters, Carol Starks (O'Cephus -- deceased), Marie McCrainie (Calvin), Beverly Jolly and Cynthia Searles; five brothers; two sisters; twenty-seven grandchildren; twenty-eight great-grandchildren; two-great-great grandchildren; and a host of nieces, nephews, relatives and friends; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago gathered together on the eleventh day of January, 2006 A.D., do express their sorrow on the passing of Charles Francis Searles and extend to his family and friends their sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Charles Francis Searles.

Presented By

ALDERMAN E. SMITH (28th Ward):

TRIBUTE TO LATE MR. DEE SAMUEL GLENN.

WHEREAS, On the first day of 2006 at 2:45 P.M., almighty God in His infinite wisdom chose to call home Dee Samuel Glenn; and

WHEREAS, Dee Samuel Glenn started down the path of his life's journey in Louisville, Mississippi on April 15, 1937 as the oldest of nine children born to the late King Solomon and Essie V. Glenn. It was there he accepted Christ at an early age, was educated at Mount Olive and, in 1957, married Emma Lu Hickman, a union that was only severed with his passing. Five children were born of this union; and

WHEREAS, Dee Samuel Glenn moved his family to Chicago. He joined Saint Michael Missionary Baptist Church where he served on the Deacon Board. For more than four decades, Dee Samuel Glenn worked at Pioneer Wholesale until retirement in 1999; and

WHEREAS, Dee Samuel Glenn will leave behind to mourn his loss and cherish his memory his wife of forty-eight years; five children, Lue Eather Glenn, Larry Dee Glenn, Christopher Glenn, Alicia Glenn and Marcus King Glenn; two brothers, Roy and Willie Glenn; four sisters, Betty Sullivan, Bonnie Glenn, Leslie Porter and Margaret Glenn; twenty grandchildren; eight great-grandchildren; and a whole host of nieces, nephews, other relatives and good friends; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward, has informed this august body of the passing of Dee Samuel Glenn; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council gathered here this eleventh day of January, 2006 A.D., do hereby extend our deepest sympathies to the large family and many friends of Dee Samuel Glenn and express our heartfelt sorrow upon the news of his passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Emma Lu Glenn.

Presented by

ALDERMAN CAROTHERS (29th Ward):

TRIBUTE TO LATE MR. BEN NEWTON.

WHEREAS, It is with great sadness that the City Council of the City of Chicago is hereby informed of the passing of Ben Newton, beloved citizen and friend; and

WHEREAS, Ben Newton, born in Tarry, Arkansas January 15, 1930 was the loving son of Jasper and Mamie Newton. In 1952 Ben moved to Chicago and was employed by Advance Finishing Company and B&B Shoe Company. Ben was a dedicated and valued employee. Ben continued to be associated with the B&B family long after his retirement; and

WHEREAS, This august body was informed of his transition by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, A cherished friend of many and a good neighbor to all, Ben Newton will be greatly missed and fondly remembered by his many family members, and friends. He leaves to celebrate his life and cherish his memory his fiance, Essie Bogans; Naomi Moore Newton; three daughters, Erma Kent, Cynthia Newton and Tanya Newton; sons, Ben Newton, Jr., Derrick (Joann) Newton, Kenneth (Kathy); seventeen grandchildren; five great-grandchildren; nine sisters, twins, Rosetta Luster and Novella Ivory, Josephine Burt Jones, Mamie Lurlee Scott, Florida Mae (Master Cunnings), Future Mae Jones, Floria Sanders, Freddie Mae Rollins, Oree B. Miller; and a host of other relatives and many friends and a special friend of the family, Mrs. Bernstein; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2006, do hereby extend our sincere condolences to the family of Ben Newton; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ben Newton.

TRIBUTE TO LATE MR. JOHN WESLEY TYLER.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal

reward, John Wesley Tyler, beloved citizen and friend, November 28, 2005 at the age of seventy-one; and

WHEREAS, This august body has been informed of his passing by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, Born October 24, 1934 in Chicago, John Wesley Tyler was the second child born to John and Ruby Tyler. He accepted Christ as his personal savior at an early age and was baptized at Metropolitan Missionary Baptist Church; and

WHEREAS, John Wesley Tyler was educated in the Chicago Public School System and was employed with the Board of Education for more than twenty years; and

WHEREAS, John was an active and vital member of his family and his community. He will be sorely missed. He was preceded in death by his parents; one daughter, Maria; and one brother, Raymond; and

WHEREAS, John Wesley Tyler leaves to celebrate his life and cherish his memory his loving companion, Etta Diming; son, John; ten grandchildren, Solitary, Ellacyanio, Julius, Oprah, Terrell, Delores, Angel, Sarah, Delvina and Sandra; three sisters, Dorothy, Juarita and Charlene; three brothers, Lawrence (Effie), Herman (Lillian) and Ronald; three stepchildren, Mary (Luke), Reginald and Nicole; great-grandchildren; and a host of other relatives and friends; now, therefore,

Be It Further Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2006, do hereby express our collective sorrow at the passing of John Wesley Tyler and extend our sincerest sympathy to his many family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John Wesley Tyler.

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE MR. BEN KILPATRICK.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal

reward Ben Kilpatrick, beloved citizen and friend, July 19, 2005, at the age of fifty-eight years; and

WHEREAS, Born October 22, 1946, Ben Kilpatrick came to Chicago at an early age, attended what is now Harold Washington College and forged a productive twenty-year career at Harris Bank. He satisfied his long passion for cooking when he graduated from Washburn Culinary School and worked at several fine Chicago restaurants. During his career as a chef, he prepared meals for the likes of President Bill Clinton, Mayor Harold Washington, Mayor Richard M. Daley and entertainment celebrities, Eartha Kitt and Sammy Davis, Jr.; and

WHEREAS, A deeply religious man and also an accomplished singer, Ben Kilpatrick sang for many years with the famous recording choir, The Thompson Community Singers; and

WHEREAS, Ben Kilpatrick leaves to cherish his memory his mother, Mamie Kilpatrick; one son, D'Artagnan; one brother, Jimmy; two sisters, Mary (Will) Hall and Marsha (Leonard) Massenburg; five nieces; four nephews; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby express our sorrow on the passing of Ben Kilpatrick and extend to his family our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ben Kilpatrick.

TRIBUTE TO LATE MRS. DOROTHY SAUNDERS VANOY.

WHEREAS, Almighty God, in His infinite wisdom, has seen fit to call Dorothy Saunders Vanoy, an outstanding citizen and member of her community, to her everlasting reward; and

WHEREAS, Dorothy Saunders Vanoy started her life's journey seventy-four years ago in Charleston, Missouri. Her family moved to Cairo, Illinois when she was a young girl and in the late 1940s, they moved to this city where she finished high school. In 1952, she was united in holy matrimony to John Vanoy and this union was blessed with six daughters, one of who preceded her in passing; and

WHEREAS, Dorothy Vanoy would have been well-known in her south side Roseland neighborhood without being the mother-in-law of the most famous

professional basketball player of all time, Michael Jordan. She was a stay-at-home mother whom everyone called "Mama" due to her "open door" policy with every child in the vicinity. Her table was always open, as no one went away hungry; and

WHEREAS, In 1972, Dorothy Vanoy went to work at First National Bank of Chicago and retired fifteen years later as a supervisor in that bank's stock transfer department. This gave her more time to play the piano and volunteer in the 34th Ward public service office. A devout Christian, Dorothy Vanoy was a faithful member of the Logos Baptist Assembly and worked in their media ministry; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward, has informed this august body of the passing of Dorothy Saunders Vanoy; and

WHEREAS, Dorothy Saunders Vanoy leaves behind to cherish her memory five daughters, Jackie Rogers, Rhonda Armstrong, Bernetta Vanoy, Juanita Jordan and Margaret Vanoy; her sisters, Thelma Clark, Gladys West and Florence Elmore; her brother, Jessie Saunders, Jr.; seventeen grandchildren; eighteen great-grandchildren; and a great-great grandchild; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this eleventh day of January, 2006 A.D., do hereby express our heartfelt sympathy to the many family members and friends of Dorothy Saunders Vanoy and extend our sincerest condolences at the sad news of her passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dorothy Saunders Vanoy.

TRIBUTE TO LATE MRS. CATHERINE WILLIAMS.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Catherine Williams, beloved citizen and friend, July 5, 2005; and

WHEREAS, The Chicago City Council has been informed of her passing by The Honorable Carrie Austin, Alderman of the 34th Ward; and

WHEREAS, Catherine Williams, born March 29, 1920 in Lexington, Mississippi, was the loving daughter of Willie and Susie Hood. She was raised and educated in Mississippi. Catherine was united in marriage to Sam Williams, Sr. on November 16, 1940. They were blessed with three children, Tullulah Williams, Sam Williams, Jr. and Mary Redmond (Reed); and

WHEREAS, In 1946, Catherine and her family moved to Chicago. She was employed with the Nabisco Company and retired after thirty-five years of dedicated service. Catherine was a vital and active member of Chicago's great 34th Ward community and was affectionately known as "Grandma Cat" by many; and

WHEREAS, Catherine Williams was a loving mother, grandmother, sister, friend and neighbor to all and had enriched the lives of the young and the old. The memory of her character, intelligence and compassion will continue to live on in those who knew and loved her. She leaves to celebrate her life and cherish her memory three loving children, Tullulah Williams, Sam Williams and Mary Reed; daughter-in-law, Alice Williams; son-in-law, Lee Brown; brothers, Tommy Hood (Frances), Willie Hood, James Hood, Pat Hood (Patricia), Tony Benson (Ruby) and Cass Hood (Mary); sisters-in-law, Shirley Hood, Grace Hood-Wilson (Albert); twelve grandchildren; thirty-three great-grandchildren; six great-great-grandchildren and a host of other relatives and many friends. Four sisters, Carrie McKenzie, Bernice Hood, Betty Roby, Cozell Hudson and two brothers, Albert Hood and Charles E. Hood predeceased her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby express our sorrow on the passing of Catherine Williams and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Catherine Williams.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. MARTIN ABBINANTI.

WHEREAS, Martin Abbinanti has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Jacqueline; devoted father of Michele (John) Flaherty, Martin (Irene) and Mark (Carole); loving grandfather of nine; dear brother of Josephine (Stanley) Markowski and Mary Jane (Igor) Naumoff; and fond uncle of many, Martin Abbinanti 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Martin Abbinanti and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Martin Abbinanti.

TRIBUTE TO LATE MR. STANLEY CHOROSTECKI.

WHEREAS, Stanley Chorostecki has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Judith; loving father of Lawrence (Debra) and John (Christine); grandfather and "Poppy" of Angelina, Nicholas, Alexandra and Samuel; dearest son of the late Walter and Maria; fond brother of Walter (Gloria); son-in-law of Rose and the late John Cygan; and uncle of Katherine, Stanley Chorostecki 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Stanley Chorostecki and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stanley Chorostecki.

TRIBUTE TO LATE MRS. FRANCES T. CHRISTIE.

WHEREAS, Frances T. Christie has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Joseph; loving mother of the late Mildred (Richard) Pelz; cherished grandmother of Richard (Vickie) and Scott (Julie) Pelz; a great-grandmother of five; and dear sister of Arthur, Peter (Jean) and the late William and Albert Caruso, Frances T. Christie 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Frances T. Christie and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frances T. Christie.

TRIBUTE TO LATE MR. THOMAS (GAETANO) JOSEPH FARINA.

WHEREAS, Thomas (Gaetano) Joseph Farina has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The loving father of Janis Ignoffo (John/Iggy); dearest grandfather of Matthew (Annie); brother of Peter; loving companion of Carol Hedrick; former husband of Kay Leitner; loving son of the late Francesco and Giuseppa (Graziano) of Vicari, Sicily; and brother of Anna Indihar (Tony), Joseph (Frances) and John (Irene), Thomas (Gaetano) Joseph Farina 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Thomas (Gaetano) Joseph Farina and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas (Gaetano) Joseph Farina.

TRIBUTE TO LATE MRS. BETTY MOZA.

WHEREAS, Betty Moza has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Norbert and loving mother of Jerry (Donna), Betty Moza 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Betty Moza and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Betty Moza.

TRIBUTE TO LATE MR. RONALD J. SCHULTZ.

WHEREAS, Ronald J. Schultz has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The loving husband of Irene; beloved father of Sean; dearest son of the late Emanuel and Susan; fond brother of Joan McGrath, Donald (Laura) and Mary June (Bill); cherished uncle of Patrick, Anthony, Christopher, Adam, Sandra and Jason; and dear friend to many, Ronald J. Schultz 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Ronald J. Schultz and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ronald J. Schultz.

TRIBUTE TO LATE MRS. ANNE L. TRUCINA.

WHEREAS, Anne L. Trucina has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Thaddeus; loving mother of Ronald (Lisa); grandmother of Krista, Marisa and Brian; and friend of many, Anne L. Trucina 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 eleventh day of January, 2006, do hereby express our sorrow on the death of Anne L. Trucina and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anne L. Trucina.

*CONGRATULATIONS EXTENDED TO MR. JONATHAN HARMENING
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, Jonathan Harmening, outstanding young citizen of Chicago's great northwest side community, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The Chicago City Council has been informed of this great achievement by Thomas R. Allen, Alderman of the 38th Ward; and

WHEREAS, A member of Our Lady of Victory, Troop 990, Jonathan Harmening has applied his energy and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Jonathan Harmening represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby offer our heartiest congratulations to Jonathan Harmening on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Jonathan Harmening.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. WILLIAM FRENCH COWHEY.

WHEREAS, God in His infinite wisdom has called William French Cowhey to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, William French Cowhey was an active and vital member of his community. The dear brother of Patricia (George) Courtney, Maureen (the late John) Kenny, James (Bonnie) Cowhey and Dennis (Christine) Cowhey; beloved son of the late William J. and Lillian French Cowhey; fond uncle of Brian and Meghan Courtney, Edward (Lisa) Kenny, Colleen (Peter) Kearney, John Kenny, Michael (Trisha) Kenny and Tracey Kenny, William Cowhey, Erin (Matthew) Urbanski and Chrissi Cowhey, Michael, Sean, Brendan, Danny and Brian Cowhey; dear nephew of Patricia and William Bowler; and great-uncle of nine nieces and nephews, William French Cowhey leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, William French Cowhey 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 eleventh day of January, 2006 A.D., do hereby express our sorrow on the death of William French Cowhey 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 William French Cowhey.

TRIBUTE TO LATE MR. RICHARD A. DAY, SR.

WHEREAS, God in His infinite wisdom has called Richard A. Day, Sr. to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Richard A. Day, Sr., the beloved husband of Mildred, was an active and vital member of his community. The loving father of Barbara (John) Linnihan, Dick, Jr. (late Colleen) and John (Lynn); cherished grandfather of Erin and Dan Linnihan, Joane (Brian) Ramsey and Kelly and Rick Day; and fond brother of Jack and Don Day and the late Dorothy McClenahan, Richard A. Day, Sr. leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Richard A. Day, Sr. 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 eleventh day of January, 2006 A.D., do hereby express our sorrow on the death of Richard A. Day, 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 Richard A. Day, Sr.

TRIBUTE TO LATE MRS. MARY T. GUZZETTA.

WHEREAS, God in His infinite wisdom has called Mary T. Guzzetta to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Mary T. Guzzetta, beloved wife of the late Anthony, was an active and vital member of her community. The loving mother of Arthur Guzzetta and Judy Slezak; dear grandmother of Stephen Guzzetta, James, John and Paul (Karen) Slezak; cherished great-grandmother of Rebecca and Peter Slezak; and dear sister of Helen Buddenbaum and Irene Berdnick, Mary T. Guzzetta leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Mary T. Guzzetta will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby, express our sorrow on the death of Mary T. Guzzetta and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary T. Guzzetta.

TRIBUTE TO LATE MR. RANDOLPH H. HUDSON.

WHEREAS, God in His infinite wisdom has called Randolph H. Hudson to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Randolph H. Hudson, the beloved husband of Jan Pinkerton, was an active and vital member of his community. The loving father of Hoyt, Roy, James, Andrea and Lucy; and dear grandfather of four, Randolph H. Hudson leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Mr. Hudson was a brilliant professor and writer who spent nearly three decades at Northeastern Illinois University; and

WHEREAS, Randolph H. Hudson 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 eleventh day of January, 2006 A.D., do hereby express our sorrow on the death of Randolph H. Hudson 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 Randolph H. Hudson.

TRIBUTE TO LATE MR. ROBERT A. O'BRIEN.

WHEREAS, God in His infinite wisdom has called Robert A. O'Brien to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Robert A. O'Brien, the beloved husband of the late Cecilia, was an active and vital member of his community. The loving father of Robert, Jr. and Patricia (James Wirkus) O'Brien; dear grandfather of Darlene, Robert (Elizabeth),

Michael Wirkus and G. W. the wonder dog; great-grandfather of Stephanie, Damien, Bridget and Shawn Wirkus; fond relative and friend of many, Robert A. O'Brien leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Robert A. O'Brien 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 eleventh day of January, 2006 A.D., do hereby express our sorrow on the death of Robert A. O'Brien and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert A. O'Brien.

TRIBUTE TO LATE MS. ESTHER POLITZER.

WHEREAS, God in His infinite wisdom has called Esther Politzer to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Esther Politzer was an active and vital member of her community. The loving daughter of the late Lena and Harry Politzer; dear sister of the late Charlotte (Ben) Wigdor; loving aunt of Melanie O'Donnell, Dr. Harvey (Pamela Waltz) Wigdor and Enid Herrmann; beloved great-aunt of Cari (Adam) Sonenshein, Charla and Benjamin Wigdor and Lynn Herrmann; and beloved great-great aunt of Ethan Laine Sonenshein, Esther Politzer leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Esther Politzer will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby express our sorrow on the death of Esther Politzer 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 Esther Politzer.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. DOROTHY VANOY.

WHEREAS, In His infinite glory and wisdom the Lord blessed the world with Dorothy Vanoy (nee Saunders); and

WHEREAS, Dorothy Vanoy was born in Charleston, Missouri; and

WHEREAS, With her family, Dorothy Vanoy relocated to Cairo, Illinois where she attended Sumner High School; later moving to Chicago, Illinois in the late 1940s where she completed her secondary education; and

WHEREAS, Dorothy Vanoy married John Vanoy in 1952, from this union six daughters were born: Jackie, Rhonda, Bernetta, Juanita, Margaret and Gwendolyn; and

WHEREAS, In the late 1970s, Dorothy Vanoy began working for the First National Bank of Chicago; she retired as a supervisor in the stock transfer area fifteen years later; and

WHEREAS, Dorothy Vanoy was a devout Christian who attended Logos Baptist Assembly in Chicago; she worked in the church's media ministry and faithfully attended Sunday church services and Tuesday Bible study; and

WHEREAS, Dorothy Vanoy was known to be a loving and caring woman who taught her daughters to be self-sufficient and to value life; and

WHEREAS, Dorothy Vanoy earned the nickname, "Mama", amongst residents of southwest Chicago's Roseland neighborhood where she was a resident for thirty-four years; and

WHEREAS, Dorothy Vanoy enjoyed playing the piano and volunteering at the office of The Honorable Carrie Austin, Alderperson of the 34th Ward; and

WHEREAS, Dorothy Vanoy is mother-in-law to the legendary Michael Jordan, formerly of the Chicago Bulls; and

WHEREAS, Dorothy Vanoy departed from this life on Sunday, December 4, 2005, at age seventy-four; and

WHEREAS, Dorothy Vanoy leaves to cherish her memory her daughters: Jackie Rogers, Rhonda Armstrong, Bernetta Vanoy, Juanita Jordan, Margaret Vanoy and Gwendolyn Hicks; her sisters, Thelma Clark, Gladys West and Florice Elmore; her brother, Jessie Saunders, Jr.; seventeen grandchildren; eighteen great-grandchildren; and a great-great granddaughter; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this eleventh day of January, 2006, do hereby mourn the death and celebrate the life of Dorothy Vanoy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dorothy Vanoy.

*CONGRATULATIONS EXTENDED TO GERMAN AMERICAN CHAMBER
OF COMMERCE OF MIDWEST ON FIFTH ANNIVERSARY
OF YOUNG EXECUTIVES' COMMITTEE.*

WHEREAS, The German American Chamber of Commerce of the Midwest was founded in 1963; and

WHEREAS, The German American Chamber of Commerce of the Midwest is headquartered in Chicago, Illinois and is located on the Magnificent Mile; and

WHEREAS, The German American Chamber of Commerce of the Midwest's mission is "to further promote and assist in the expansion of bilateral trade and investment between Germany and the United States"; and

WHEREAS, The German American Chamber of Commerce of the Midwest's network of German Chambers of Commerce Abroad has one hundred seventy offices in eighty countries around the globe, including eight offices in North America; and

WHEREAS, The German American Chamber of Commerce of the Midwest is comprised of fourteen midwestern states including: Colorado, Illinois, Indiana,

Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Ohio and Wisconsin; and

WHEREAS, In 2000, the German American Chamber of Commerce of the Midwest established the Young Executives' Committee for young professionals who are interested in German American business relations; and

WHEREAS, The Young Executives' Committee was founded at the Christkindlmarket; and

WHEREAS, The Young Executives' Committee has a membership of ninety young professionals ranging in age up to forty; and

WHEREAS, The Young Executives' Committee meets regularly for networking events, workshops and business presentations; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this eleventh day of January, 2006, do hereby congratulate the German American Chamber of Commerce of the Midwest on five years of the Young Executives' Committee and wish them many more years of success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Young Executives' Committee.

*CONGRATULATIONS EXTENDED TO MS. ELIZABETH HURLEY ON
BEING NAMED MANAGING DIRECTOR OF DEVELOPMENT
FOR UNITED STATES OLYMPIC COMMITTEE.*

WHEREAS, Elizabeth Hurley is a graduate of Rhodes College in Memphis, Tennessee; and

WHEREAS, Elizabeth Hurley obtained a Master of Arts in English Literature from the University of North Carolina at Chapel Hill in 1986; and

WHEREAS, Elizabeth Hurley was the Women's Board coordinator for the Field Museum from 1987 to 1989; and

WHEREAS, From 1989 to 1990, Elizabeth Hurley worked as the assistant director of development for volunteer programs at the Chicago Historical Society; and

WHEREAS, Elizabeth Hurley began her career at the Chicago Symphony Orchestra Association in 1990; and

WHEREAS, Since joining the Chicago Symphony Orchestra Association, Elizabeth Hurley has displayed her skills in many capacities and has contributed a wealth of knowledge; and

WHEREAS, Elizabeth Hurley began as the director of volunteer programs, the first to hold this position, where she managed the activities of the Chicago Symphony Orchestra Association's volunteer groups: the Women's Association, the Governing Members and the Business and Professional Association; and

WHEREAS, In 1993, Elizabeth Hurley became the director of major gifts at the Chicago Symphony Orchestra Association; in this position Ms. Hurley planned and managed The Campaign for a Symphony Center, a five-year One Hundred Thirteen Million Dollar capital fund-raising effort to support the renovation and expansion of Orchestra Hall into Symphony Center; and

WHEREAS, In 1998, Elizabeth Hurley was promoted to director of development and advanced to vice president for development in 2000; and

WHEREAS, Elizabeth Hurley manages a staff of twenty-five people including directors of annual giving, planned giving, corporate relations, foundation and government relations, volunteer programs, donor services and development operations; and

WHEREAS, Elizabeth Hurley generated increases of five percent per year in 2001 and 2002; annual operating support was flat in 2003 and 2004 at \$17 Million; generated increase of four percent in 2005; and

WHEREAS, Elizabeth Hurley was chairman of the American Symphony Orchestra League's Group 1 Development Directors from 2000 to 2002; and

WHEREAS, Elizabeth Hurley was chairman of the Finance Committee for Carolyn Quinn's 2004 campaign for district court judge in Cook County, Illinois; and

WHEREAS, Elizabeth Hurley is the president of the Junior League of Chicago; and

WHEREAS, Elizabeth Hurley is preparing to complete her fifteen year tenure at the Chicago Symphony Orchestra Association to assume the role of managing director of development for the United States Olympic Committee; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this eleventh day of January, 2006, do hereby congratulate Elizabeth Hurley on such a productive and successful career and wish her well in the new position of managing director for development for the United States Olympic Committee; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Elizabeth Hurley.

Presented By

ALDERMAN DALEY (43rd Ward):

**GRATITUDE EXTENDED TO SISTER CATHERINE MARY NORRIS
FOR SOCIAL AND CHARITABLE WORK.**

WHEREAS, Catherine Mary Norris, Sister Katie as she is known to all, was born in Chicago and is the second oldest in a faithful family of eight children; and

WHEREAS, Sister Katie was born into a family that was familiar with service to the public, with two grandfathers who served on Chicago's City Council and went on to serve the City of Chicago in other capacities; and

WHEREAS, It has been said of Sister Katie that she was unique in her giving spirit even as a young child, and was thought of as "someone to turn to" among the other children in her family and also by others in her neighborhood of Beverly -- a very surprising quality for a young child; and

WHEREAS, When it was time for Sister Katie to further her education, she left Chicago and attended the Mothers of Charity Novitiate and Wayne State University, and received her Master's in Social Work from Fordham University; and

WHEREAS, In 1985, Sister Katie continued her life of giving by returning to Chicago and became a social worker for the Saint Vincent de Paul Center, where she continued to give to those who needed help the most, including the children of the working poor and their families, seniors and the homeless; and

WHEREAS, Sister Katie also was responsible for overseeing the planning and construction of the new Saint Vincent de Paul facility so that those in need would be better served, and at the same time continues to work tirelessly to grow the number of Saint Vincent's donors, patrons, volunteers and friends; and

WHEREAS, In Sister Katie's life there has never been a request for help that has gone unanswered. Sister Katie has continued her tradition from childhood of being that "someone to turn to"; and

WHEREAS, Sister Katie continued her good works and has instilled the mission and values of the Daughters of Charity into everyday life at the Saint Vincent de Paul Center and Marillac and became the director and chief executive officer of both in 2005; and

WHEREAS, In 2005, Sister Katie was also recognized for her good work by the Concern organization. They awarded her their Bridgid Award. Concern was founded in Ireland to serve those who were afflicted by the potato famine. With their Brigid Award, Concern now recognizes individuals who show extraordinary care and effort in helping those in poverty with food, job assistance and child care; and

WHEREAS, This year Sister Katie also received the Cardinal Bernadine Mundelein Seminary, "For Those Who Serve" Award for her "life of service to the church" and her "tireless promotion of the Catholic faith"; and

WHEREAS, It is with heavy hearts that we acknowledge that Sister Katie has been chosen to continue her good works in Evansville, Indiana and we are sad that we will no longer have this wonderful champion by our sides; and

WHEREAS, It can be said that Sister Katie has truly, selflessly made a life of helping people in Chicago through the 'rough times', and because of this, we honor her and her tireless works by naming Saturday, February 25, 2006, "Sister Katie Day" in the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby thank Sister Katie Norris for her unending compassion and help for the needy citizens of Chicago, and wish her the very best in her future good works; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sister Catherine Mary Norris.

Presented By

ALDERMAN LEVAR (45th Ward):

TRIBUTE TO LATE MR. RONALD J. SCHULTZ.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Ronald J. Schultz, outstanding public servant, citizen and friend, December 3, 2005, at the age of fifty-eight years; and

WHEREAS, Born August 19, 1947, Ronald J. Schultz served his grateful country ably and honorably in the United States Navy during the Vietnam War and came home to join the Chicago Police Department, where he was an outstanding, diligent officer for thirty-two years, earning many honorable mentions; and

WHEREAS, A devoted family man, Ronald J. Schultz leaves to celebrate his life his wife of twenty-five years, Irene -- also an honored member of the Chicago Police Department; a son, Sean; other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of January, 2006, do hereby express our sorrow on the death of former Chicago Police Officer Ronald J. Schultz and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Ronald J. Schultz and family.

Presented By

ALDERMAN SHILLER (46th Ward):

TRIBUTE TO LATE MRS. JUDITH C. BLITZ.

WHEREAS, Mrs. Judith C. Blitz, a valued member of the Uptown and Lakeview communities of Chicago, passed away on December 7, 2005; and

WHEREAS, Judy was a lifetime Chicago resident, born in Chicago's Logan Square neighborhood; and

WHEREAS, She and her husband, Alfred "Al" Blitz, met while attending the School of the Art Institute here in Chicago and maintained a shared commitment to their family, their business and to each other for forty-two years proceeding Judy's passing; and

WHEREAS, Judy and her husband Al owned and operated Photofont on Halsted Street in the Lakeview neighborhood for thirty-one years; and

WHEREAS, She was a valued member of the North-Halsted Street Merchants Association, where she assisted with fund-raising efforts and the establishment of

Special Service Area Number 19, which helped make improvements to the Lakeview business district and surrounding neighborhood; and

WHEREAS, Judy had a love of cooking that extended into developing her now "famous" recipes for chicken pot pie, éclairs and a variety of homemade soups all of which became a fixture on the menu of Jack's Wine Bar on Southport for several years; and

WHEREAS, Judy Blitz is survived by her loving husband, Al; her brother, Richard Hersh (Arline); beloved daughters, Jennifer (William) and Kylee (Tom); her adored grandchildren, Rachel and Allison; as well as a host of friends and family members who loved her dearly; and

WHEREAS, She will be remembered for her many contributions to the Lakeview community, her devotion to her friends and family and for her kindness and generosity of spirit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby pay tribute to Judith C. Blitz, a treasured resident of this great city, and we extend our best wishes and condolences to her family during this time; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to the family of Mrs. Judith C. Blitz.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MR. JOHN "JACK" BARRETT.

WHEREAS, Almighty God in His infinite wisdom has called to his eternal reward John "Jack" Barrett, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schulter; and

WHEREAS, He was the loving husband to the late Gizella "Giz"; father to John, James, Lawrence, Margaret Poelsterl and the late Michael; adoring grandfather of

Sheila, Katie, John, Kristine and Matthew; dear brother of the late Lawrence, Helen Tunney, Martin, Ann Siegel and Margaret Moriarty; and fond uncle of many; and

WHEREAS, He was an active community member in the 47th Ward and contributed greatly to the Neighborhood Boys & Girls Club; and

WHEREAS, To his family and friends, Mr. Barrett 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 eleventh day of January, 2006 A.D., do hereby express our sorrow on the death of John Barrett, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John Barrett.

TRIBUTE TO LATE MR. C. KEN O'DONNELL.

WHEREAS, Almighty God in His infinite wisdom has called to his eternal reward C. Ken O'Donnell, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schulner; and

WHEREAS, He was the loving husband to the late Harriet; adoring father to Mark and Ann Kutschke; dear grandfather to Joshua Calderon, Sr.; great-grandfather to Joshua, Jr. and Cynthia; fond brother of the late Norman O'Donnell, Bea Klinkenburg and Genevieve Schuhrke; and

WHEREAS, He was a United States Army veteran of the Korean War and a Purple Heart and Bronze Star recipient; and

WHEREAS, He served the City of Chicago as a lieutenant fireman and retired after thirty-three years; and

WHEREAS, He was a husband, father, grandfather, brother, son and lover of life; and

WHEREAS, To his family and friends, Mr. O'Donnell 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 eleventh day of January, 2006 A.D., do hereby express our sorrow on the death of C. Ken O'Donnell and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of C. Ken O'Donnell.

*TRIBUTE TO LATE MRS. BARBARA "BUBBA"
RODENSCHMIT-SCHILLING.*

WHEREAS, Almighty God in His infinite wisdom has called to his eternal reward Barbara "Bubba" Rodenschmit-Schilling, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, The daughter of Charles and Edna Bromann, she was the loving mother to Michael Vernon Schilling, Ronald Scott Schilling, Daniel Jay (Nancy) Schilling, and Wendy Gay (Daniel) Smith; adoring grandmother to David, Ron, Jr., Allaina, Sarah, Nicole and Heather and one great-grandson Ethan; dear sister to Mary, Dorothy, Carol and Alice; friend to her ex-husband Phil Rodenschmit; and to her furry friend Tipper Tail; and preceded by death by her parents and first husband Vernon J. Schilling; and

WHEREAS, She was a wife, mother, grandmother, great-grandmother, sister and lover of life; and

WHEREAS, To her family and friends, Bubba will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby express our sorrow on the death of Barbara Rodenschmit-Schilling and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Barbara Rodenschmit-Schilling.

*CONGRATULATIONS EXTENDED TO MR. ERICH
HIMMEL ON SEVENTIETH BIRTHDAY.*

WHEREAS, Erich Himmel, president of the United German-American Societies of Greater Chicago, will be celebrating his seventieth birthday; and

WHEREAS, The United German-American Societies of Greater Chicago, celebrates the great benefits of German culture by hosting the annual German Day Festival and the Von Steuben Day Parade in the 47th Ward of Chicago, where family and friends enjoy German entertainment, food, traditional cultural programs and a parade; and

WHEREAS, Erich, his wife, Inge, and his daughters, Carol Himmel and Diana Himmel-Krewer, have been active in sponsoring events that honor the German-American culture and the outstanding contributions of our German-American citizens; and

WHEREAS, The Himmel family contributes their time generously to the 47th Ward community and activities, including many German cultural events such as the Von Steuben Day Parade, the German-American Day Celebration at Saint Benedict's Church and the German Day Festival in Lincoln Square; and

WHEREAS, Erich is a dedicated member of the 47th Ward community and has given much to his family and to the City of Chicago; and

WHEREAS, There will be a celebration in honor of his seventieth birthday on January 3, 2006 at the Brauhaus restaurant in the 47th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of January, 2006 A.D., do hereby extend our gratitude to Erich Himmel and wish him a very happy seventieth birthday celebration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Erich Himmel.

MATTERS PRESENTED BY THE ALDERMEN.

**(Presented By Wards, In Order, Beginning
With The First Ward)**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
OCASIO (26 th Ward)	North Spaulding Avenue, at 1801 -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
BURNETT (27 th Ward)	West Hubbard Street, at 1420 -- at all times -- daily;

Alderman	Location, Distance And Time
	West North Avenue, at 315 -- 317 -- 11:00 A.M. to 12:00 Midnight -- daily;
<i>MATLAK</i> (32 nd Ward)	North Clybourn Avenue, at 1825 -- 9:00 A.M. to 6:00 P.M. -- daily;
<i>COLÓN</i> (35 th Ward)	North Kedzie Avenue, 2957 -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;
<i>NATARUS</i> (42 nd Ward)	East Illinois Street, at 401 (in place of existing Taxicab Stand Number 585) 7:00 A.M. to 9:00 P.M. -- Monday through Sunday;
	East Ontario Street, at 55 -- at all times -- daily;
<i>DALEY</i> (43 rd Ward)	North Lincoln Avenue, at 2507, for one parking space -- tow-away zone -- 11:00 A.M. to 2:00 A.M. -- daily (valet);
<i>TUNNEY</i> (44 th Ward)	West Briar Place, at 613, for a distance of 15 feet -- 15 minute limit -- 8:00 A.M. to 9:00 P.M. -- daily;
	North Broadway, at 3001, for a distance of 15 feet -- 15 minute limit -- 10:00 A.M. to 8:00 P.M. -- daily;
<i>MOORE</i> (49 th Ward)	West Howard Street, at 1923 -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 917 WEST IRVING PARK ROAD.

Alderman Shiller (46th 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 Irving Park Road, for a distance of 25 feet" and inserting in lieu thereof: "West Irving Park Road, for a distance of 50 feet", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
FIFTEEN MINUTE LOADING ZONE ON PORTION OF
NORTH MC CLURG COURT.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established a fifteen minute loading zone on the east side of North McClurg Court, south from East Illinois Street by extending said loading zone further to the Ogden Slip, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF WEST CONCORD PLACE.

Alderman Daley (43rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a single direction on portion of West Concord Place, from North Orchard Street to North Burling Street, 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 at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>FLORES</i> (1 st Ward)	North Honore Street, at 937 (Handi- capped Parking Permit 46714);
<i>TILLMAN</i> (3 rd Ward)	South Shields Avenue, at 5417 (Handi- capped Parking Permit 45369);
<i>PRECKWINKLE</i> (4 th Ward)	South Calumet Avenue, at 2635 (Handi- capped Parking Permit 38293); South Dorchester Avenue, at 5001 (Handicapped Parking Permit 45308); South St. Lawrence Avenue, at 4817 (Handicapped Parking Permit 43693);
<i>HAIRSTON</i> (5 th Ward)	East 68 th Street, at 2317 (Handicapped Parking Permit 44419); East 71 st Place, at 1419 (Handicapped Parking Permit 44432);
<i>LYLE</i> (6 th Ward)	South Calumet Avenue, at 9340 (Handi- capped Parking Permit 47663); South Michigan Avenue, at 8423 (Handi- capped Parking Permit 44383);

1/11/2006

NEW BUSINESS PRESENTED BY ALDERMEN

68561

Alderman

Location And Distance

South Michigan Avenue, at 9143 (Handi-
capped Parking Permit 48288);

East 89th Street, at 370 (Handicapped
Parking Permit 48276);

East 92nd Street, at 57 (Handicapped
Parking Permit 45128);

STROGER (8th Ward)

South Clyde Avenue, at 8217 (Handi-
capped Parking Permit 47137);

South Cregier Avenue, at 8748 (Handi-
capped Parking Permit 47778);

South Dante Avenue, at 8439 (Handi-
capped Parking Permit 47129);

South Dobson Avenue, at 9851 (Handi-
capped Parking Permit 47134);

South Ingleside Avenue, at 8623 (Handi-
capped Parking Permit 42340);

South Kenwood Avenue, at 8111 (Handi-
capped Parking Permit 43494);

South Maryland Avenue, at 9845 (Handi-
capped Parking Permit 47130);

South Merrill Avenue, at 7632 (Handi-
capped Parking Permit 47136);

South Ridgeland Avenue, at 7930
(Handicapped Parking Permit 45195);

South Ridgeland Avenue, at 8935
(Handicapped Parking Permit 47138);

East 83rd Place, at 1745 (Handicapped
Parking Permit 43515);

Alderman	Location And Distance
<i>BEALE</i> (9 th Ward)	South Prairie Avenue, at 10722 (Handicapped Parking Permit 44130);
	South St. Lawrence Avenue, at 9330 (Handicapped Parking Permit 46665);
	South St. Lawrence Avenue, at 9359 (Handicapped Parking Permit 48277);
<i>BALCER</i> (11 th Ward)	South Normal Avenue, at 3250 (Handicapped Parking Permit 46647);
	West 32 nd Street, at 510 (Handicapped Parking Permit 46648);
<i>CÁRDENAS</i> (12 th Ward)	South Washtenaw Avenue, at 4530 (Handicapped Parking Permit 46624);
<i>BURKE</i> (14 th Ward)	West Pope John Paul II Drive, at 2832 -- 2834;
	South St. Louis Avenue, at 4631 (Handicapped Parking Permit 44942);
<i>T. THOMAS</i> (15 th Ward)	South Albany Avenue, at 6110 (Handicapped Parking Permit 47364);
	South Campbell Avenue, at 6915 (Handicapped Parking Permit 41352);
	South Honore Street, at 6628 (Handicapped Parking Permit 47362);
	South Maplewood Avenue, at 6831 (handicapped permit parking);
	South Marshfield Avenue, at 6530 (Handicapped Parking Permit 48313);

1/11/2006

NEW BUSINESS PRESENTED BY ALDERMEN

68563

Alderman

Location And Distance

South Oakley Avenue, at 6516 (Handi-
capped Parking Permit 47367);

South Oakley Avenue, at 6539 (Handi-
capped Parking Permit 45768);

South Richmond Street, at 6559 (Handi-
capped Parking Permit 45772);

South Sacramento Avenue, at 6422
(Handicapped Parking Permit 48313);

South Seeley Avenue, at 6334 (Handi-
capped Parking Permit 47352);

South Wood Street, at 6118 (Handi-
capped Parking Permit 47358);

West 62nd Place, at 3229 (Handicapped
Parking Permit 47347);

West 65th Street, at 3229 (Handicapped
Parking Permit 45255);

COLEMAN (16th Ward)

South Wood Street, at 5225 (Handi-
capped Parking Permit 36722);

West 54th Place, at 2216 (Handicapped
Parking Permit 44532);

West 54th Street, at 2141 (Handicapped
Parking Permit 48917);

MURPHY (18th Ward)

South Kostner Avenue, at 8641 (Handi-
capped Parking Permit 45714);

South Troy Street, at 7739 (Handi-
capped Parking Permit 48526);

Alderman	Location And Distance
<i>TROUTMAN</i> (20 th Ward)	South Wolcott Avenue, at 4608 (Handi-capped Parking Permit 47197); South Yale Avenue, at 6525 (Handi-capped Parking Permit 39973);
<i>BROOKINS</i> (21 st Ward)	South Marshfield Avenue, at 8923 (Handicapped Parking Permit 45024); South Peoria Street, at 8347 (Handi-capped Parking Permit 45018); South Throop Street, at 8154 (Handi-capped Parking Permit 36240); South Union Avenue, at 9133 (Handi-capped Parking Permit 47256); South Union Avenue, at 9507 (Handi-capped Parking Permit 45023);
<i>ZALEWSKI</i> (23 rd Ward)	South Merrimac Avenue, at 6005 (Handi-capped Parking Permit 47520);
<i>CHANDLER</i> (24 th Ward)	South Millard Avenue, at 1545 (Handi-capped Parking Permit 41932);
<i>BURNETT</i> (27 th Ward)	North St. Louis Avenue, at 937 (Handi-capped Parking Permit 45960);
<i>E. SMITH</i> (28 th Ward)	West Adams Street, at 2919 (Handi-capped Parking Permit 48027); North Leamington Avenue, at 709 (Handicapped Parking Permit 47012);

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NEW BUSINESS PRESENTED BY ALDERMEN

68565

Alderman

Location And Distance

North Lockwood Avenue, at 527 (Handi-
capped Parking Permit 48026);

CAROTHERS (29th Ward)

North Meade Avenue, at 2437 (Handi-
capped Parking Permit 47957);

North Monitor Avenue, at 2139 (Handi-
capped Parking Permit 47670);

North Parkside Avenue, at 2155 (Handi-
capped Parking Permit 35968);

REBOYRAS (30th Ward)

West Drummond Place, at 5455 (Handi-
capped Parking Permit 38922);

West Eddy Street, at 3942 (Handicapped
Parking Permit 46546);

North Hamlin Avenue, at 3423 (Handi-
capped Parking Permit 47554);

North Karlov Avenue, at 1843 (Handi-
capped Parking Permit 46537);

North Luna Avenue, at 2455 (Handi-
capped Parking Permit 47553);

North Tripp Avenue, at 2145 (Handi-
capped Parking Permit 47547);

SUAREZ (31st Ward)

North Keeler Avenue, at 2224 (Handi-
capped Parking Permit 46556);

North Lowell Avenue, at 3010 (Handi-
capped Parking Permit 48285);

West Oakdale Avenue, at 5231 (Handi-
capped Parking Permit 48575);

Alderman	Location And Distance
<i>MATLAK</i> (32 nd Ward)	West Lyndale Street, at 2340 (handi-capped permit parking);
<i>MELL</i> (33 rd Ward)	West Leland Avenue, at 3608 (Handi-capped Parking Permit 39913);
<i>AUSTIN</i> (34 th Ward)	West 104 th Place, at 41 (Handicapped Parking Permit 47940);
<i>BANKS</i> (36 th Ward)	North Plainfield Avenue, at 3942 (Handi-capped Parking Permit 45796); North Pontiac Avenue, at 3221 (Handi-capped Parking Permit 47959); West Wrightwood Avenue, at 7135 (Handicapped Parking Permit 45788);
<i>MITTS</i> (37 th Ward)	West Kamerling Avenue, at 5447 (Handi-capped Parking Permit 48120); North Long Avenue, at 734 (Handicapped Parking Permit 47675); North Lorel Avenue, at 1715 (Handi-capped Parking Permit 42788); North Luna Avenue, at 1746 (Handi-capped Parking Permit 46414); West Walton Street, at 4851 (Handi-capped Parking Permit 47242); West Walton Street, at 5450 (Handi-capped Parking Permit 42995);

1/11/2006

NEW BUSINESS PRESENTED BY ALDERMEN

68567

Alderman	Location And Distance
<i>ALLEN</i> (38 th Ward)	West Henderson Street, at 5744 (Handi- capped Parking Permit 46205); North Kilpatrick Avenue, at 3823 (Handi- capped Parking Permit 46204); North Lotus Avenue, at 3618 (Handi- capped Parking Permit 46194); North Melvina Avenue, at 4136 (Handi- capped Parking Permit 47404); North St. Louis Avenue, at 4839 (Handi- capped Parking Permit 46752); West Warwick Avenue, at 5227 (Handi- capped Parking Permit 46206);
<i>O'CONNOR</i> (40 th Ward)	North Maplewood Avenue, at 5834 (Handicapped Parking Permit 46149);
<i>DOHERTY</i> (41 st Ward)	West Chase Avenue, at 7516 (Handi- capped Parking Permit 47795);
<i>TUNNEY</i> (44 th Ward)	West Cornelia Avenue, at 925 (Handi- capped Parking Permit 39761);
<i>LEVAR</i> (45 th Ward)	West Byron Street, at 4922 (Handi- capped Parking Permit 46800); West Eastwood Avenue, at 5914 (Handi- capped Parking Permit 46795);
<i>SCHULTER</i> (47 th Ward)	North Bell Avenue, at 3942 (Handi- capped Parking Permit 48424);

Alderman	Location And Distance
	North Seeley Avenue, at 3832 (Handi- capped Parking Permit 43213);
	North Winchester Avenue, at 4937 (Handicapped Parking Permit 44676);
<i>M. SMITH</i> (48 th Ward)	North Kenmore Avenue, at 6230 (Handi- capped Parking Permit 25571);
<i>MOORE</i> (49 th Ward)	West Farwell Avenue, at 1909 (Handi- capped Parking Permit 45984);
<i>STONE</i> (50 th Ward)	North Hoyne Avenue, at 7443 (Handi- capped Parking Permit 45982).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4827 WEST ALTGELD STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Altgeld Street, at 4827 (Handicapped Parking Permit 21817)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6451 NORTH ARTESIAN AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "North Artesian Avenue, at 6451 (Handicapped Parking Permit 21074)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4937 WEST BLOOMINGDALE AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Bloomingdale Avenue, at 4937 (Handicapped Parking Permit 10195)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8126 SOUTH BRANDON AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Brandon Avenue, at 8126 (Handicapped Parking Permit 12058)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6142 NORTH CALIFORNIA AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously

passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North California Avenue, at 6142 (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
3749 SOUTH EMERALD AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Emerald Avenue, at 3749 (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
6141 NORTH FAIRFIELD AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Fairfield Avenue, at 6141 (Handicapped Parking Permit 16094)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1730 NORTH FRANCISCO AVENUE.

Alderman Colón (35th 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 Francisco Avenue, at 1730

(Handicapped Parking Permit 36490)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7301 WEST HOWARD STREET.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Howard Street, at 7301 (Handicapped Parking Permit 20117)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1541 NORTH KEDVALE AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kedvale Avenue, at 1541 (Handicapped Parking Permit 18617)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3348 NORTH LAWDALE AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "North Lawndale Avenue, at 3348 (Handicapped Parking Permit 17823)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4741 SOUTH LEAMINGTON AVENUE.

Alderman Zalewski (23rd 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 Leamington Avenue, at 4741 (Handicapped Parking Permit 40112)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
47 NORTH LONG AVENUE.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Long Avenue, at 47 (Handicapped Parking Permit 8759)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3745 SOUTH LOWE AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "South Lowe Avenue, at 3745 (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
5351 SOUTH MAPLEWOOD AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Maplewood Avenue, at 5351 (Handicapped Parking Permit 16377)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3211 SOUTH MAY 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 May Street, at 3211 (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
5650 NORTH MELVINA AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Melvina Avenue, at 5650 (Handicapped Parking Permit 13036)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1411 NORTH MENARD AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Menard Avenue, at 1411 (Handicapped Parking Permit 17548)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3945 WEST MONROE STREET.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Monroe Street, at 3945 (Handicapped Parking Permit 41597)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4743 WEST MONROE STREET.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Monroe Street, at 4743 (Handicapped Parking Permit 10173)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5922 NORTH NAVARRE AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Navarre Avenue, at 5922 (Handicapped Parking Permit 9752)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2308 NORTH NORMANDY AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Normandy Avenue, at 2308 (Handicapped Parking Permit 30342)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1851 NORTH OAKDALE 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: "North Oakdale Avenue, at 1851 (Handicapped Parking Permit 9601)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4940 WEST PALMER STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Palmer Street, at 4940 (Handicapped Parking Permit 32112)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7930 SOUTH RIDGELAND AVENUE.

Alderman Stroger (8th 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 Ridgeland Avenue, at 7930 (Handicapped Parking Permit 42551)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2518 NORTH RIDGEWAY AVENUE.

Alderman Colón (35th 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 Ridgeway Avenue, at 2518 (Handicapped Parking Permit 29772)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5120 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 5120 (Handicapped Parking Permit 44529)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4855 WEST SCHUBERT AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Schubert Avenue, at 4855 (Handicapped Parking Permit 14959)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2232 NORTH SEMINARY 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: "North Seminary Avenue, at 2232 (Handicapped Parking Permit 40322)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2634 WEST THOMAS STREET.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Thomas Street, at 2634 (Handicapped Parking Permit 31859)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6513 NORTH TROY STREET.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Troy Street, at 6513 (Handicapped Parking Permit 29165)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8453 SOUTH WOLCOTT AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wolcott Avenue, at 8453 (Handicapped Parking Permit 30666)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2603 WEST 24TH PLACE.

Alderman Cárdenas (12th 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 24th Place, at 2603 (Handicapped Parking Permit 38199)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
822 WEST 34TH PLACE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 34th Place, at 822 (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
3239 WEST 56TH STREET.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 56th Street, at 3239 (Handicapped Parking Permit 8600)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3854 WEST 61ST PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 61st Place, at 3854 (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
3712 WEST 62ND PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 62nd Place, at 3712 (Handicapped Parking Permit 16856)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5440 WEST 64TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 64th Street, at 5440 (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
1516 EAST 74TH PLACE.

Alderman Hairston (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 74th Place, at 1516 (Handicapped Parking Permit 13911)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2564 WEST 80TH STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 80th Street, at 2564 (Handicapped Parking Permit 36432)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1317 WEST 90TH STREET.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 90th Street, at 1317 (Handicapped Parking Permit 39471)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1044 WEST 112TH STREET.

Alderman Austin (34th 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 112th Street, at 1044 (Handicapped Parking Permit 44199)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING PROHIBITION AT
ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to remove the parking prohibition in effect at all times on portions of designated streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
MUÑOZ (22 nd Ward)	South Trumbull Avenue, at 2639 (Handicapped Parking Permit 31526);
LAURINO (39 th Ward)	North Keeler Avenue, at 4845 (Handicapped Parking Permit 32741).

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>SOLIS</i> (25 th Ward)	West Cermak Road, at 2112, for one parking space; South Hoyne Avenue, at 2150, for one parking space -- 15 minute limit with hazard lights activated -- 6:00 A.M. to 12:00 P.M. -- Monday through Saturday;
<i>BANKS</i> (36 th Ward)	West North Avenue, at 6924, for two diagonal parking spaces -- 15 minute limit with hazard lights activated -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday.

Referred -- REMOVAL OF PARKING LIMITATION
ON PORTION OF SOUTH LONGWOOD DRIVE.

Alderman Rugai (19th Ward) presented a proposed ordinance for the removal of a one hour parking limitation at 11101 -- 11137 South Longwood Drive, in effect at all times, daily, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESERVED PARKING FOR
CONSULATE VEHICLES AT 205 NORTH MICHIGAN AVENUE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish reserved

parking for consulate vehicles only at 205 North Michigan Avenue, to be in effect from 7:00 A.M. to 8:00 P.M., daily (tow-away zone) (public benefit), which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>HAITHCOCK</i> (2 nd Ward)	South Green Street (both sides) in the 400 block -- 8:00 A.M. to 8:00 P.M. -- daily;
<i>CÁRDENAS</i> (12 th Ward)	West 48 th Street (both sides) from South Western Avenue to South Oakley Avenue and on West 49 th Street (north side) from South Western Avenue to South Oakley Avenue -- at all times -- daily;
<i>BURKE</i> (14 th Ward)	West 46 th Street, from South Avers Avenue to South Springfield Avenue (Zone 34) as it exists on West 46 th Street in the 3900 block.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON
PORTIONS OF WEST JARLATH STREET
AND NORTH ALBANY AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend an ordinance passed June 6, 2001 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 60193) which established residential permit parking zones on portions of specified public ways by striking the words: "West Jarlath Street (both sides) in the 3000 and 3100 blocks and North Albany Avenue (both sides) in the 7200 block -- 8:00 A.M. to 8:00 P.M. (Zone 849)" and inserting in lieu thereof: "West Jarlath Street (west side only) in the 3000 and 3100 blocks and North Albany Avenue (west side only) from West Touhy Avenue to alley north thereof -- 8:00 A.M. to 8:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH CLEVELAND AVENUE.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established Residential Permit Parking Zones on portions of specified public ways by striking the words: "North Cleveland Avenue (west side only) in the 1600 block -- 6:00 P.M. to 6:00 A.M. -- everyday" and inserting in lieu thereof: "North Cleveland Avenue (west side only) in the 1600 block -- 6:00 P.M. to 9:30 A.M. -- everyday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF WEST WELLINGTON AVENUE.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West Wellington Avenue (south side

only), in the 2100 block -- at all times -- Sunday through Saturday (Zone 1231)", which was *Referred to the Committee on Traffic Control and Safety*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the extension of residential permit parking 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 And Distance
<i>COLÓN</i> (35 th Ward)	North Christiana Avenue (both sides) in the 2800 block and West George Street (both sides) in the 3300 block (Zone 1224);
<i>BANKS</i> (36 th Ward)	West School Street (both sides) in the 7100 block from North Neva Avenue to the alley (Zone 1209).

Referred -- ESTABLISHMENT OF TOW-AWAY ZONE ON PORTION OF NORTH TRIPP AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to establish a tow-away zone on the east side of North Tripp Avenue, from West Barry Avenue to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety*

Referred -- ESTABLISHMENT OF STANDING ZONES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish standing zones, with tow-away zones in effect after expiration of the limits indicated, and require that vehicles have hazard lights activated while at the locations designated for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FLORES</i> (1 st Ward)	North Ashland Avenue, at 1518, for one parking space -- 30 minutes -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday;
	West Chicago Avenue, at 1733, for one parking space -- 30 minutes -- 9:00 A.M. to 8:00 P.M. -- daily;
	West Diversey Parkway, at 2425, for one parking space -- 15 minutes -- 9:00 A.M. to 9:00 P.M. -- daily;
	West Diversey Parkway, at 2425, for two parking spaces -- 15 minutes -- 9:00 A.M. to 9:00 P.M. -- daily;
<i>HAITHCOCK</i> (2 nd Ward)	South Michigan Avenue, at 1234, for a distance of 50 feet -- 15 minutes -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
	South Morgan Street, at 111, for a distance of 50 feet -- 15 minutes -- at all times -- daily;
	West Roosevelt Road, at 616 -- 618, for a distance of 50 feet -- 30 minutes -- 9:00 A.M. to 7:00 P.M. -- daily.

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC
TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>HAIRSTON</i> (5 th Ward)	South Chappel Avenue, at East 68 th Street -- "Stop";
<i>STROGER</i> (8 th Ward)	East 83 rd Street, at South Crandon Street -- "Two-Way Stop";
<i>CÁRDENAS</i> (12 th Ward)	West Pershing Road, at South Washtenaw Avenue -- "Two-Way Stop";
<i>L. THOMAS</i> (17 th Ward)	South Honore Street, at 7149 -- "Parking Prohibited At All Times -- Handicapped"; South Peoria Street, at 7248 -- "Parking Prohibited At All Times -- Handicapped";
<i>MURPHY</i> (18 th Ward)	West 71 st Street, at South Christiana Avenue -- "Two-Way Stop";
<i>BROOKINS</i> (21 st Ward)	West 88 th Street, at South Eggleston Avenue -- "Stop";
<i>ZALEWSKI</i> (23 rd Ward)	West 54 th Street, at South Kenneth Avenue -- "All-Way Stop";

Alderman	Location, Distance And Time
CHANDLER (24 th Ward)	West Roosevelt Road, at South Troy Street -- "Stop";
COLÓN (35 th Ward)	West Roscoe Street and North Central Park Avenue -- "All-Way Stop";
MITTS (37 th Ward)	West Augusta Boulevard and South Lamont Avenue -- "Two-Way Stop";
SHILLER (46 th Ward)	North Racine Avenue and West Sunnyside Avenue -- "Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented eleven 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 an RT4 Residential Two-Flat, Townhouse and Multi-unit District in the area shown on Map Number 5-I bounded by:

a line 150 feet south of and parallel to West Wabansia Avenue; the public alley next east of and parallel to North Campbell Avenue; a line 175 feet south of and parallel to West Wabansia Avenue; and North Campbell Avenue.

BY ALDERMAN BEALE (9th Ward):

To classify as an M1-1 Limited Manufacturing/Business Park District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 24-E bounded by:

a line 59 feet north of and parallel to East 101st Street; South Forest Avenue; East 101st Street; and the alley next west of and parallel to South Forest Avenue.

To classify as an M1-1 Limited Manufacturing/Business Park District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 26-E bounded by:

East 103rd Street; a line 181 feet east of and parallel to South State Street; the alley next south of and parallel to East 103rd Street; and a line 129 feet east of and parallel to South State Street.

BY ALDERMAN SOLIS (25th Ward):

To classify as a C2-5 Motor Vehicle-Related Commercial District instead of a C3-6 Commercial-Manufacturing District the area shown on Map Number 6-F bounded by:

the public alley next northwest of West 23rd Place; the public alley next north of and parallel to West 23rd Place; South Canal Street; West 23rd Place; and the public alley next west of and parallel to South Canal Street.

BY ALDERMAN REBOYRAS (30th Ward):

To classify as a B1-1 Neighborhood Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 9-J bounded by:

West Addison Street; the alley next east of and parallel to North Pulaski Road; a line 117 feet south of and parallel to West Addison Street; and North Pulaski Road.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B1-1 Neighborhood Shopping District instead of a C2-1 Motor Vehicle-Related Commercial District the area shown on Map Number 7-L bounded by:

a line 120 feet north of and parallel to West Altgeld Street; North Cicero Avenue; West Altgeld Street; and the public alley next west of and parallel to North Cicero Avenue.

To classify as a B1-1 Neighborhood Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 7-L bounded by:

the alley next north of and parallel to West Fullerton Avenue; the alley next west of and parallel to West Cicero Avenue; West Fullerton Avenue; and North Lamon Avenue.

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 Numbers 7-F and 9-F bounded by:

West Roscoe Street; a line 495.46 feet east of and parallel to North Halsted Street; a line 133 feet south of and parallel to West Roscoe Street; a line 420.3 feet east of and parallel to North Halsted Street; West Buckingham Place; a line 495.3 feet east of and parallel to North Halsted Street; a line 133 feet south of and parallel to West Buckingham Place; a line 595.46 feet east of and parallel to North Halsted Street; West Roscoe Street; a line 795.46 feet east of and parallel to North Halsted Street; a line 133 feet south of and parallel to West Roscoe Street; a line 548.42 feet west of North Broadway (as measured along the north line of West Buckingham Place and perpendicular thereto); West Buckingham Place; the alley next west of and parallel to North Broadway; West Aldine Avenue; 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; a line 346 feet west of and parallel to North Broadway; the alley next south of and parallel to West Belmont Avenue; a line 296 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 639 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 North Orchard Street; the alley next south of and parallel to West Briar Place; a line 50 feet east of and parallel to North Orchard Street; West Briar Place; a line 37.5

feet east of and parallel to North Orchard Street; the alley next south of and parallel to West Belmont Avenue; a line 50 feet east of and parallel to North Orchard Street; West Belmont Avenue; a line 152 feet east of and parallel to North Halsted Street; the alley next south of and parallel to West Melrose Street; the alley next east of and parallel to North Halsted Street; West Melrose Street; a line 350 feet west of and parallel to North Broadway; a line 89.76 feet south of and parallel to West Aldine Avenue; a line 354.43 feet west of and parallel to North Broadway; West Aldine Avenue; a line 251 feet east of and parallel to North Halsted Street; the alley next south of and parallel to West Buckingham Place; a line 350.42 feet east of and parallel to North Halsted Street; West Buckingham Place; and the alley next east of and parallel to North Halsted Street.

BY ALDERMAN SHILLER (46th Ward):

To classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Multi-Unit District the area shown on Map Number 11-G bounded by:

a line 168.1 feet northwest of and parallel to West Belle Plaine Avenue; a line 228.45 feet northeast of and parallel to North Broadway; West Belle Plaine Avenue; and a line 168 feet northeast of and parallel to North Broadway.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B3-1.5 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 13-H bounded by:

a line 42 feet north of and parallel to West Lawrence Avenue; the alley next east of and parallel to North Hermitage Avenue; a line 55 feet north of and parallel to West Lawrence Avenue; North Paulina Avenue; a line 52.47 feet north of and parallel to West Lawrence Avenue; the public alley next east of and parallel to North Paulina Avenue; a line 142.42 feet north of and parallel to West Lawrence Avenue; North Ashland Avenue; a line 32 feet south of and parallel to West Lawrence Avenue; the alley next west of and parallel to North Ashland Avenue; a line 110 feet south of and parallel to West Lawrence Avenue; the alley next east of and parallel to North Hermitage Avenue; a line 45 feet south of and parallel to West Lawrence Avenue; North Hermitage Avenue; a line 63.96 feet south of and parallel to West Lawrence Avenue; and the alley next east of and parallel to North Ravenswood Avenue.

To classify as a B2-2 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 13-I bounded by:

the alley next west of and parallel to North Western Avenue; a line 141.6 feet south of and parallel to West Winnemac Avenue; North Western Avenue; and a line 167.6 feet south of and parallel to West Winnemac Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred sixty-seven proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
<i>FLORES</i> (1 st Ward)	Winnebago Station Condominium Association;
<i>HAITHCOCK</i> (2 nd Ward)	The Madison Condominium Association (2); Park 1500 Lofts Condominium Association; Platinum Tower Condominium Association (3);
<i>HAIRSTON</i> (5 th Ward)	The Blackstone Condominium Association; Kimbark of University Condominium Association;

Alderman

Claimant

Midway View Apartment Building Corporation;

Shoreline Condominium Association;

5463 -- 5465 Hyde Park Condominium Association;

5800 Blackstone Avenue Building Corporation;

BEAVERS (7th Ward) Coastland Apartments Inc.;

Rocky Ledge Apartments;

RUGAI (19th Ward) Ms. Mamie Daigle;

Vanderpoel Townhome Condominium;

10739 -- 10741 South Pulaski Condominium Association (4);

SOLIS (25th Ward) Columbus on the Park Condominium Association (2);

BURNETT (27th Ward) City Towne Lofts Condominium Association (3);

Erie-Green Condominium Association;

Hale Lofts Condominiums (2);

Heartbreak Lofts Condominium Association (3);

Morgan Town Loftominiums (3);

Alderman

Claimant

Parc Orleans Condominium
Association (2);

Union Park Lofts Condominium
Association (3);

Warehouse 312 Loftominium
Association (2);

REBOYRAS (30th Ward)

Logan Square Cooperative;

MATLAK (32nd Ward)

Altgeld Court Condominium (2);

Concord Sheffield Condominium
Association;

Cinema Lofts Condominium Association;

Gaertner Residences Condominium
Association;

Gallery Lofts Condominium
Association;

Greenview Passage Condominium
Association (2);

Lakeview Commons Townhomes (3);

Mr. Benjamin Lorch;

Park Lane Townhome Condominium
Association (2);

Regal Condominium Association (3);

Signature Lofts Condominium
Association (2);

Alderman	Claimant
<i>MELL</i> (33 rd Ward)	West Armitage Place Condominium Association (2); 1115 West Armitage Condominium Association (2); 3800 -- 3806 North Troy Condominium Association;
<i>BANKS</i> (36 th Ward)	Maryville Condominium Association; Pacific Terrace Condominium Association; 3143 North Nashville Condominium Association;
<i>LAURINO</i> (39 th Ward)	Keystone Courts Condominium Association Number 1; Keystone Tower Condominium;
<i>O'CONNOR</i> (40 th Ward)	La Fontana Condominium Association; Newgard Pearson Condominium Association; Northshore Condominium Association; Rosemont Hanover Condominium Association; Winchester Hood Garden Homes;
<i>DOHERTY</i> (41 st Ward)	The Avenue on Harlem Condominium Association (2);

Alderman

Claimant

Higgins Place Condominium Association;

Northwest Terrace Number 1
Condominium Association;

Orleans Condominium Association;

5113 North East River Road
Condominium Association;

8718 -- 8724 West Berwyn
Condominium Association;

NATARUS (42nd Ward)

Faulkner House Condominium
Association;

100 East Walton Condominium
Association;

161 Chicago Avenue East Condominium
Association;

253 East Delaware Condominium
Association;

900 -- 910 Lake Shore Drive
Condominium Association;

1510 North Dearborn Condominium
Association (2);

DALEY (43rd Ward)

Hampden Tower Condominium
Association;

Lincoln Park Tower Condominium
Association;

Lincoln Park West Condominium
Association;

Alderman

Claimant

TUNNEY (44th Ward)

345 Fullerton Parkway Condominium Association;

512 West Wrightwood Condominium Association;

2333 North Geneva Terrace Condominium Association;

2655 -- 2657 North Burling Condominium Association (2);

Byron Greystone Condominium Association;

Clifton Row Condominium Association;

Cornelia Lofts Condominium Association;

Darien Condominium Association;

Grace-Sheffield Condominium Association (2);

1316 -- 1318 Belmont Condominium Association;

3470 North Lake Shore Drive Condominium Association (2);

LEVAR (45th Ward)

Jefferson Park Place Condominium Association;

Kerry Courts Condominium;

Mango Condominium Association;

Ms. Carol Opland;

The Park Condominium Association;

Alderman

Claimant

	Winona Elston Condominium Association;
	5501 West Lawrence Condominium Association;
	5709 West Lawrence Avenue Condominium Association;
<i>SHILLER</i> (46 th Ward)	Marc Anthony Condominium Association;
	Montrose Manor Condominium Association;
	North Fremont Condominium Association;
	Park Harbor Condominium Association;
	Picadilly Condominium Association;
	4718 North Kenmore Condominium Association (3);
<i>SCHULTER</i> (47 th Ward)	Argyle Estates Condominium Association;
	Ravenswood Park Condominium Association;
	3839 North Western Avenue Condominium Association;
<i>M. SMITH</i> (48 th Ward)	Granville Wayne Condominium Association;
	The James on Sheridan Condominium Association;

Alderman

Claimant

MOORE (49th Ward)

5807 -- 5809 North Winthrop
Condominium Association;

Bell West Condominium Association (2);

Columbia Condominium Association;

Columbian Condominium Association;

Eastlake Terrace Condominium
Association (2);

The Elms in Rogers Park;

Emerson Point Townhomes
Association (3);

Lunt Court Condominium Association;

Ridge Pointe Condominiums (2);

Sheridan Shore Courts Condominium
Association;

Suites on the Lake Condominium
Association;

Vantage Pointe Condominium
Association;

1409 West Farwell Condominium
Association (3);

1441 Farwell Condominium
Association (2);

1634 -- 1636 West Greenleaf
Condominium Association;

2000 Estes Condominium
Association (3);

Alderman

Claimant

6822 -- 6828 North Greenview
Condominium Association;7120 North Sheridan Road
Condominiums (2);*STONE* (50th Ward)Artesian Courts Condominium
Association (3);

Ivy Court Condominiums (2);

Mozart Court Condominium
Association (3);6500 North Ridge Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN FLORES (1st Ward):

Referred -- EXEMPTION OF INNER CITY IMPACT FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Inner City Impact with inclusive exemption, under

its not-for-profit status, from all city fees related to the erection and maintenance of building at 2704 West North Avenue for a one year period not to exceed February 1, 2007, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO PSM FAMILY LIMITED PARTNERSHIP TO MAINTAIN AND USE STRUCTURAL METAL CANOPY ADJACENT TO 2630 WEST ARMITAGE AVENUE.

Also, a proposed ordinance to grant permission and authority to PSM Family Limited Partnership to maintain and use one structural metal canopy adjacent to 2630 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 2732 NORTH ARTESIAN AVENUE

Also, a proposed order authorizing the Director of Revenue to grant permission to Mr. Miguel Lemus to park his pickup truck and/or van at 2732 North Artesian Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 2815 NORTH WESTERN AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Western Chicago CVS, L.L.C. -- CVS Pharmacy Number 2809 to

construct, maintain and use two canopies to be attached or attached to the building or structure at 2815 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HAITHCOCK (2nd 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/or fuel storage facilities, which were *Referred to the Committee on Finance*, as follows:

The Gold Star Families Memorial Park/Chicago Police Memorial Foundation, 1325 -- 1551 South Museum Campus Drive -- for a one year period not to exceed December 31, 2006;

Pacific Garden Mission, 527 West 14th Place -- for a one year period not to exceed February 15, 2007; and

Warren Family Health Center, 2409 West Warren Boulevard -- for a one year period not to exceed February 15, 2007.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, eight proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Beacon Lofts Condominium Association -- to maintain and use ten balconies adjacent to 927 West Adams Street;

Development Resources Inc. -- to maintain and use a roof projection adjacent to 525 West Van Buren Street;

Development Resources Inc. -- to maintain and use a structural metal and glass canopy adjacent to 525 West Van Buren Street;

Frankmon L.L.C. -- to maintain and use two structural metal canopies adjacent to 71 South Wacker Drive;

Lakeside Lofts Development, L.L.C. -- to construct, install, maintain and use nine roof cornices adjacent to 2025 -- 2035 South Indiana Avenue;

Lakeside Lofts Development, L.L.C. -- to construct, install, maintain and use seventeen structural metal canopies adjacent to 2025 -- 2035 South Indiana Avenue;

Roosevelt Place, L.P. -- to construct, install, maintain and use six planter boxes adjacent to 1401 West Roosevelt Road; and

TR Harrison Holdings, L.L.C. -- to construct, install, maintain and use five tree grates adjacent to 601 South Wells Street.

Referred -- APPROVAL OF TOM TULLY'S SUBDIVISION AND
REDEDICATION OF PORTION OF PUBLIC ALLEY IN
AREA ADJOINING SOUTH PRAIRIE AVENUE,
SOUTH GILES AVENUE AND
EAST 33RD STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a proposed Tom Tully's Subdivision lying south of East 33rd Street and having frontages on the east line of South Prairie Avenue and the west line of South Giles Avenue and further, providing for the rededication of a north/south 18 foot public alley within the aforementioned area, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Printers Corner, Inc. -- 170 West Polk Street;

Superior Development Group -- 22 South Western Avenue; and

2200 West Madison, L.L.C. -- 2220 -- 2242 West Madison Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTY
AT 215 EAST CULLERTON STREET.

Also, a proposed order authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment, Fire, and the Zoning Administrator to issue all necessary permits, free of charge, to the landmark property at 215 East Cullerton Street for interior renovation of the building, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Rogers Auto Group -- for one canopy at 2720 South Michigan Avenue; and
330 South Michigan Condominiums -- for one canopy at 330 South Michigan Avenue.

Presented By

ALDERMAN TILLMAN (3rd 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 fuel storage facilities for a one year period not to exceed February 15, 2007, which were *Referred to the Committee on Finance*, as follows:

Grand Boulevard Family Health Center, 5401 South Wentworth Avenue;

Ideal Family Health Center, 2413 South State Street;

South State Family Health Center, 5050 South State Street; and

Taylor Family Health Center, 4501 South State Street.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF BOOKER FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the Booker Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 747 East 47th Street for a one

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NEW BUSINESS PRESENTED BY ALDERMEN

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year period not to exceed February 15, 2007, which was *Referred to the Committee on Finance.*

Referred -- STANDARDIZATION OF PORTION OF EAST 54TH
STREET AS "VIRGINIA VASKE WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of East 54th Street, from South Kenwood Avenue to South Ridgewood Court, as "Virginia Vaske Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- EXEMPTION OF AHADI EARLY LEARNING CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Ahadi Early Learning Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings at 2257 East 71st Street for a one year period beginning February 16, 2006 and ending February 15, 2007, which was *Referred to the Committee on Finance.*

Referred -- APPROVAL OF REVELATION POINTE SUBDIVISION
IN AREA ADJOINING SOUTH DORCHESTER AVENUE,
EAST 67TH STREET AND ILLINOIS
CENTRAL RAILROAD.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio

Examiner of Subdivisions, to approve a proposed Revelation Pointe Subdivision having frontages on the west line of South Dorchester Avenue and the south line of East 67th Street and lying east of the Illinois Central Railroad right-of-way, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LYLE (6th Ward):

Referred -- AUTHORIZATION FOR VACATION AND DEDICATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY EAST 95TH STREET, EAST 96TH STREET, SOUTH CALUMET AVENUE AND SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

A proposed ordinance authorizing the vacation of the east/west 16 foot public alley and the dedication of a portion of another public alley in the block bounded by East 95th Street, East 96th Street, South Calumet Avenue and South Dr. Martin Luther King, Jr. Drive, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN LYLE (6th Ward)
And OTHERS:**

Referred -- PEOPLES ENERGY URGED TO TESTIFY ON POLICY OF REPORTING CUSTOMER INFORMATION TO CREDIT REPORTING AND SCORING AGENCIES.

A proposed resolution, presented by Aldermen Lyle, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Chandler, Reboyras and Austin, urging the

Peoples Energy to testify before the City Council not later than February 11, 2006 concerning its policy on reporting customer payment histories to credit reporting and scoring agencies, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

**ALDERMAN BEAVERS (7th Ward) And
ALDERMAN POPE (10th Ward):**

*Referred -- DEDICATION OF PORTIONS OF SOUTH AVENUE O,
EAST 79TH STREET AND STRIP OF LAND BETWEEN
EAST 87TH STREET AND EAST 89TH STREET.*

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a proposed dedication of South Avenue O, from the north line of East 87th Street to the intersection with the south line of East 79th Street and the east line of South Brandon Avenue and East 79th Street, from the west line of South Brandon Avenue; and also a 15 foot wide strip of land west of and adjoining the west line of South Avenue O, between East 87th Street and East 89th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEALE (9th Ward):

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1 EAST 113TH STREET.*

A proposed order authorizing the Director of Business Affairs and Licensing to

issue a permit to V & J Day Care Center to construct, maintain and use one canopy to be attached or attached to the building or structure at 1 East 113th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN POPE (10th Ward):

Referred -- EXEMPTION OF BRANDON FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the Brandon Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 8300 South Brandon Avenue for a one year period not to exceed February 15, 2007, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

All Saints Pentecostal Church -- 8932 South Baltimore Avenue; and
Mr. Nick Vellegas -- 2725 East 130th Street.

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- APPROVAL OF BRIDGEPORT LANDINGS SUBDIVISION
AND DEDICATION OF PORTIONS OF SPECIFIED PUBLIC
WAYS IN AREA BOUNDED BY SOUTH STARK STREET,
SOUTH MARY STREET, SOUTH HILLOCK AVENUE
AND BURLINGTON NORTHERN SANTA FE
AND CANADIAN NATIONAL/ILLINOIS
CENTRAL RAILROADS.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a proposed Bridgeport Landings Subdivision in the area bounded by South Stark Street, South Mary Street, South Hillock Avenue and the railroad lands of the Burlington Northern Santa Fe and the Canadian National/Illinois Central Railroads, and further, providing for the dedication of portions of South Mary Street and sundry public alleys within the aforementioned area, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD AT 2744 SOUTH ARCHER AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit

to Sure Light Sign, Co. to install a sign/signboard at 2744 South Archer Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

Referred -- EXEMPTION OF SAN RAFAEL FAMILY HEALTH CENTER FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the San Rafael Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 3204 West 26th Street for a one year period not to exceed February 15, 2007, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Salvador T. Lopez -- 4730 South Maplewood Avenue; and

Mr. Jesus Marin -- 2646 West Luther Street.

Presented By

**ALDERMAN CÁRDENAS (12th Ward)
And OTHERS:**

Referred -- UNITED STATES SENATE URGED TO OPPOSE HOUSE
RESOLUTION 4437 WHICH WOULD REQUIRE MANDATORY
DETENTION OF IMMIGRANTS WITH NO LEGAL STATUS.

A proposed resolution, presented by Aldermen Cárdenas, Flores, Beavers, Pope, Balcer, Burke, Muñoz, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Mell, Colón, Banks, Mitts and Natarus, urging the United States Senate to defeat HR 4437 which would require mandatory detention of all immigrants without legal status until deportation and further, urging President George W. Bush to veto said legislation if approved by the Senate, which was *Referred to the Committee on Human Relations*.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT
PERMITS AND LICENSES, FREE OF CHARGE, IN
CONJUNCTION WITH VARIOUS EVENTS.

Three proposed ordinances authorizing the Director of Revenue and the Commissioners of Buildings, Transportation, Streets and Sanitation, Fire, Sewers and Water to issue all necessary special event permits and licenses, free of charge, in conjunction with the events noted, which were *Referred to the Committee on Finance*, as follows:

Saint Bede the Venerable/Annual Festival -- to be held at 8200 South Kostner Avenue on July 6 through July 9, 2006;

Saint Nicholas of Tolentine Church/Parish Festival -- to be held at 3721 West 62nd Street on July 12 through July 16, 2006; and

Saint Symphorosa Parish Festival -- to be held at 6135 South Austin Avenue on July 13 through July 16, 2006.

Referred -- GRANT OF PRIVILEGE TO H & R BLOCK
TO MAINTAIN AND USE SIGN ADJACENT TO
5711 WEST 63RD STREET.

Also, a proposed ordinance to grant permission and authority to H & R Block to maintain and use one illuminated sign adjacent to 5711 West 63rd Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL EVENT
RAFFLE LICENSE FEES FOR VARIOUS APPLICANTS.

Also, three proposed orders authorizing the Director of Revenue to waive the special event raffle license fees in the amount of \$100.00 for each applicant listed below, in conjunction with their annual raffles during the periods specified, which were *Referred to the Committee on Finance*, as follows:

Saint Bede the Venerable Catholic Parish -- July 6 through July 9, 2006;

Saint Nicholas of Tolentine Church -- July 12 through July 16, 2006; and

Saint Symphorosa Parish -- July 13 through July 16, 2006.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, five proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Dominic Alvarado -- 3615 West 68th Street;

Mr. Gerardo Colula -- 6049 South Kenneth Avenue;

Mr. Manuel Del Real -- 5808 South Kenton Avenue;

Mr. Charles W. Herrera -- 6336 South Austin Avenue; and

Mr. Javier Jimenez -- 5940 South Kenneth Avenue.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- EXEMPTION OF KEDZIE FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the Kedzie Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 3213 -- 3221 West 47th Place for a one year period not to exceed February 15, 2007, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 7, CHAPTER 42 OF MUNICIPAL
CODE OF CHICAGO BY ESTABLISHMENT OF SCORING
SYSTEM FOR GRADING FOOD ESTABLISHMENTS.

Also, a proposed ordinance to amend Title 7, Chapter 42 of the Municipal Code of Chicago by the addition of provisions establishing rules and procedure for the grading of food establishments and posting of such score cards at their premises, and by the imposition of penalties for the violations of the provisions thereof, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- CITY OF CHICAGO DIRECTOR OF REVENUE AND
CORPORATION COUNSEL URGED TO TESTIFY ON
INTERNET SALES TAX COLLECTION EFFORTS.

Also, a proposed resolution urging the Director of the Department of Revenue and the Corporation Counsel to testify before the Committee on Finance on their efforts to collect taxes from sales made through the Internet, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- EXEMPTION OF ASHLAND FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the Ashland Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 5256 South Ashland Avenue for a one year period not to exceed February 15, 2007, which was *Referred to the Committee on Finance*.

1/11/2006

NEW BUSINESS PRESENTED BY ALDERMEN

68617

Referred -- EXEMPTION OF P & B AUTO SOUNDS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 2849 WEST 59TH STREET.

Also, a proposed ordinance to exempt P & B Auto Sounds from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2849 West 59th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF 6500 SOUTH MORGAN STREET AS "DELMAR C. DUNN STREET".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate the northeast corner of 6500 South Morgan Street as "Delmar C. Dunn Street", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN L. THOMAS (17th Ward):

Referred -- EXEMPTION OF MC KINLEY HAMMOND HOUSE FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing McKinley Hammond House with inclusive exemption, under its not-for-profit status, from all city fees related to the repair

and/or maintenance of the building and appurtenances at 6701 South Morgan Street for a one year period not to exceed December 31, 2007, which was *Referred to the Committee on Finance*.

Referred -- CONSIDERATION FOR CONSTRUCTION
OF CUL-DE-SAC AT 2000 WEST 70TH PLACE.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the construction of a cul-de-sac at 2000 West 70th Place, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT VARIOUS LOCATIONS.

A proposed order directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Ms. Maria Spaitis -- 10501 South Artesian Avenue;

Mr. Joseph Spaitis -- 10501 South Artesian Avenue; and

Mr. Robert Carnithan -- 1532 West 104th Street.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Rules Suspended -- ILLINOIS GENERAL ASSEMBLY URGED TO
ADOPT AND IMPLEMENT NEW SAFETY STANDARDS
FOR COAL MINING INDUSTRY.

A proposed resolution reading as follows:

WHEREAS, The mining of coal is an inherently dangerous occupation; and

WHEREAS, I, Arenda Troutman, am constantly aware of the safety and protection of human life, having once worked in a southern Illinois coal mine; and

WHEREAS, On November 13, 1909, two hundred fifty-nine miners died in a coal mining disaster near Cherry, Illinois, making it the second deadliest mining accident in the United States mining history; and

WHEREAS, Since 1882, there have only been five years in which Illinois did not have a coal mining death; and

WHEREAS, On January 2, 2006, in Tallmansville, West Virginia, twelve coal miners lost their lives in such a mining disaster; and

WHEREAS, Had improved and updated safety measures been employed, such as oxygen rescue stations, these men might have survived; and

WHEREAS, Had better technologies been implemented, such as state of the art ventilation systems, their lives may have been saved; and

WHEREAS, The State of Illinois has the largest reported bituminous coal resources and the largest strippable bituminous coal resources of any state in the United States. Illinois has the third largest total coal resources of any state and is second only to Montana in terms of demonstrated reserve base; and

WHEREAS, The State of Illinois' demonstrated reserve base included publicly available data on coal mapped and found at depths and in coal bed thickness considered technologically mineable at the time of determinations. The demonstrated reserve base is 104.589 billion short tons; and

WHEREAS, Two southern Illinois coal mines that produce twenty percent of the State's coal accounted for eighty percent of the fines issued in the state for safety violations last year; and

WHEREAS, United State Senator Dick Durbin has raised concerns about the viper mines near Williamsville; and

WHEREAS, It is the responsibility of the State to regulate issues that deal with health and safety of its citizens; and

WHEREAS, The City of Chicago is in the State of Illinois and it is of utmost importance that the health, safety and welfare of citizens be protected; now, therefore,

Be It Resolved, That the City Council of the City of Chicago, do hereby memorialize the General Assembly of the State of Illinois to mandate that the Department of Natural Resources seek and investigate new technologies to ensure that human life is preserved in the State of Illinois; and

Be It Further Resolved, That this resolution upon passage be immediately forwarded to the Illinois General Assembly.

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

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Rules Suspended -- ILLINOIS GENERAL ASSEMBLY URGED
TO ADDRESS HEALTH AND SAFETY ISSUES
ASSOCIATED WITH COAL-FIRED POWER
PLANTS AND COAL MINING INDUSTRY.

A proposed resolution reading as follows:

WHEREAS, Having worked in a southern Illinois coal mine, I, Arenda Troutman, have experienced and recognize the need and the importance of jobs, and the need for the Illinois coal mining industry to be able to create and protect jobs; and

WHEREAS, It is important to the residents of the State of Illinois and the City of Chicago to protect and help build the Illinois Coal Mining Industry because it creates jobs for Illinois residents and lowers the prices for the nation's consumers; and

WHEREAS, There is continued regulatory uncertainty regarding Clean Air Act regulations, including the United States Environmental Protection Agency's "New Source Review" that would force upgrades of emissions at older coal-fired electric plants; and

WHEREAS, Illinois coal producers have expressed frustration on a number of issues, including but not limited to the following:

- continued regulatory uncertainty regarding Clean Air Act regulations including the United States Environmental Protection Agency's "New Source Review" that would force upgrades of emissions at older coal-fired electric plants;
- the unfairness of initial United States E.P.A. proposals to regulate mercury emissions at electric plants that would separate higher limits for sub-bituminous western coal over bituminous coal such as that mined in Illinois;
- the increased use of natural gas rather than coal as fuel for electric plants, heavily impacting demand for Illinois coal and setting the stage for spiraling energy costs for consumers;
- stringent Illinois regulations governing permitting of new mine sites and expansion of mining areas at existing sites, increasing development costs;
- slow and hard-to-predict time lines on permitting of mine sites;

- sales tax rates that apply to the price paid for coal at the mine mouth, rather than the delivered price of coal, favoring coal mined in western states over Illinois-mined coal when that coal is burned in Illinois;
- new regulations covering the discharge of wastewater from mine locations, increasing costs and creating uncertainties with market timing;
- shipping costs of coal on transcontinental railroads and via barge helping western-mined coal to make additional inroads into traditional markets for Illinois coal in the Midwest and southeast regions of the United States; and
- slow deployment of clean-coal technologies in the electric power industry;

now, therefore,

Be It Resolved, That the City Council of the City of Chicago memorialize the Illinois General Assembly to legislate toward the correction of the foregoing issues for further assurance of the secured safety of all Illinois residents; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Illinois General Assembly.

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

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN BROOKINS (21st Ward):

Referred -- GRANT OF PRIVILEGE TO W2005 CNK REALTY L.L.C.
TO CONSTRUCT, INSTALL, MAINTAIN AND USE SIGN
ADJACENT TO 301 WEST 83RD STREET.

A proposed ordinance to grant permission and authority to W2005 CNK Realty L.L.C. to construct, install, maintain and use one sign adjacent to 301 West 83rd Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
INSTALL SIGN/SIGNBOARD AT 36 WEST 95TH STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Sure Light Sign Company to install a sign/signboard at 36 West 95th Street, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN MUÑOZ (22nd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified,

which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chapiss Flowers -- for one canopy at 4060 West 26th Street; and

Paleteria Poncho -- for one canopy at 2513 South Pulaski Road.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two 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 February 15, 2007, which were *Referred to the Committee on Finance*, as follows:

Doctors Medical Group, 6240 West 55th Street; and

Southwest Family Health Center, 4839 West 47th Street.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 23.183 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES
ON PORTION OF WEST 63RD STREET.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 23.183 which restricted the issuance of additional package goods licenses on portion of West 63rd Street, from

South Nashville Avenue to South Oak Park Avenue, which was *Referred to the Committee on License and Consumer Protection*

Referred -- EXEMPTION OF MC VAN DEVELOPMENT L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 5100 WEST 47TH STREET.

Also, a proposed ordinance to exempt McVan Development L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5100 West 47th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Nicholas Casillas -- 5229 South Springfield Avenue;

Mr. Charles Dryden -- 5335 South Narragansett Avenue (Truck Number 1);

Mr. Charles Dryden -- 5335 South Narragansett Avenue (Truck Number 2); and

Mr. Dominic Rizzi -- 5357 South Narragansett Avenue.

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- EXEMPTION OF PILSEN FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the Pilsen Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 1817 South Loomis Street for a one year period not to exceed February 15, 2007, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

El Zocalo Cultural Center -- to construct, install, maintain and use two sections of stairways adjacent to 1820 South Paulina Street; and

Mexican Fine Arts -- to maintain and use one manhole adjacent to 1852 West 19th Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF
CHARGE, TO LANDMARK PROPERTY AT 1215 -- 1225
WEST 18TH STREET.

Also, a proposed order authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment and Fire,

and the Zoning Administrator to issue all necessary permits, free of charge, to the landmark property at 1215 -- 1225 West 18th Street for renovation of an apartment and retail building, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1451 WEST 18TH STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Cardona's Taqueria to construct, maintain and use one canopy to be attached or attached to the building or structure at 1451 West 18th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two 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, which were *Referred to the Committee on Finance*, as follows:

Humboldt Park Family Health Center, 3202 West North Avenue -- for a one year period not to exceed February 15, 2007; and

Latin United Community Housing Association, various locations -- for a one year period not to exceed December 31, 2007.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 3536 -- 3538 WEST FULLERTON AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Garcia Properties Inc. to construct, maintain and use two canopies to be attached or attached to the building or structure at 3536 -- 3538 West Fullerton Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two 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 February 15, 2007, which were *Referred to the Committee on Finance*, as follows:

Near North Family Health Center, 361 North Chestnut Street; and

Dr. James West Clinic at the Haymarket Center, 120 North Sangamon Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Eport 600 Property Owner, L.L.C. -- to construct, install, maintain and use a pedestrian walkway adjacent to 600 West Chicago Avenue;

Music Garage Chicago, L.L.C. -- to maintain, use and occupy space adjacent to 345 -- 347 North Loomis Street;

Royalton Towers Homeowners Association -- to maintain and use twenty-five balconies adjacent to 1444 North Orleans Street; and

1260 West Washington L.L.C. -- to construct, install, maintain and use two planters adjacent to 1260 West Washington Boulevard.

Referred -- EXEMPTION OF MR. DAVE MOELLER/113 NORTH MAY
L.L.C. FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR
PARKING FACILITIES FOR 1123
WEST RANDOLPH STREET.

Also, a proposed ordinance to exempt Dave Moeller/113 North May L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1123 West Randolph Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 780 NORTH MILWAUKEE AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Subway to construct, maintain and use three canopies to be attached or attached to the building or structure at 780 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN E. SMITH (28th 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 fuel storage facilities for a one year period not to exceed February 15, 2007, which were *Referred to the Committee on Finance*, as follows:

Access Community Health Network, 1501 South California Avenue;

Kling Professional Medical Center, 2720 West 15th Street;

Madison Family Health Center, 3800 West Madison Street; and

Plaza Medical Center, 2507 West Cermak Road.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Professional Mortgage -- for two canopies at 2658 West 23rd Street; and
Mr. Eugenio Ruiz -- for one canopy at 2717 West Cermak Road.

Referred -- UNITED STATES CONGRESS URGED TO PROHIBIT
SELLING OR SHARING OF WIRELESS/CELLULAR
TELEPHONE RECORDS.

Also, a proposed resolution urging the United States Congress to enact legislation which would prohibit wireless/cellular telephone service providers, agents and retailers from selling or sharing with telemarketers sales records containing customer information, which was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

**ALDERMAN E. SMITH (28th Ward) And
ALDERMAN BURNETT (27th Ward):**

Referred -- CITY COUNCIL COMMITTEE ON AVIATION URGED TO
CONDUCT HEARINGS ON FEASIBILITY OF INSTALLING
ENGINEERED MATERIAL ARRESTING SYSTEM
AT MIDWAY AIRPORT.

A proposed resolution urging the Committee on Aviation to conduct hearings on the feasibility of installing at Chicago Midway International Airport an Engineered Material Arresting System consisting of soft concrete beds extending six hundred feet from the end of runways and crumbling under an airplane's pressure thus slowing it down and stopping it, which was *Referred to the Committee on Aviation*.

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- EXCLUSION OF CERTAIN CHARITY RAFFLES FROM
LIMITATIONS ON TICKET PRICES, NON-CASH AND
AGGREGATE PRIZE VALUES.

A proposed ordinance to exclude charity raffles to be conducted on the week of May 22, 2006 from dollar limitations on ticket prices, non-cash and aggregate prize values if such raffles include, as a prize, a motor vehicle having a retail value exceeding \$175,000.00, which was *Referred to the Committee Finance*

Referred -- EXEMPTION OF LAKE AND WALLER L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 5706 WEST LAKE STREET AND 430 --
438 NORTH WALLER AVENUE.

Also, a proposed ordinance to exempt Lake and Waller L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5706 West Lake Street and 430 -- 438 North Waller 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 -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 1104 SOUTH MONITOR AVENUE.

Also, a proposed order authorizing the Director of Revenue to grant permission to Mr. Anthony F. Montilla to park his pickup truck and/or van at 1104 South Monitor Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPRESENTATIVES FROM CHICAGO POLICE DEPARTMENT, THE CENTER FOR APPLIED PSYCHOLOGICAL AND FORENSIC STUDIES AND THE LAW ENFORCEMENT AND PSYCHOLOGICAL SERVICE REQUESTED TO TESTIFY ON PSYCHOLOGICAL TESTING PROCESS AND RESULTS OF SUCH TESTS ON CHICAGO POLICE OFFICER CANDIDATES.

Also, a proposed resolution urging the representatives of the Chicago Police Department, The Center for Applied Psychological and Forensic Studies and The Law Enforcement and Psychological Service to testify before the Committee on Police and Fire regarding the psychological testing process and the results of such tests recently performed on police officer candidates, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Golden Light North Avenue Medical Center -- 4054 West North Avenue; and

Vassos Eliades -- 3545 North Pulaski Road.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 5601 WEST BELMONT AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Plaza Bank to construct, maintain and use two canopies to be attached or attached to the building or structure at 5601 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MATLAK (32nd Ward):

Referred -- EXEMPTION OF THE ART INSTITUTE OF CHICAGO
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing The Art Institute of Chicago with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 950 North North Branch Street for a one year period not to exceed December 31, 2006, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO GATEWAY TERRACE
CONDOMINIUM ASSOCIATION TO MAINTAIN AND USE
BAY WINDOWS ADJACENT TO 1700 WEST
BELMONT AVENUE.

Also, a proposed ordinance to grant permission and authority to Gateway Terrace Condominium Association to maintain and use two bay windows adjacent to 1700 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Cortland Tower L.L.C. -- 1635 West Cortland Street;

Covenant Presbyterian Church of Chicago -- 2021 West Dickens Avenue; and

Ranquist Development -- 1721 North Sheffield Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
1924 NORTH PAULINA STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to White Way Sign and Maintenance Company to install a sign/signboard at 1924 North Paulina Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTY
AT 2118 WEST PIERCE AVENUE.

Also, a proposed order authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, to the landmark property at 2118 West Pierce Avenue for conversion of an eleven unit

building into a two unit building, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Hankewych & Associates Inc. -- for one canopy at 941 North Western Avenue;
and

Herdegen Brieske Funeral Home -- for one canopy at 1356 West Wellington Avenue.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- CORRECTION OF JULY 27, 2005 JOURNAL
OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF CHICAGO.

A proposed ordinance to correct the July 27, 2005 *Journal of the Proceedings of the City Council of the City of Chicago* for an ordinance printed on page 54323 by modifying the area boundary distances described therein, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2435 NORTH HARLEM AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Euro Cafe to construct, maintain and use one canopy to be attached or attached to the building or structure at 2435 North Harlem Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MITTS (37th Ward):

Referred -- EXEMPTION OF WEST DIVISION FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Western Division Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 4401 West Division Street for a one year period not to exceed February 15, 2007, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5350 WEST NORTH AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to C. B. Taylor Funeral Home to construct, maintain and use one

canopy to be attached or attached to the building or structure at 5350 West North Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN ALLEN (38th Ward):

Referred -- GRANT OF PRIVILEGE TO DUNKIN DONUTS
TO MAINTAIN AND USE SIGN ADJACENT TO
3843 NORTH CICERO AVENUE.

A proposed ordinance, presented by Alderman Laurino, to grant permission and authority to Dunkin Donuts to maintain and use an illuminated sign adjacent to 3843 North Cicero Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF VILLAGE RESIDENCES OF OLD IRVING PARK
SUBDIVISION IN BLOCK BOUNDED BY WEST IRVING PARK ROAD,
NORTH KILBOURN AVENUE, WEST BYRON STREET, CANADIAN
PACIFIC RAILROAD, METRA AND UNION PACIFIC
RAILROAD RIGHTS-OF-WAY.

Also, a proposed ordinance, presented by Alderman Laurino, directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a proposed Village Residences of Old Irving Park Subdivision in the block bounded by West Irving Park Road, North Kilbourn Avenue, West Byron Street, Canadian Pacific Railroad, Metra and Union Pacific Railroad rights-of-way, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- EXEMPTION OF NORTH PARK UNIVERSITY FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing North Park University with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings at various locations for a one year period not to exceed December 31, 2006, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO CENTRUM OLD
IRVING, L.L.C. FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to Centrum Old Irving, L.L.C. for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

to construct, install, maintain and use two planters adjacent to 4001 West Irving Park Road; and

to construct, install, maintain and use two roof eaves adjacent to 4001 West Irving Park Road.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CENTRUM OLD IRVING, L.L.C TO CONSTRUCT,
MAINTAIN AND USE CANOPIES AT
4001 WEST IRVING ROAD.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to the Centrum Old Irving, L.L.C. to construct, maintain and use four canopies to be attached or attached to the building or structure at 4001 West

Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two 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 at the locations specified, which were *Referred to the Committee on Finance*, as follows:

Lester & Rosalie Anixter Center, 1761 West Wallen Avenue, 6248 North Clark Street, 6610 North Clark Street, 6506 North Bosworth Avenue, 5712 North Talman Avenue and 5615 North Rockwell Street -- for a one year period beginning November 16, 2005 and ending November 15, 2006; and

Peterson Family Health Center, 2655 West Peterson Avenue -- for a one year period beginning February 16, 2006 and ending February 15, 2007.

Referred -- GRANT OF PRIVILEGE TO MR. JOHN E. MALONEY
TO MAINTAIN AND USE STRUCTURAL METAL CANOPY
ADJACENT TO 1359 WEST DEVON AVENUE.

Also, a proposed ordinance to grant permission and authority to Mr. John E. Maloney to maintain and use one structural metal canopy adjacent to 1359 West Devon Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Sargon Andrews -- 5300--5306 North Damen Avenue; and

Clark Auto Parts/Mr. Albert Esho -- 6916 North Clark Street.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Tatar Danut -- 5645 North Artesian Avenue; and

Iljo Laboski -- 2630 West Berwyn Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF LICENSES AND
PERMITS, FREE OF CHARGE, TO SAINT GREGORY
HIGH SCHOOL FOR CONDUCT OF ANDREW
ENGEL MEMORIAL WALK.

Also, a proposed order authorizing the Director of Revenue to issue all licenses and permits, free of charge, to Saint Gregory High School for the conduct of the Andrew

Engel Memorial Walk to be held on May 13, 2006, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- EXEMPTION OF NOR-WOOD LIFE CARE NFP
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Nor-wood Life Care NFP with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 6016 -- 6020 North Nina Avenue for a one year period not to exceed February 15, 2007, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Thirty-one 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:

Courtyard By Marriott -- to maintain and use seven caisson bells adjacent to 165 East Ontario Street;

Courtyard By Marriott -- to maintain and use one compressor rack adjacent to 165 East Ontario Street;

Courtyard By Marriott -- to maintain and use one curb cut adjacent to 165 East Ontario Street;

Courtyard By Marriott -- to maintain and use seven pipe bollards adjacent to 165 East Ontario Street;

Courtyard By Marriott -- to maintain and use six planters adjacent to 165 East Ontario Street;

Dearkin Res, L.L.C. -- to construct, install, maintain and use one roof overhang adjacent to 410 North Dearborn Street;

First Elysian Properties -- to construct, install, maintain and use twenty caisson bells adjacent 11 East Walton Street;

First Elysian Properties -- to construct, install, maintain and use one vaulted space adjacent 11 East Walton Street;

Gino's East Corporation -- to maintain and use seven light fixture bases adjacent to 633 North Wells Street;

Gino's East Corporation -- to maintain and use six planters adjacent to 633 North Wells Street;

Gino's East Corporation -- to maintain and use one pool shaped window and frame adjacent to 633 North Wells Street;

Hilton Hotels Corporation/Palmer House -- to maintain and use one clock adjacent to 17 East Monroe Street;

Mr. Anthony Loukas -- to maintain and use two planters adjacent to 326 North Michigan Avenue;

MCL CDC P21 L.L.C. -- to construct, install, maintain and use a decorative architectural element adjacent to 505 North McClurg Court;

MCL CDC P21 L.L.C. -- to construct, install, maintain and use forty-three balconies adjacent to 505 North McClurg Court;

MCL CDC P21 L.L.C. -- to construct, install, maintain and use five caisson bells adjacent to 505 North McClurg Court;

MCL CDC P21 L.L.C. -- to construct, install, maintain and use one curb cut adjacent to 505 North McClurg Court;

Millennium Park Plaza, L.L.C. -- to construct and maintain an occupation of space adjacent to 155 North Michigan Avenue;

Northwestern Memorial Hospital -- to maintain and use a curb cut adjacent to 710 North Fairbanks Court;

Northwestern Memorial Hospital -- to maintain and use four kiosks adjacent to 710 North Fairbanks Court;

Northwestern Memorial Hospital -- to maintain and use twenty-four pedestrian light pole foundations adjacent to 710 North Fairbanks Court;

Northwestern Memorial Hospital -- to maintain and use five planters adjacent to 710 North Fairbanks Court;

Waterview, L.L.C. -- to construct, install, maintain and use five caisson bells adjacent to 111 West Wacker Drive;

33 West Monroe, L.L.C. -- to maintain and use one structural metal canopy adjacent to 33 West Monroe Street;

250 East Pearson Condominium Association -- to maintain and use twelve caisson bells adjacent to 250 East Pearson Street;

250 East Pearson Condominium Association -- to maintain and use three foundation walls adjacent to 250 East Pearson Street;

250 East Pearson Condominium Association -- to maintain and use one grease separator adjacent to 250 East Pearson Street;

250 East Pearson Condominium Association -- to maintain and use two lint tanks adjacent to 250 East Pearson Street;

250 East Pearson Condominium Association -- to maintain and use six planter boxes adjacent to 250 East Pearson Street;

330 North Wabash Avenue, L.L.C. -- to maintain and use one structural metal canopy adjacent to 330 North Wabash Avenue; and

340 On The Park Condominium Association -- to construct, install, maintain and use one manhole adjacent to 340 East Randolph Street.

Referred -- EXEMPTION OF CULVER HOUSE, L.L.C. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 926 NORTH CLARK STREET.

Also, a proposed ordinance to exempt Culver House, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 926 North Clark Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NUMBER 585 ON PORTION OF EAST ILLINOIS STREET.

Also, a proposed ordinance to repeal an ordinance which established Taxicab Stand Number 585 on the south side of East Illinois Street east of North McClurg Court, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 212 EAST OHIO STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to White Way Sign and Maintenance Company to install a sign/signboard at 212 East Ohio Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, nine proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Courtyard By Marriott -- for eight canopies at 165 East Ontario Street;

Flite Luggage & Repair, Inc. -- for two canopies at 309 West Chicago Avenue;

Galleria Market -- for three canopies at 340 West Superior Street;

Gino's East Corporation -- for one canopy at 633 North Wells Street;

LaSalle Towers Condominium Association -- for one canopy at 1211 North LaSalle Drive;

P E Solutions -- for two canopies at 8 West Ohio Street;

SPA Cafe -- for two canopies at 112 West Monroe Street;

Subway -- for one canopy at 447 North State Street; and

161 Chicago Avenue East -- for one canopy at 161 East Chicago Avenue.

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Eleven 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 at the locations specified, which were *Referred to the Committee on Finance*, as follows:

Community Health Network, doing business as ACCESS at the Anixter Center, 2020 North Clybourn Avenue -- for a one year period not to exceed February 15, 2007;

The Art Institute of Chicago, 1926 North Halsted Street -- for a one year period not to exceed December 31, 2006;

Francis W. Parker School, 330 West Webster Avenue and 2234 North Clark Street -- for a one year period not to exceed December 31, 2006;

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 and 2001 North Clark Street -- for a one year period not to exceed December 31, 2006;

Midwest Buddhist Temple of Chicago, 435 West Menomonee Street -- for a one year period not to exceed February 15, 2007;

The Moody Church, 1609 North LaSalle Street -- for a one year period not to exceed May 15, 2007;

PAWS Chicago, 1997 North Clybourn Avenue -- for a one year period not to exceed June 15, 2007;

Saint Clement Parish, 2524 North Orchard Street -- for a one year period not to exceed May 15, 2007;

Saint Vincent de Paul Center, 2145 North Halsted Street -- for a one year period not to exceed February 15, 2007; and

Victory Gardens Theater, 2257 and 2433 North Lincoln Avenue -- for a one year period not to exceed February 15, 2007.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

CB2 -- to maintain and use three signs adjacent to 800 West North Avenue; and
Lincoln Park Tower Condominium -- to maintain and use one structural metal canopy adjacent to 1960 North Lincoln Park West.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Wilton Schubert L.L.C. -- 914 -- 924 West Schubert Avenue and 2701 -- 2707 North Wilton Avenue; and

1254 North Wells, L.L.C. -- 1254 North Wells Street.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES FOR CHICAGO'S GREEN
CITY MARKET OPEN AIR MARKET.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor Itinerant Merchant, License, Tent Erection and Special Event Permit fees to the organizers of and participants in Chicago's Green City Market Open Air Market, to be held in the 43rd Ward for the period extending January 1 to December 31, 2006, which was *Referred to the Committee on Special Events and Cultural Affairs*.

*Referred -- AUTHORIZATION FOR ISSUANCE OF RAFFLE LICENSES,
FREE OF CHARGE, TO SUNDRY APPLICANTS.*

Also, two proposed orders authorizing the Director of Revenue to issue Raffle Licenses, free of charge, to the applicants specified, for the year 2006, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Friends of Newberry Math and Science Academy -- 700 West Willow Street; and
Midwest Buddhist Temple of Chicago -- 435 West Menomonee Street.

*Referred -- PERMISSION TO PARK PICKUP TRUCK
AT 1922 NORTH HOWE STREET.*

Also, a proposed order directing the City Clerk to grant permission to Ms. Amber Podell to park her pickup truck at 1922 North Howe 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*.

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MODA ITALIANA TO CONSTRUCT, MAINTAIN AND
USE CANOPY AT 2461 NORTH CLARK STREET.*

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to the Moda Italiana to construct, maintain and use one canopy to be attached or attached to the building or structure at 2461 North Clark Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Pompei -- to maintain and use three bicycle racks adjacent to 2955 North Sheffield Avenue; and

Subway -- to construct, install, maintain and use one sign adjacent to 901 West Belmont Avenue.

Referred -- AUTHORIZATION FOR VACATION OF PORTION
OF NORTH SEMINARY AVENUE BETWEEN NORTH
CLARK STREET AND WEST WAVELAND AVENUE.

Also, a proposed ordinance authorizing the vacation of portion of North Seminary Avenue between North Clark Street and West Waveland Avenue, which was *Referred to the Committee on Transportation and Public Way*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Carroll Development Group III -- 3355 North Clark Street;
McHugh Development, Inc. -- 3501 North Ashland Avenue; and
Orchard Street Acquisition, L.L.C. I -- 2815 North Orchard Street.

Referred -- PERMISSION TO PARK PICKUP TRUCK
AND/OR VAN AT 1032 WEST BYRON STREET.

Also, a proposed order authorizing the Commissioner of Transportation to grant permission to Mr. Peter Demos to park his pickup truck and/or van at 1032 West Byron 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*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, seven proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bari Management, Ltd. -- for four canopies at 3448 North Halsted Street;
Bourdage Pearls -- for one canopy at 3530 North Southport Avenue;
Dexter Lock Service -- for one canopy at 3300 North Halsted Street;
Fornello Trattoria -- for five canopies at 1011 West Irving Park Road;
O'Malley's Schoolyard Tavern -- for one canopy at 3258 North Southport Avenue;

White Hen -- for one canopy at 3101 North Broadway; and
Xksito' Boutique -- for one canopy at 3453 North Southport Avenue.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- EXEMPTION OF MR. PAUL TSAKIRIS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
4415 NORTH MILWAUKEE AVENUE.

A proposed ordinance to exempt Paul Tsakiris from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 4415 North Milwaukee Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- REPEAL OF ORDINANCE WHICH AMENDED TITLE 4,
CHAPTER 64 OF MUNICIPAL CODE OF CHICAGO BY
PROHIBITING MARKETING, SALE OR DISTRIBUTION
OF FLAVORED TOBACCO PRODUCTS
TARGETING CHILDREN.

A proposed ordinance to repeal an ordinance passed by the City Council on November 1, 2005 and printed in the Journal of the Proceedings of the City Council of the City of Chicago, pages 59976 through 59979, which amended Title 4, Chapter 64 of the Municipal Code of Chicago by the addition of new Section 205 by prohibiting sale or distribution of flavored tobacco products targeting children, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 64 OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT MARKETING, SALE OR DISTRIBUTION OF ILLEGALLY FLAVORED TOBACCO PRODUCTS TARGETING CHILDREN.

Also, a proposed ordinance to amend Title 4, Chapter 64 by modification of Sections 240 and 330 of the Municipal Code of Chicago and by creation of new Sections 205 and 345 which would prohibit the marketing, sale or distribution of illegally flavored tobacco products targeting children and establish penalty provisions for violations thereof, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANT OF PRIVILEGE TO SOLA RESTAURANT TO CONSTRUCT, INSTALL, MAINTAIN AND USE VESTIBULE ADJACENT TO 3868 NORTH LINCOLN AVENUE.

Also, a proposed ordinance to grant permission and authority to Sola Restaurant to maintain and use one entry vestibule adjacent to 3868 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PLATS OF DEDICATION AND SUBDIVISION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve the plats of dedication and subdivision noted, located on the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

plat of dedication of a strip of land lying south of and adjoining the south line of West Berteau Avenue, running west from the west line of North Rockwell Street to the easterly line of the north branch of the Chicago River; and

Plat of Bradley Phase II Subdivision fronting the west line of West Campbell Avenue and the north line of West Addison Street.

Referred -- STANDARDIZATION OF PORTIONS
OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to take the necessary actions for standardization of portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

southeast corner of North Talman Avenue and West Bradley Place -- to be known as "Leonard Baldy Way"; and

southeast corner of North Talman Avenue and West Bradley Place -- to be known as "Irv Hayden Way".

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE AND PERMIT FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, twenty-four proposed orders authorizing the Director of Revenue and the Commissioners of Transportation, Construction and Permits, and Streets and Sanitation to waive the license and permit fees indicated, for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on License and Consumer Protection*, as follows:

Advocate/IMMC Family Practice Center Ravenswood Community Health Fair -- to be held at 4600 North Ravenswood Avenue, on August 12, 2006 (Food Vendor, Itinerant Merchant License and Tent Installation Permit fees);

All Saints' Episcopal Church Ravenswood Run -- to be held at 4550 North Hermitage Avenue, on April 30, 2006 (Street Closure Permit fees).

Cornelia Arts Building 18th Annual Holiday Show and Sale -- to be held at 1800 West Cornelia Avenue, for the period extending December 1 through December 3, 2006 (Itinerant Merchant License fees);

German American Societies of Greater Chicago German American Festival -- to be held on West Leland Avenue, from North Lincoln Avenue to North Western Avenue, on North Lincoln Avenue, from West Leland Avenue to West Wilson

Avenue and in the two adjacent city parking lots, for the period extending September 7 through September 10, 2006 (Food Vendor, Itinerant Merchant License, Tent Installation and Street Closure Permit fees);

Lane Tech Alumni Association Carnival -- to be held at 2501 West Addison Street, for the period extending August 17 through August 20, 2006 (Food Vendor, Itinerant Merchant License, Mechanical Ride and Tent Installation Permit fees);

Lincoln Square Chamber Annual Sidewalk Sale and Arts and Crafts Faire -- to be held on North Lincoln Avenue and North Western Avenue, from West Lawrence Avenue to West Sunnyside Avenue, for the period extending July 13 through July 16, 2006 (Food Vendor, Itinerant Merchant License, Sidewalk Sale and Street Closure Permit fees);

Lincoln Square Chamber Apple Fest -- to be held on Giddings Plaza at North Lincoln Avenue and West Giddings Street, on September 16, 2006 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Lincoln Square Chamber Car Show -- to be held in the McDonald's and Corus Bank parking lot and 2400 West Gunnison Street, on August 13, 2006 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Neighborhood Boys Club Annual Carnival -- to be held at 2501 West Irving Park Road, for the period extending July 6 through July 10, 2006 (Food Vendor, Itinerant Merchant and Raffle License, Canopy and Mechanical Ride Permit fees);

Neighborhood Boys Club Disco Dance Night -- to be held at 2501 West Irving Park Road, on April 1, 2006 (Food Vendor, Itinerant Merchant License fees);

Neighborhood Boys Club Riverview Music Festival -- to be held at 2501 West Irving Park Road, on August 25 and 26, 2006 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Nichiren Buddhist Temple Food Fest -- to be held at 4216 North Paulina Street, on September 17, 2006 (Food Vendor License fees);

Northcenter Chamber Children's Easter Egg Hunt -- to be held on West Belle Plaine Avenue, from North Damen Avenue to North Lincoln Avenue, on April 8, 2006 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Northcenter Chamber Children's Halloween Event -- to be held on West Belle Plaine Avenue, from North Damen Avenue to North Lincoln Avenue, on October 28, 2006 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Northcenter Chamber Northcenter Octoberfest -- to be held at 1926 West Irving Park Road, on September 30, 2006 and October 1, 2006 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Northcenter Chamber Rib Fest -- to be held on North Lincoln Avenue, from West Irving Park Road to West Berteau Avenue (Food Vendor, Itinerant Merchant License, Street Closure and Tent Installation Permit fees);

Old Town School of Folk Music Chicago Folk & Roots Festival -- to be held in the 4400 and 4500 blocks of North Lincoln Avenue and on West Sunnyside Avenue, from the first alley east of North Lincoln Avenue to North Oakley Avenue, for the period extending July 7 through July 9, 2006 (Food Vendor, Itinerant Merchant License, Electrical and Street Closure Permit fees);

Our Lady of Lourdes Summerfest -- to be held at 4640 North Ashland Avenue, on July 22, 2006 (Food Vendor, Itinerant Merchant and Raffle License fees);

Rheinischer Verein, Saint Hubertus Club May Fest Chicago 2006 -- to be held on West Leland Avenue, from North Lincoln Avenue to North Western Avenue, North Lincoln Avenue, from West Leland Avenue to West Wilson Avenue and in the two adjacent city parking lots (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Saint Benedict Church Ben Fest -- to be held at 2215 West Irving Park Road, for the period extending July 14 through July 16, 2006 (Food Vendor, Itinerant Merchant License, Street Closure and Tent Installation Permit fees);

Saint Benedict Church Fun Fest -- to be held at 2215 West Irving Park Road, on September 3, 2006 (Food Vendor, Itinerant Merchant License and Tent Installation Permit fees);

Saint Benedict Church Octoberfest Celebration -- to be held at 2215 West Irving Park Road, on September 30 and October 1, 2006 (Food Vendor, Itinerant Merchant License and Tent Installation Permit fees);

Saint Matthias Church Friends of the Grape -- to be held on North Claremont Avenue, from West Ainslie Street north to the church parking lots, on October 1, 2006 (Food Vendor, Itinerant Merchant, Raffle License, Street Closure and Tent Installation Permit fees); and

Saint Matthias Church Global Festival -- to be held on North Claremont Avenue, from West Ainslie Street north to the church parking lots, on May 20, 2006 (Food Vendor, Itinerant Merchant, Raffle License, Street Closure and Tent Installation Permit fees).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO POTBELLY SANDWICH WORKS, L.L.C. TO
CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4709 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Potbelly Sandwich Works, L.L.C. to construct, maintain and use three canopies to be attached or attached to the building or structure at 4709 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- AMENDMENT OF TITLES 4 AND 9 OF MUNICIPAL CODE
OF CHICAGO TO ALLOW BOOTING OF MOTOR VEHICLES ON
PRIVATE PROPERTY BY PRIVATE COMPANIES
WITHIN FORTY-NINTH WARD.

A proposed ordinance to amend Titles 4 and 9 of the Municipal Code of Chicago which would allow booting of motor vehicles on private property by private companies within the 49th Ward, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERMAN MOORE (49th Ward) And
OTHERS:**

Referred -- CHICAGO DEPARTMENT OF STREETS AND SANITATION
REQUIRED TO IMPLEMENT CITYWIDE RESIDENTIAL
SOURCE-SEPARATED RECYCLING PROGRAM.

A proposed order, presented by Aldermen Moore, Flores, Preckwinkle, Stroger, Beale, Pope, Cárdenas, T. Thomas, Troutman, Muñoz, Ocasio, E. Smith, Reboyras, Matlak, Austin, Colón, Banks, Laurino, O'Connor, Natarus, Daley, Tunney, Shiller, Schuler, M. Smith and Stone, requiring the Department of Streets and Sanitation to implement a citywide residential source-separated recycling program for collection of common household recyclable materials and yard waste separately from residential garbage collection and requiring other relevant city departments to implement regulations requiring private waste haulers to implement similar source-separated recycling programs and further, requiring the implementation of such programs no later than January 1, 2009, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two 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 at the locations specified for a one year period beginning February 15, 2006 and ending February 14, 2007, which were *Referred to the Committee on Finance*, as follows:

Congregation Khal Chasidim -- 6756 North Richmond Street; and

Northwest Home For The Aged -- 6300 North California Avenue.

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS,
CANCELLATION OF WARRANTS FOR
COLLECTION AND WATER
RATE EXEMPTIONS,
ET CETERA.*

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN POPE (10th Ward):

Chicago Family Health Center -- for building expansion on the premises known as 9119 South Exchange Avenue.

BY ALDERMAN SOLIS (25th Ward):

Holy Family Parish -- for building renovations on the premises known as 1080 West Roosevelt Road.

Notre Dame de Chicago Parish -- for two entrance/exit additions on the premises known as 1338 West Flournoy Street.

BY ALDERMAN REBOYRAS (30th Ward):

Onward Neighborhood House -- for remodeling on the premises known as 5427 West Diversey Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Michigan Avenue Streetscape Association -- for planter maintenance and watering of landscaped areas on the premises known as 400 North Michigan Avenue through 1000 North Michigan Avenue (both sides of street).

LICENSE FEE EXEMPTIONS:

BY ALDERMAN CAROTHERS (29th Ward):

Loretto Hospital, 645 South Central Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Bear Necessities Pediatric Cancer Foundation, 23 West Hubbard Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN CÁRDENAS (12th Ward):

Spanish Coalition for Jobs, 2011 West Pershing Road -- annual ventilation inspection fee.

BY ALDERMAN SOLIS (25th Ward):

Spanish Coalition, 1737 West 18th Street -- annual canopy and/or revolving door inspection fees and annual refrigeration inspection fee.

BY ALDERMAN DALEY (43rd Ward):

Victory Gardens Theater, 2257 North Lincoln Avenue -- annual 1-Units-Iron inspection fee.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN BROOKINS (21st Ward):

Christ Temple Church, 41 West 95th Street.

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NEW BUSINESS PRESENTED BY ALDERMEN

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BY ALDERMAN SOLIS (25th Ward):

King David Church, 729 West 19th Place.

BY ALDERMAN OCASIO (26th Ward):

Latin United Community Housing Association, various locations (4).

BY ALDERMAN SUAREZ (31st Ward):

Saint Genevieve, various locations (4).

Saint Stanislaus Bishop & Martyr, 2428 North Lorel Avenue.

BY ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva College Chicago, 3425 West Foster Avenue and Rabbinical College of Telshe Yashiva Chicago, 3525 West Foster Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Saint Juliana, 7158 North Osceola Avenue.

BY ALDERMAN DALEY (43rd Ward):

Chicago Historical Society, 1659 North Clark Street.

BY ALDERMAN MOORE (49th Ward):

Saint Margaret Mary Rectory, Church and School, 2300 West Chase Avenue.

BY ALDERMAN STONE (50th Ward):

Congregation Ezras Israel, 7001 North California Avenue.

Northwest Home for the Aged, 6300 North California Avenue.

REFUND OF FEE:

BY ALDERMAN PRECKWINKLE (4th Ward):

Holy Angels Church, 607 East Oakwood Boulevard -- refund in the amount of \$3,866.60.

WAIVER OF FEES:

BY ALDERMAN BURKE (14th Ward):

Mr. Cedric Brumley, 233 East Wacker Drive -- waiver of handicapped parking sign fee.

BY ALDERMAN LEVAR (45th Ward):

Saint Constance Church, 5843 West Strong Street -- waiver of all fees and permit charges for property at 4810 North Menard Avenue.

SENIOR CITIZEN SEWER REFUND.
(\$50.00)

BY ALDERMAN ZALEWSKI (23rd Ward):

Adkins, Mary P.

Bjorklund, Aija E.

Augustyn, Antoinette M.

Brazinski, Lillian

Badowski, Stephanie

Brown, Clarissa E.

Baruch, Therese

Dowling, Bernice Barbara

Bergeron, Jean C.

Driscoll, Mary C.

Bieniek, Stephany

Gallagher, Edward M.

Guzy, Josephine and Jozef

Halerz, Mary Lou

Kaniuk, William

Kozlowski, Joseph M.

Leo, Leona

Miller, Harriet J.

Moreno, Maurillo C.

O'Neal, Ann M.

Przeborowski, Jeannette

Totoris, Emily

Wilk, Irene

Winczo, Jan Marion

Yakes, Stella I.

BY ALDERMAN O'CONNOR (40th Ward):

Abramowitz, Lillian

Baron, Freda

Bayenderian, Vasken

Bildires, Christ

Blaul, Bernice

Demes, Katherine H.

Gardner, Bernice

Giannakakos, Peter

Griggs, Dorothy C.

Haglund, Nels

Hartzen, Sherry

Kaplan, Adelle R.

Kull, Romana

Mangos, Gus G.

Metallides, Mary

Miller, Kate and Milton

Nuñez, Anne

Pagounis, Ourania

Podsudek, Anita

Schupak, Harriet

Smith, Elsie R.

Speiser, Maria

Sullivan, Nelle

Young, Clare

BY ALDERMAN NATARUS (42nd Ward):

Abrams, Edith Levy

Adams, Trudi

Addis, David H.

Allen, Sander

Anthony, Anna M.

Arnstein, Samuel

Bacalzo, Beatrice R.

Bailey, Robert L.

Balog, James T.

Barrera, Gloria R.

Baschnonga, Stephen A.

Beach, John R.

Becker, Robert

Behr, Mildred

Benton, Alan A.

Benzeev, Saul

Beskin, Cyril S.

Bigg, Joan L.

Bilsky, Moses

Birk, Judith A.

Blair, Thomas L.

Blankstein, Rosalyn

Bloom, Alan H.

Blumenthal, Fred S.

Bodney, Dorothy J.

Borgel, Margit C.

Boyle, James V.

Boysen, Charles G.

Bozich, Michael S.

Brash, Lylus

Brenner, Jerry W.

Brown, Cecil T.

Brown, Donald D.

Burditt, George M.

Burke, Estelle

Burke, Richard W.

Burnett, Patricia A.

Buzzi, Anna

Cabessa, Armand

Callahan, Helen F.

Camoras, Angelina D.

Dienhart, John W.

Cappaert, Robert

Doetsch, Virginia L.

Caprow, Naomi K.

Dougherty, Nancy J.

Carb, Genevieve and Saul

Dowd, Mary M.

Carleton, Joan L.

Dray, Sheldon

Carroll, Jean

Drew, George B.

Cernok, Lillian M.

Dumbleton, William A.

Chulock, Elaine A.

Dunne, Nena

Clayton, Russell J.

Dunsky, Pauline

Cohen, Joseph J.

Dvorkina, Raisa

Cohen, Louis

Eagle, Warren E.

Conlin, Elizabeth J.

Ehrlich, Danuta

Conner, Berry

Eisenberg, Karl S.

Cooney, Rita

Eisendrath, Edwin W., Jr.

Costello, Richard E.

Engle, Marie A.

Curran, Barbara A.

Epstein, Joan H.

Daleo, Marilyn A.

Ericson, Margaret M.

Davis, Isobel

Esko, Irwin W.

Dawson, Robert T.

Fantl, M. Robert

Deegan, Aileen R.

Fedor, Barbara D.

Delighter, Albert

Feldman, Helen F.

Demar, Edith F.

Fenters, James D.

Ferdinand, Betty L.

Ferris, Mary C.

Fessenden, Willard B., Jr.

Foster, Blanche M.

Frazier, Dolores T.

Friedman, Irys

Fulmer, Frederic E.

Fulton, Elizabeth J.

Gabay, Harriet K.

Gardner, Howard A.

Gardner, Mary B.

Gauger, William N.

Genesen, Louis

Gethner, Sonia G.

Gifford, Marian

Gillette, Sarah L.

Giuntoli, Lenore

Godfrey, Richard T.

Goettsch, Carlyn E.

Goff, Dorothy W.

Golan, Joseph

Gold, Jerry

Gold, Myra F.

Goldberg, Mimi L.

Golin, Milton

Goodman, Robert L.

Gordon, Harold N.

Gordon, Pearl

Gorelik, Harry

Grassi, Joseph X.

Green, Allen J.

Greenberg, Jean

Grinker, Roy R.

Gronwold, Parker B.

Hakman, Jack P.

Hampton, Joan B.

Hampton, Robert W.

Handelman, Marian

Handman, Morris

Hanna, Betty J.

Hannema, Philip

Harris, Joan W.

Harrison, Stanley

Kahn, Allen

Heenan, Thomas W.

Kaufman, Tyrus L.

Henry-Estabrook, Mary V.

Kavka, Jerome

Herhold, Carole J.

Keller, Doris Jean

Hess, Sidney J., Jr.

Kernahan, Elizabeth M.

Hewitt, Dolores

Kilpatrick, Mary Ellen

Hickey, Gerald C.

Kim, Kyeh S.

Hirsh, George D.

King, Neil J.

Hoehn, Gerald L.

King, Sally B.

Hollander, Marshall

Klowden, Rose L.

Hollemans, William C.

Knowles, Sally Jo

Holly, Eileen M.

Kovac, Eleanor S.

Holzman, Bernard S.

Kozimor, Andrew M.

Hoppe, Audrey L.

Kraus, Paul L.

Hosek, Edward F.

McGrath, Patricia

Huang, Marie K.

Medow, Phoebe

Hurst, Sally P.

Novit, Nancy L.

Imburgia, Anthony J.

O'Neill, Raymond E.

Irgang, Marilynne B.

Schmidt, Robert B.

Jacker, Lisette

Smith, Earl C.

Jarzebska, Danuta S. D.

Stone, Bernard L.

Joughin, Donald R.

Wright, Mary K.

BY ALDERMAN LEVAR (45th Ward):

Donovan, Ann T.

BY ALDERMAN SHILLER (46th Ward):

Alderson, Ruth

Augustin, Evelyn V.

Baker, Donald R.

Benjamin, Homer A.

Bogach, Larisa

Boguslavskaya, Sima

Brooks, Irving

Brown, Florence

Bulmash, Sidney

Burakoff, Ethel

Butz, Ralph O., Jr.

Chaba, Helen

Chang, Sun

Chatz, Terry

Cousins, Bertha

Cuburnek, Mathilde

Daman, Joseph

Driss, Daisy A.

Dubrow, Paul

Eberson, Gertraud

Feldsher, Keyla

Fischel, Molly R.

Flamm, Lola

Frاندzel, Enid

Frank, Lois M.

Fuchsmann, Prudence

Garrigan, Andrew P.

Goldberg, Lorraine H.

Goldfarb, Irene

Goldstone, Adrienne J.

Gorecki, Trudy L.

Granberg, Roy C.

Guttman, Vera

Hamilton, Betty M.

Harris, Elaine

Hayden, Beverly R.

Henry, Vina	Longworth, Richard C.
Herrera, Bert L.	Ludwig, Mary Ann
Hutul, Dolly C.	Marcus, Margie L.
Hyman, Philip	Marland, Thelma
Johnson, Irene L.	McGlone, George J.
Johnston, Evelyn K.	Medlevine, Mildred
Juhasz, Anne M.	Mendelsohn, Alfreda A.
Kahn, Jeanette	Metag, Mary J.
Kangles, Cecilia M.	Mikesell, Rosalind M.
Kashper, Abraham	Milaskey, Robert J.
Katz, Bernard	Miller, Leonard
Katz, Robert S.	Moran, Bonnie
Kelly, Bette L.	Neidow, Rowene Z.
Kilborn, Justine D.	Newfeld, Charlotte A.
Kluis, Emily M.	Niederbaumer, Lyla
Kuhr, Lawrence	Norman, Betty J.
Levitz, Norman	O' Keefe, Mildred E.
Lewandowski, Boleslaw	Olken, Barbara D.
Lichterman, Doris	Orbach, Hyman G.
Liss, Sylvia	Oria, Valente J.
Lockett, Ida R.	Orozco, Enrique H.

Packer, Betty L.

Petcher, Ida E.

Petros, Costas G.

Ponce, Remedios Y.

Port, Vera

Portnov, Iokav

Preis, Lynn W.

Proeh, Celia

Przepalkowski, Jean

Raban, Frances A.

Rabin, Ann

Retzloff, Lois

Richey, Park E.

Rones, Chris C.

Rosa, Victoria

Rosen, Orville

Rosner, Lawrence

Ross, Rose M.

Ross, Ruth G.

Roytburd, Anatoliy

Russell, Evelyn A.

Sager, Melany S.

Saltiel, Natalie

Sarbu, Eftimiu

Schmit, William H., Jr.

Semper, Bridget M.

Shmuylovskaya, Raisa

Shure, Rose L.

Sichau, Elsie

Silverstein, Gerald H.

Singer, Adrienne

Smarandescu, Mihai

Spinuzza, Steven J. and Jean

Stein, Barbara

Stone, Andrew P.

Symon, Howard A.

Thall, Sylvia

Troubb, Dorothy

Tulud, Buenafe

Unger, Phyllis J.

Urban, Vonda

Urchenko, Helen

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NEW BUSINESS PRESENTED BY ALDERMEN

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Urshan, Anna K.

Wuka, Florence M.

Vanella, Gertrude M.

Yarnold, Helen M.

Vargo, John S.

Yeldandi, Veerainder

Vasques, Carmelo J.

Zaret, Frances G.

Westlake, Nancy S.

Zarkhina, Sofiya

White, Harriette

Zemel, Albert

Wilterding, Doris A.

BY ALDERMAN STONE (50th Ward):

Blitstien, Al

Garfinkel, Grace

Klinenberg, Jacqueline

Loeb, Sam

Natarus, Burton F.

Noyck, Gilbert

Schulman, Betty

Weiner, Charles

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (December 14, 2005)

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 14, 2005, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

members of the Chicago Police Department Narcotics and Gangs Investigations Section: Lieutenant Peter J. Piazza; members of the Squad A4: Sergeant Noel Sanchez accompanied by his wife, Alicia; Police Officer Vaselios D. Roubos; Police Officer Richard V. Tufano accompanied by his wife, Carmella; Gang Crimes Specialist Steven R. Worsham accompanied by his friend, Jamie Johnson; Police Officer George E. Brown III accompanied by his wife, Dekita Poole-Brown; Police Officer Kenneth M. Mok accompanied by his wife, Detective Jacqueline Mok; Police Officer Giselle Ruiz accompanied by her friend, Roberto Vargas; and Police Officer Brad R. Williams accompanied by his wife, Marian; Police Officer Oscar Brown, Jr.; members of the Criminal Enterprise Section -- Unit 196: Police Officer Nick S. Lymperis accompanied by his wife, Police Investigator Valerie Lymperis; members of the Video/Computer Support Section: Police Officer Dennis Hurd accompanied by his wife, Colette and his son, Chase; Police Technician Tony M. Green; Police Officer Henry A. Walton; members of the Intelligence Section: Police Officer Gregory A. Whitmore accompanied by his daughter, Adriana; Police Technician James P. Norris accompanied by his daughter, Kimberly Ooley; Police Technician Ronald D. Bonadurer accompanied by his daughter, Jordan; Police Officer Eloisa Chaparro accompanied by her husband, David; Police Officer Brian E. Roney accompanied by his daughter, Nicole; Police Officer Dennis G. Hughes accompanied by his wife, Kathy; Police Officer Elmore D. Metcalfe accompanied by his daughter, Indigo; members of the Asset Forfeiture Section: Police Officer Angela Magee accompanied by her friend, Charlene Mabins; Police Officer James P. Clarke accompanied by his wife, Maureen; 13th District Captain Elias A. Voulgaris; members of the 19th District Gang Unit, Police Officer Rafael Bonifazi accompanied by his wife, Theresa; Police Officer Stephen M. Findysz; Police Officer Thomas A. Beebe; officer of National Drug Control Policy High Density Drug Trafficking Area Intelligence Research Specialist Erik Phillipson accompanied by his supervisor, Mary Henny; Assistant State's Attorney William Frost, accompanied by State's Attorney Dick Devine;

members of Chicago Fire Department Engine 101: Lieutenant/Emergency Medical Technician Christopher Wagner; Firefighter Jason Mayoski accompanied by his mother, Elizabeth and his friend, Jennifer Chapin; and members of Chicago Fire Department Truck 41: Firefighter Guadalupe Barrera accompanied by his wife, Irma; Firefighter John Graff accompanied by his wife, Leann and his daughters, Emily and Allison; Firefighter Erik Peterson accompanied by his wife, Kristin;

members of Pilgrim Baptist Church: Mr. Robert Vaughn, Chairman of Board of Trustees; Mr. Alfonso Carrington, Chairman of Deacons; Mr. Leroy Gary, Trustee and Deacon; Mr. Tyrone Jordan, Trustee; Ms. Valerie Miles, Trustee; Ms. Linda Granderson; and Mr. and Mrs. Tim Black;

fifty-four members of the Morgan Park High School 2005 Prep Bowl Championship football team, accompanied by Mr. Lexie W. Spurlock, Head Coach; Mr. Terry Jones, Assistant Coach; Mr. Jason Richarson, Assistant Coach; Mr. Thurman Robinson, Assistant Coach; Mr. Raymon Farris, Assistant Coach;

Ms. Rosemarie S. Andolino, Executive Director of the O'Hare Modernization Program;

Dr. Terry Mason, M.D. F.A.C.S., Commissioner of the Chicago Department of Public Health;

Ms. Bridget M. O'Keefe, Commissioner of the Chicago Housing Authority.

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 eleventh (11th) day of January, 2006, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the eighth (8th) day of February, 2006, at 10:00 A.M., in the Council Chambers in City Hall.

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

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, February 8, 2006, at 10:00 A.M. in the Council Chambers in City Hall.

JAMES J. LASKI,
City Clerk.

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JOURNAL--CITY COUNCIL--CHICAGO

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