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COPY

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

Regular Meeting –Wednesday, February 6, 2008

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

RICHARD M. DALEY
Mayor

MIGUEL DEL VALLE
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, February 6, 2008

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Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Alderman Hairston.

Call To Order.

On Wednesday, February 6, 2008 at 10:20 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Miguel del Valle, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Pastor Christopher Harris of Bright Star Church of God in Christ opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE HONORABLE JOHN H. STROGER, JR.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Honorable John H. Stroger, Jr.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The members of this chamber were deeply saddened to learn of the death on January 18, 2008, at age seventy-eight, of John H. Stroger, Jr., former president of the Cook County Board of Commissioners; and

WHEREAS, Born on May 19, 1929, to John and Ella Stroger, John Herman Stroger, Jr. was the eldest of four siblings. The grandson of former slaves, Mr. Stroger graduated from Eliza Miller High School in rural Helena, Arkansas, and received a bachelor's degree in business administration from Xavier University of Louisiana, where he majored in accounting; and

WHEREAS, After graduating from college, Mr. Stroger returned to Arkansas, where he taught high school mathematics, coached basketball, and worked closely with the National Association for the Advancement of Colored People in the struggle to abolish poll taxes and to desegregate public schools in the South; and

WHEREAS, In 1953, Mr. Stroger moved to Chicago, where he began his political career as an assistant precinct captain in the Third Ward and met his future wife, Yonnie Rita. A loving partner in marriage and superb mother to the couple's three children, Yonnie Rita contributed immeasurably to her husband's success; and

WHEREAS, Appointed as an assistant auditor with the Municipal Court of Chicago in 1954, Mr. Stroger served as personnel director for the Cook County Jail from 1955 to 1961, and later as a finance director in the State of Illinois Department of Revenue. In 1965, Mr. Stroger earned his law degree from DePaul University College of Law; and

WHEREAS, In 1968, Mr. Stroger became the first African American committeeman of Chicago's Eighth Ward, and two years later was elected as a commissioner to the Cook County Board of Commissioners, where he served with distinction for over three and a half decades. An affable legislator and shrewd negotiator, Mr. Stroger chaired every major committee, including the Committees on Health, Building and Zoning. As chairman of the prestigious Finance Committee, Mr. Stroger sponsored legislation to assist minority and female-owned businesses and co-sponsored human rights, ethics and assault weapons ban ordinances; and

WHEREAS, In 1994, Mr. Stroger was elected as the first African American president of the Cook County Board of Commissioners and Forest Preserve District. During his twelve-year tenure as president, Mr. Stroger's numerous accomplishments included balancing the county's multi-billion dollar budget, establishing a Juvenile Drug Court to offer non-violent, drug-addicted youths an alternative to detention, launching a new Domestic Violence Court on Chicago's near west side, overseeing the creation of Chicago's nationally-renowned CORE Center for the Prevention, Care and Research of Infectious Diseases, and appointing a Commission on Women's Issues; and

WHEREAS, A tireless advocate for the less fortunate and a champion of affordable health care, Mr. Stroger supervised the construction in Chicago of a new state-of-the-art public

hospital dedicated to serving the poor and disenfranchised. Named in his honor, the John H. Stroger Jr. Hospital of Cook County opened its doors in 2002; and

WHEREAS, The quintessential public servant, Mr. Stroger served on the Chicago Metropolitan Healthcare Council, on the board of directors of South Shore Hospital, as past president of the National Association of Counties, and as a member of President Bill Clinton's Advisory Committee on Intergovernmental Relations; and

WHEREAS, A gentle giant and a man of his word, whose many contributions to our great City will be felt for generations to come, John H. Stroger, Jr. will always be remembered as a distinguished son of Chicago and as a truly remarkable human being; and

WHEREAS, John H. Stroger, Jr. was tragically preceded in death by his son, Hans Eric, and is survived by his wife, Yonnie Rita; his son, Todd Herman; his daughter, Vonnie Lynn; two grandchildren, Hans Eric and Claire Monique; and many nieces, nephews, cousins and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this sixth day of February, 2008, do hereby honor the life and memory of John H. Stroger, Jr., and celebrate his dedication and exceptional service to the people of Chicago and Cook County; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John H. Stroger, Jr. as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Fioretti, Preckwinkle, Lyle, Harris, Pope, Balcer, Cárdenas, Thomas, Rugai, Brookins, Burnett, Carothers, Suarez, Mell, Austin, Mitts, Allen and Shiller, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of the late John H. Stroger, Jr.. Reflecting on the life of Mr. Stroger, Mayor Daley spoke of his elemental conviction to help others which drove him to excellence in public service and fostered many of the accomplishments which are the hallmark of his illustrious career. Lauding Mr. Stroger for his belief in and commitment to the people of Chicago and Cook County, Mayor Daley also remembered him as a loving and devoted husband, father, grandfather and friend who leaves a legacy of integrity, loyalty and service which has touched the lives of many. Throughout his life, whether in the public or private realm, John H Stroger, Jr. gave tirelessly of himself, Mayor Daley observed, and he will be greatly missed by all who benefited from his life of extraordinary public service. Mayor Daley then left the Mayor's rostrum and strode to the commissioners' gallery where he conveyed his personal condolences to the family of the late John H. Stroger, Jr. and presented them with a parchment copy of the memorial resolution.

Rules Suspended -- TRIBUTE TO LATE REVEREND KENNETH B. SMITH, SR.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Reverend Kenneth B. Smith, Sr.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The members of this chamber were deeply saddened to learn of the death on January 21, 2008, at the age of seventy-six, of the Reverend Kenneth B. Smith, Sr., a long-time community activist and leader in Chicago; and

WHEREAS, Born on February 19, 1931, in Montclair, New Jersey, Reverend Smith earned his undergraduate degree in history from Virginia Union University in 1953 and his M.A. from Drew University in 1954. Reverend Smith went on to earn a ministry and divinity degree from Bethany Theological Seminary in Oak Brook, Illinois, in 1960; and

WHEREAS, After his ordination in the United Church of Christ, Reverend Smith became assistant minister at the Congregational Church of Park Manor, and had ministries at Trinity United Church of Christ, and the Church of the Good Shepherd in the Washington Park

neighborhood. Reverend Smith became the head of the Chicago Theological Seminary in 1984, a post he held for fourteen years; and

WHEREAS, A longtime resident of Hyde Park, Reverend Smith contributed in numerous ways to the civic life of the City of Chicago. Reverend Smith was a former board member of the AARP and the Illinois Service Federal Savings and Loan Association, as well as a senior fellow of the Chicago Community Trust; and

WHEREAS, In addition to his other civic work, Reverend Smith was appointed by President Clinton to his Taskforce on Teen Pregnancy, and was also appointed to the Board of Education by Mayor Jane M. Byrne and served as president in 1980. Of all his achievements, his work implementing court-ordered school desegregation in the early 1980s was a highlight of his career and a source of well-deserved pride; and

WHEREAS, Reverend Smith received numerous honors throughout his lifetime, including being named Volunteer of the Year by the United Way of Chicago; being named Humanitarian of the Year by the Abraham Lincoln Center; and receiving honorary degrees from eight universities; and

WHEREAS, Reverend Smith's devotion to religious studies was permanently acknowledged by the Chicago Theological Seminary when the Kenneth B. Smith Chair in Religious Studies was created in his honor, and also when the seminary awarded him the Graham Taylor Award in Public Ministry; and

WHEREAS, Reverend Smith's integrity, ability and deep faith will long be remembered in Chicago. He was a tireless advocate for the less fortunate, particularly for individuals who were formerly incarcerated. Reverend Smith worked with a number of agencies and the City of Chicago to provide funding, job training and placement opportunities, which helped many people to become independent, productive members of our community; and

WHEREAS, The Reverend Kenneth B. Smith, Sr. is survived by his loving wife, Gladys; his two sons, Kenneth, Jr. and Kristen; his daughter, Kourtney Montgomery; his brother, Peter; his sisters, Juanita Smith, Hester Robinson and Hettie Smith; and his six adoring grandchildren, Kara Montgomery, Kara Smith, Kelsey Smith, Kevin Smith, Kenneth B. Smith, III and Luther Montgomery; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this sixth day of February, 2008, do hereby honor the life and memory of the Reverend Kenneth B. Smith, Sr., and extend our heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of the Reverend Kenneth B. Smith, Sr. as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Preckwinkle, Thomas and Cochran, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of the late Reverend Kenneth B. Smith, Sr.. Reflecting on the life and legacy of Reverend Smith, Mayor Daley spoke of his enduring commitment to improve conditions and opportunities for all Chicagoans. Hailing Reverend Smith for his counsel and advice on a myriad of social issues confronting our city, Mayor Daley also remembered Reverend Smith as a man of exceptional character who always elicited the best in others. Mayor Daley also recalled Reverend Smith's shared efforts with Mrs. Daley on community trust issues concerning poverty and education. Reverend Smith demonstrated a compassion for and understanding of the many issues affecting the voiceless in our society, the Mayor noted, and always exercised diplomacy and leadership in moving forth issues benefiting all Chicagoans. Reverend Kenneth B. Smith, Sr. is an inspiration for future generations, the Mayor observed, and his contributions to our city, our nation and our world will not be forgotten. Mayor Daley then left the Mayor's rostrum and strode to the commissioners' gallery where he conveyed his personal condolences to the family of the late Reverend Kenneth B. Smith, Sr. and presented them with a parchment copy of the memorial resolution.

Rules Suspended -- CHICAGO POLICE OFFICERS ANDREW D. JONES AND LONNIE D. YOUNG HONORED FOR APPREHENSION OF VIOLENT OFFENDER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Police Officers Andrew D. Jones and Lonnie D. Young of the Chicago Police Department and their exemplary conduct during the events of October 30, 2007.

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, Early in the evening of October 30, 2007, a young woman who was parking her car near her home on the city's southeast side suddenly became the victim of a terrifying event; and

WHEREAS, A man armed with a .357 magnum revolver suddenly appeared, looming over her, then forced his way into her car and demanded her money; and

WHEREAS, To the woman's horror and dismay, her assailant then pushed her into the passenger seat and began to drive off; and

WHEREAS, An alert passerby happened to see the car-jacking and promptly called it in to 9-1-1; and

WHEREAS, Police Officers Andrew D. Jones (Star Number 8807) and Lonnie D. Young (Star Number 9334) of the Chicago Police Department's 21st District were on patrol and heard the call. They headed to the area and saw what looked to be the victim's car heading toward Lake Shore Drive; and

WHEREAS, The officers began to follow the car, confirmed the license plate, and activated their lights and sirens to pursue it. The offender saw the officers, then suddenly accelerated to a high rate of speed onto Lake Shore Drive; and

WHEREAS, With Officers Jones and Young working to keep their target within view while maintaining a safe distance, they followed the offender as he wildly swerved the car in and out of traffic, with his unwilling passenger still inside; and

WHEREAS, Steadily maintaining their pursuit, Officers Jones and Young saw the fleeing car crash into another vehicle and come to a stop. Ignoring the danger to themselves from a heavily armed, desperate offender, the officers sprinted from their car; and

WHEREAS, Converging upon the wrecked car, they quickly and skillfully grabbed the offender pulled him out and subdued him all without firing a shot; and

WHEREAS, The officers next turned their attention to helping the victim and saw to their relief that although badly shaken she was not injured; and

WHEREAS, Officers Jones and Young were also able to recover the man's handgun. As a result of their efforts, this dangerous individual was charged with aggravated vehicular hijacking, aggravated kidnapping, armed violence and armed robbery; and

WHEREAS, Officers Jones and Young are to be commended for their courage and initiative in taking a dangerous man off the street; and

WHEREAS, Officers Jones and Young displayed the capability, courage and quick thinking that exemplify members of the Chicago police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this sixth day of February, 2008, do hereby congratulate Officer Andrew D. Jones and Officer Lonnie D. Young of the Chicago Police Department on their courageous and effective police work; and

Be It Further Resolved, That suitable copies of this resolution be presented to Police Officers Andrew D. Jones and Lonnie D. Young and placed on permanent record in their personnel files as a token of our esteem.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

At this point in the proceedings, the Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended appreciation and gratitude to Police Officers Andrew D. Jones and Lonnie D. Young for their heroic actions in apprehending a violent offender. Lauding the officers for their bravery and professionalism under dangerous and life-threatening circumstances, Mayor Daley observed that such a call to public service for the safety of others resonates deep within the men and women of our uniformed services. 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 Police Officers Andrew D. Jones and Lonnie D. Young to the Mayor's rostrum where he conveyed his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- MEMBERS OF DEPARTMENTS OF STREETS AND SANITATION AND FIRE HONORED FOR HEROIC LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Acting Snow Supervisor Melvin D. Loftus of the Department of Streets and Sanitation; Captain Jeffery Peretz, Lieutenant/Paramedic Patrick Kehoe, Ambulance Commander Carlos Martinez, Firefighters Anthony Garcia, Patrick Nee, Edward Brennan, Firefighter/Paramedic Joseph Kelly, Firefighter/E.M.T.s Eric Troken, John McGarvey, Patrick Coyne, Fire Paramedic Robert Greer and Engineer Patrick Arnold of the Chicago Fire Department and their exemplary conduct during the events of December 28, 2007.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On the midmorning of Friday, December 28, 2007, as a snowstorm swirled through the City of Chicago, Acting Snow Supervisor Melvin "Mel" D. Loftus of the Department of Streets and Sanitation was patrolling streets along Lake Shore Drive; and

WHEREAS, Mr. Loftus was startled to see two agitated joggers trying to flag him down. He stopped his vehicle, and learned from the joggers that a man had suffered a seizure, fallen into the freezing water at Montrose Harbor and was drowning; and

WHEREAS, Mr. Loftus immediately got on his radio and called the City Incident Center for help; and

WHEREAS, The Chicago Fire Department responded by swiftly dispatching Truck 22, Engine 83 and Ambulance 11. Mr. Loftus met the Fire Department crews and led them to the scene; and

WHEREAS, Seeing the victim flailing in the icy water eight feet below the shore wall, Lieutenant Paramedic Patrick Kehoe, in charge of Truck 22, had his team drop a lifeline with a ring to the man. In addition, members of Engine 83, under the command of Captain Jeffery Peretz, immediately placed an extension ladder into the nearly twenty-foot-deep waters; and

WHEREAS, The man, weakened and rapidly losing body heat, was unable to grasp the ladder, and was barely able to keep his head above the icy surface; and

WHEREAS, Seeing that immediate actions were needed, Firefighter/E.M.T. John McGarvey prepared a handcuff knot with a rescue strap and descended the ladder. He placed the special "rapid intervention strap" used to remove downed firefighters in fire emergencies and secured the strapping around the wrists of the victim. Firefighter Patrick Nee descended the shoreline ladder and placed the victim between the wall and himself so as to push the man up from below; and

WHEREAS, Working as a team, all the firefighters above the man and the firefighter on the ladder gave their utmost exertions to pull the man out of the water. The dead weight of the semiconscious, helpless victim, wearing soaking wet winter clothing, made the lift a challenge even for numerous rescuers; and

WHEREAS, Once on shore, the victim was placed on a backboard with a cervical collar, then onto a stretcher in the back of Ambulance 11. The paramedic team, under the direction of Ambulance Commander Carlos Martinez, cut off the man's wet clothing, placed heat packs on his body and wrapped him in dry blankets. They then administered oxygen, established an IV, and began to monitor his vital signs; and

WHEREAS, Despite the effects of the seizure, the traumatic fall into freezing waters, and hypothermia, the man's condition was stabilized as a result of the paramedic team's intense efforts, and he was transported in serious but stable condition to the Weiss Hospital emergency room; and

WHEREAS, Thanks to the quick thinking of the passing joggers and Mr. Loftus, coupled with the courageous efforts and coordinated tactics carried out by the firefighters and paramedics on the scene, a man's life was saved; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this sixth day of February, 2008, do hereby applaud the following individuals for their professionalism, valor and exceptional efforts:

Streets and Sanitation

Acting Snow Supervisor Melvin D. Loftus

Truck 22

Lieutenant Paramedic Patrick Kehoe

Firefighter Anthony Garcia

Firefighter Patrick Nee

Firefighter Edward Brennan

Firefighter/E.M.T. Eric Troken

Engine 83

Captain Jeffery Peretz

Engineer Patrick Arnold

Firefighter/Paramedic Joseph Kelly

Firefighter/E.M.T. John McGarvey

Firefighter/E.M.T. Patrick Coyne

Ambulance 11

Ambulance Commander Carlos Martinez

Fire Paramedic Robert Greer; and

Be It Resolved, That suitable copies of this resolution be presented to the above-named individuals, and placed on permanent record in their personnel files, as a token of our appreciation and esteem.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

At this point in the proceedings, the Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended appreciation and gratitude to Department of Streets and Sanitation Acting Snow Supervisor Melvin D. Loftus and the members of Fire Department Truck 22, Engine 83 and Ambulance 11 for their heroic, life-saving rescue of a victim who had fallen into the icy waters of Lake Michigan. Recognizing the uniquely effective combination of training, teamwork and discipline that he identified as the hallmark of the Chicago Fire Department and lauding the courage, resolve and decisiveness necessary to accomplish such a perilous rescue, Mayor Daley thanked the honorees for their vigilance and dedication on behalf of a grateful city. After calling the City Council's attention to the presence in the visitors' gallery of the families and friends of the honorees, Mayor Daley then invited Streets and Sanitation Acting Snow Supervisor Melvin D. Loftus, Fire Department Truck Lieutenant/Paramedic Patrick Kehoe, Firefighters Anthony Garcia, Patrick Nee and Edward Brennan and Firefighter/Emergency Medical Technician Eric Troken, Engine 83 Captain Jeffery Peretz, Engineer Patrick Arnold, Firefighter/Paramedic Joseph Kelley and Firefighters/ Emergency Medical Technicians John McGarvey and Patrick Coyne, Ambulance 11 Commander Carlos Martinez and Fire Paramedic Robert Greer to the Mayor's rostrum where he conveyed his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Referred -- REAPPOINTMENT OF REVEREND CHARLES E. ROBINSON AND MR. HENRY T. CHANDLER, JR. AS MEMBERS OF CHICAGO TRANSIT AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- I have reappointed Reverend Charles E. Robinson and

Henry T. Chandler, Jr. as members of the Chicago Transit Authority, to terms effective immediately and expiring September 1, 2014.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 24, SECTIONS 040, 060 AND 080 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF HEARING PROCEDURES ON COMPLAINTS FILED BEFORE DEPARTMENT OF CONSUMER 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 License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Consumer Services, I transmit herewith an ordinance amending Chapter 2-24 of the Municipal Code regarding hearing procedures.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 9, CHAPTERS 4, 16, 36, 40, 80 AND 100 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF PROVISIONS FOR MOTOR VEHICLE OPERATION RELEVANT TO BICYCLE SAFETY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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 amending various provisions of the Municipal Code regarding bicycle safety.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 9, CHAPTER 100, SECTION 101 OF MUNICIPAL CODE OF CHICAGO BY MODIFICATION OF INSTALLMENT PAYMENT PLANS FOR PARKING AND COMPLIANCE VIOLATIONS.

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

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance amending Section 9-100-101 of the Municipal Code regarding eligibility for ticket payment plans.

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 ILLINOIS NURSES ASSOCIATION.

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

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Human Resources, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with the Illinois Nurses Association.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF SERVICES AGREEMENT WITH CHICAGO DEVELOPMENT FUND FOR ADMINISTRATION OF NEW MARKETS TAX CREDIT PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an agreement with the Chicago Development Fund regarding the New Markets Tax Credit Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN SUBORDINATION AGREEMENT WITH AUGUSTA ASSOCIATES LIMITED PARTNERSHIP FOR CONSTRUCTION OF AFFORDABLE HOUSING AT 3301 -- 3307 WEST PALMER STREET AND 2142 -- 2156 NORTH SPAULDING 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

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a loan subordination agreement for Augusta Associates L.P.

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 AND WAIVER OF CERTAIN PERMIT FEES FOR CASA MORELOS L.P. AND CASA MORELOS APARTMENTS CORP. FOR DEVELOPMENT OF AFFORDABLE HOUSING AT 2015 SOUTH MORGAN 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

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a loan agreement and fee waiver for Morelos L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF AMENDMENT NUMBER 1 TO REDEVELOPMENT PLAN, EXPANSION OF REDEVELOPMENT PROJECT AREA AND ALLOCATION OF TAX INCREMENT FINANCING FOR CENTRAL WEST TAX INCREMENT FINANCING 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

February 6, 2008.

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 amending the Central West T.I.F. District.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF REDEVELOPMENT PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA AND ADOPTION OF TAX INCREMENT FINANCING FOR KENNEDY/KIMBALL TAX INCREMENT FINANCING 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

February 6, 2008.

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 creating the Kennedy/Kimball T.I.F. District.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF REDEVELOPMENT PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA AND ADOPTION OF TAX INCREMENT FINANCING FOR 134TH AND AVENUE K TAX INCREMENT FINANCING 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

February 6, 2008.

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 creating the 134th and Avenue K T.I.F. District.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REPEAL OF 26TH/KOSTNER, BLOOMINGDALE/LARAMIE AND ADDISON/KIMBALL TAX INCREMENT FINANCING DISTRICTS.

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

February 6, 2008.

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 repeal of various T.I.F. districts.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF TACH DEVELOPMENT COMPANY, L.L.C. AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT AND PAYMENT OF CERTAIN INCREMENTAL TAXES FOR DEVELOPMENT OF PARKS WITHIN WESTERN AVENUE SOUTH REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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 TACH Development Company , L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONSENT OF ASSIGNMENT OF RETAIL LEASE AT CHICAGO O'HARE AND MIDWAY INTERNATIONAL AIRPORTS FROM CBR, INC. TO CBR SPECIALITY RETAIL, INC. AND WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENT AT CHICAGO MIDWAY INTERNATIONAL AIRPORT UNTIL EXPIRATION OF LEASE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance consenting to the assignment of a lease agreement with CBR, Inc.

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 METROPOLITAN PIER AND EXPOSITION AUTHORITY CONCERNING INSTALLATION OF CHICAGO O'HARE AND MIDWAY INTERNATIONAL AIRPORTS FLIGHT INFORMATION DISPLAY SYSTEM AT MC CORMICK PLACE CONVENTION 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 Aviation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing execution of an intergovernmental agreement with the Metropolitan Pier and Exposition Authority regarding the installation of a flight information display system at McCormick Place.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- IMPLEMENTATION OF REVISED GROUND HANDLING OPERATIONS PERMIT FORM FOR CHICAGO O'HARE AND MIDWAY INTERNATIONAL AIRPORTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the implementation of a revised ground handling operations form.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF YEAR 2008 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT AWARDS TO PUBLIC SERVICE PROJECTS ADMINISTERED BY VARIOUS MUNICIPAL AGENCIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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 -- CREATION OF "CHICAGO LEADING ECONOMIC ADVANCEMENT, DEVELOPMENT AND SUSTAINABILITY IN THE 21ST CENTURY" (L.E.A.D.S.) PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Mayor's Office of Workforce Development, I transmit herewith an ordinance authorizing the provision of funding and contract authority for the L.E.A.D.S. program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LAND EXCHANGE WITH NORFOLK SOUTHERN RAILWAY COMPANY AND ILLINOIS INDIANA DEVELOPMENT COMPANY FOR ROADWAY IMPROVEMENT PROJECT AT EAST 130TH STREET AND SOUTH TORRENCE 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 Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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 a land exchange with the Norfolk Southern Railway Company and Illinois Indiana Development Company for purposes of roadway improvement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT WITH ETC PROPERTY MANAGEMENT, INC., INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399, INTERNATIONAL UNION OF OPERATING ENGINEERS AND LOCAL 399 EDUCATIONAL TRAINING FUND AND INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 BUILDING CORPORATION FOR TRAINING FACILITY AT 2230 SOUTH GROVE 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 Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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 amendment to a previously approved land sale at 2230 South Grove Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF HIGHLAND PARK CVS, L.L.C. AS PROJECT DEVELOPER, AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT AND SALE OF CITY-OWNED PROPERTY AT 737 WEST 103RD STREET FOR CONSTRUCTION OF CVS PHARMACY.

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

February 6, 2008.

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 a sale of city-owned property.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 9961 SOUTH CHARLES AVENUE TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH JOHN AND TANYA COFFMAN FOR REHABILITATION OF AFFORDABLE HOUSING UNDER PRESERVING COMMUNITIES TOGETHER PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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 sale of property located at 9961 South Charles Avenue pursuant to the Preserving Communities Together program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY FOR BENEFIT OF 73RD/UNIVERSITY TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENTS AT VARIOUS LOCATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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 ordinances authorizing execution of lease agreements.

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 AND EXECUTION OF DEVELOPMENT AND MAINTENANCE AGREEMENT WITH CENTRAL GREEN CORPORATION N.F.P. AND TACH DEVELOPMENT COMPANY, L.L.C. FOR CONSTRUCTION OF PUBLIC PARK WITHIN WESTERN AVENUE SOUTH TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and

Development, I transmit herewith an ordinance authorizing the acquisition of property and an associated 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 -- AUTHORIZATION FOR EXECUTION OF EQUIPMENT MAINTENANCE/LOCATION ACCESS INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2008.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet Management, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority regarding vehicle repair and maintenance.

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 Miguel del Valle, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- NOTIFICATION OF SALE OF CITY OF CHICAGO O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT THIRD LIEN REVENUE BONDS SERIES 2008A, B, C AND D.

A communication from Mr. Paul A. Volpe, Chief Financial Officer, under the date of January 31, 2008, transmitting the Certificate Pursuant to Bond Ordinance, the Schedule of Maturities, the Acknowledgment of Filing, the Contract of Purchase and the Official Statement for the issuance and sale of City of Chicago O'Hare International Airport Third Lien Revenue Bonds Series 2008A, B, C and D, which was *Placed on File.*

Placed On File -- NOTIFICATION OF SALE OF CITY OF CHICAGO O'HARE INTERNATIONAL AIRPORT PASSENGER FACILITY CHARGE REVENUE REFUNDING BONDS, SERIES 2008A.

A communication from Mr. Paul A. Volpe, Chief Financial Officer, under the date of January 31, 2008, transmitting the Certificate Pursuant to Bond Ordinance, the Schedule of Maturities, the Acknowledgment of Filing, the Contract of Purchase and the Official Statement for the issuance and sale of City of Chicago O'Hare International Airport Passenger Facility Charge Revenue Refunding Bonds Series 2008A, which was *Placed on File.*

Placed On File -- NOTIFICATION AS TO REVOCATION OF PRIOR PROXIES AND SELECTION OF ADDITIONAL PROXIES TO AFFIX SIGNATURE OF MAYOR OF CITY OF CHICAGO TO VARIOUS DOCUMENTS.

A communication from the Honorable Richard M. Daley, Mayor, under the date of January 17, 2008, designating Mr. Paul A. Volpe as proxy to affix signature of the Mayor of the City of Chicago to any bond, note or other financial instrument required to be signed by the

mayor; Mr. Montel M. Gayles as proxy to affix signature of the Mayor of the City of Chicago to any contract or modification agreement whose execution is authorized by the Illinois Municipal Purchasing Act or Title 2, Chapter 92 of the Municipal Code of Chicago; Mr. Brian S. Murphy as proxy to affix signature of the Mayor of the City of Chicago to any license, permit, contract, change order, ordinance, bond, deed, grant document or any other written instrument required to be signed by the Mayor; and Ms. Mara S. Georges as proxy to affix signature of the Mayor of the City of Chicago to any license, permit, contract, change order, ordinance, bond, deed, grant document or any other written instrument required to be signed by the Mayor and revocation of all prior proxies designated by the Honorable Richard M. Daley, Mayor, which was *Placed on File.*

Placed On File -- NOTIFICATION OF APPOINTMENT OF VARIOUS MEMBERS OF COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS TO PERMANENT SUBCOMMITTEE ON MINORITY-OWNED BUSINESS ENTERPRISES AND WOMEN-OWNED BUSINESS ENTERPRISES AFFIRMATIVE ACTION MATTERS.

A communication from the Honorable Carrie M. Austin, Chairman, Committee on the Budget and Government Operations, under the date of January 4, 2008, transmitting the appointment of the following aldermen as members of the permanent Subcommittee on Minority-Owned Business Enterprises and Women-Owned Business Enterprises Affirmative Action matters: Alderman Carrie M. Austin (Chairman), Alderman Freddrenna M. Lyle, Alderman Anthony Beale, Alderman John A. Pope, Alderman Latasha R. Thomas, Alderman Ricardo Muńoz, Alderman Billy Ocasio, Alderman Isaac S. Carothers, Alderman Ray Suarez, Alderman Thomas Tunney, Alderman Helen Shiller and Alderman Joe Moore, which was *Placed on File.*

Placed On File -- NOTIFICATION OF APPOINTMENT OF VARIOUS MEMBERS OF COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS TO PERMANENT SUBCOMMITTEE ON MISCELLANEOUS MATTERS.

A communication from the Honorable Carrie M. Austin, Chairman, Committee on the Budget and Government Operations, under the date of January 4, 2008, transmitting the appointments of the following aldermen as members of the Committee on the Budget and Government Operations permanent Subcommittee on Miscellaneous Matters: Alderman Patrick J. Levar (Chairman), Alderman Carrie M. Austin, Alderman Michelle Harris, Alderman James A. Balcer, Alderman George A. Cardenas, Alderman Virginia A. Rugai, Alderman Michael R. Zalewski,

Alderman Daniel S. Solis, Alderman Walter Burnett, Jr., Alderman Emma Mitts, Alderman Thomas Tunney and Alderman Helen Shiller, which was *Placed on File*.

Placed On File -- AMENDMENT NUMBER 1 TO CENTRAL WEST REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCE PROGRAM REDEVELOPMENT PLAN AND PROJECT.

A communication from Mr. Adam R. Walker, Assistant Corporation Counsel, under the date of February 4, 2008, transmitting Amendment Number 1 to the Central West Tax Increment Finance Program Redevelopment Plan and Project for the Central West Redevelopment Project Area, which was *Placed on File.*

Placed On File -- INDEPENDENT POLICE REVIEW AUTHORITY'S QUARTERLY REPORT FOR PERIOD ENDING DECEMBER 31, 2007.

A communication from Ms. Ilana B. R. Rosenzweig, Chief Administrator, Independent Police Review Authority, under the date of January 15, 2008, transmitting, pursuant to Title 2, Chapter 57, Section 110 of the Municipal Code of Chicago, the Independent Police Review Authority's quarterly report concerning investigation of allegations of misconduct by Chicago police officers for the period of October 1, 2007 through December 31, 2007, which was *Placed on File.*

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

January 9, 2008.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were

passed by the City Council on January 9, 2008, 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 February 5, 2008 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 January 9, 2008, 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.

February 1, 2008.
(Special Meeting)

Tribute To Late Honorable Mayor Eugene Sawyer, Jr.

The City Clerk informed the City Council that the call for a special meeting and a memorial resolution and appropriate comments thereto which were adopted by the City Council on February 1, 2008, 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 February 5, 2008 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 special meeting held on February 1, 2008, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

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

Banco Popular North America -- to classify as a B1-1 Neighborhood Shopping District instead of an RS2 Residential Single-Unit (Detached House) District and a B1-1 Neighborhood Shopping District the area shown on Map Number 3-I bounded by:

an east/west line 109.86 feet north of and parallel to West Division Street; a north/south line 165.11 feet east of and parallel to North California Avenue; an east/west line 79.72 feet north of and parallel to West Division Street; a north/south line 140.3 feet east of and parallel to North California Avenue; an east/west line 62.08 feet north of and parallel to West Division Street; a north/south line 139.22 feet east of and parallel to North California Avenue; West Division Street; and North California Avenue.

Chicago Title Land Trust Number 1107167, dated May 17, 1999, Standard Bank & Trust Number 17471, dated October 16, 2002 and Prairie Bank & Trust Number 04-064, dated April 4, 2004 , in care of Marino & Associates P.C. -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of a B1-2 Neighborhood Shopping District and a B3-2 Community Shopping District the area shown on Map Number 14-H bounded by:

a line 338.11 feet north of and parallel to West 58th Street; the public alley next east of and parallel to South Western Avenue; a line 68.28 feet north of and parallel to West 58th Street; and South Western Avenue.

Conforti Holdings Series L.L.C. 3066, in care of Law Offices of Samuel V.P. Banks -- to classify as a C1-3 Neighborhood Commercial District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 7-H bounded by:

North Clybourn Avenue; a line 150 feet southeast of the intersection of North Clybourn Avenue and North Oakley Avenue (as measured along the southwesterly right-of-way line of North Clybourn Avenue and perpendicular thereto); the alley next southwest of and parallel to North Clybourn Avenue; and North Oakley Avenue.

Davies L.L.C., in care of Law Offices of Samuel V.P. Banks -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District and an M1-1 Limited Manufacturing District and further, to classify as Residential Planned Development Number _____ instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 5-N bounded by:

a line 220.18 feet south of and parallel to West Fullerton Avenue or the line thereof extended; a line 350 feet east and parallel to the alley next east of and parallel to North Normandy Avenue; a line from a point 350 feet east of the alley next east of and parallel to North Normandy Avenue and 775.89 feet south of West Fullerton Avenue or the line

thereof extended; to a point, 328 feet east of the alley next east of and parallel to North Normandy Avenue and 720.69 feet south of West Fullerton Avenue or the line thereof extended; a line 720.69 feet south of and parallel to West Fullerton Avenue or the line thereof extended; a line 310 feet east of and parallel to the alley next east of and parallel to North Normandy Avenue; a line 570.89 feet south of and parallel to West Fullerton Avenue or the line thereof extended; the alley next east of and parallel to North Normandy Avenue; a line 316 feet south of and parallel to West Fullerton Avenue; North Normandy Avenue; a line 284 feet south of and parallel to West Fullerton Avenue; and the alley next east of and parallel to North Normandy Avenue.

Divine Dwellings Inc., in care of Law Offices of Samuel V.P. 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 1-I bounded by:

a line 125 feet south of and parallel to West Huron Street; North Rockwell Street; a line 175 feet south of and parallel to West Huron Street; and the alley next west of and parallel to North Rockwell Street.

Forman Realty Corporation -- to classify as Residential Planned Development District instead of an RM6.5 Residential Multi-Unit District the area shown on Map Number 7-F bounded by:

a line 148.57 feet north of and parallel to West Oakdale Avenue; North Sheridan Road; West Oakdale Avenue; and a line 160.77 feet west of and parallel to North Sheridan Road.

Mr. Arturo Garza -- to classify as a B3-1.5 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 12-J bounded by:

the alley next west of South Kedzie Avenue; a line 108.50 feet north of West 52nd Street; South Kedzie Avenue; and a line 83.50 feet north of West 52nd Street.

Ms. Anna Harris -- 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 16-E bounded by:

a line 448 feet north of and parallel to East 69th Street; South Dr. Martin Luther King, Jr. Drive; a line 391.50 feet north of and parallel to East 69th Street; and the public alley next west of and parallel to South Dr. Martin Luther King, Jr. Drive.

The Interfaith Housing Development Corporation of Chicago -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 14-G bounded by:

West 56th Street; South Halsted Street; a line 298.76 feet north of the north line of West 57th Street; and the alley next west of and parallel to South Halsted Street,

also, to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 14-G bounded by:

a line 298.76 feet north of the north line of West 57th Street; South Halsted Street; West 57th Street; and the alley next west of and parallel to South Halsted Street.

Andrea Lieu, in care of Law Offices of Samuel V.P. Banks -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 19-H bounded by:

a line 205.68 feet south of and parallel to West Birchwood Avenue; the alley next east of and parallel to North Western Avenue; a line 281.68 feet south of and parallel to West Birchwood Avenue; and North Western Avenue.

Mr. Thomas Mancine, in care of Marino & Associates P.C. -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-F bounded by:

a line 181 feet north of and parallel to West 32nd Street; the public alley next east of and parallel to South Shields Avenue; a line 156 feet north of and parallel to West 32nd Street; and South Shields Avenue.

Mark Properties, Inc. -- 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 6-F bounded by:

the alley next north of West 22nd Place; a line 325.00 feet west of South Wentworth Avenue; West 22nd Place; and a line 375.00 feet west of South Wentworth Avenue.

Mr. Michael Mertz -- 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 15-G bounded by:

the public alley next north of and parallel to West Rosemont Avenue; a line 161.31 feet east of and parallel to North Greenview Avenue; West Rosemont Avenue; and a line 126.13 feet east of and parallel to North Greenview Avenue.

Mr. Bryan A. Lorence and Ms. Kathryn A. Meyers -- 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 5-H bounded by:

a line 96.05 feet north of and parallel to West Moffat Street; the public alley next east of and parallel to North Hoyne Avenue; a line 72 feet north of and parallel to West Moffat Street; and North Hoyne Avenue.

MJK Developers, in care of Mr. James J. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

West St. Paul Avenue; the alley next east of and parallel to North Western Avenue; a line 70.5 feet south of and parallel to West St. Paul Avenue; and North Western Avenue.

Mr. William Ohayer -- to classify as an RM5.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-J bounded by:

West George Street; North Hamlin Avenue; a line 34.04 feet south of and parallel to West George Street; and the public alley next west of and parallel to North Hamlin Avenue.

Palos Bank & Trust Co., as trustee under Trust Number 15323 -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 12-L bounded by:

a line 123.82 feet north of and parallel to West 48th Street; South Cicero Avenue; West 48th Street; and the public alley next west of and parallel to South Cicero Avenue.

PDC/VLG Narragansett, L.L.C., in care of Law Offices of Samuel V.P. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 16-N bounded by:

a line 50 feet north of and parallel to West 65th Street; South Narragansett Avenue; West 65th Street; and the alley next west of and parallel to South Narragansett Avenue.

PT Chicago, L.L.C. -- to classify as Residential-Business Planned Development Number 233, as amended, instead of Residential Business Planned Development Number 233 the area shown on Map Numbers 1-F and 2-F bounded by:

West Washington Boulevard; North Desplaines Street; West Madison Street; South Clinton Street; West Monroe Street; a line 203.9 feet west of and parallel to South Desplaines Street; a line 198.49 feet north of and parallel to West Monroe Street; a line 229.4 feet west of and parallel to South Desplaines Street; West Madison Street; and the east right-of-way line of the John F. Kennedy Expressway.

Raji Ross -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 16-I bounded by:

West 63rd Street; a line 83 feet east of and parallel to South Maplewood Avenue; the public alley next south of and parallel to West 63rd Street; and a line 33 feet east of and parallel to South Maplewood Avenue.

Mr. Tadeusz Sandrzyk -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 12-K bounded by:

a line 30.00 feet north of and parallel to West 50th Street; the public alley next west of and parallel to South Keating Avenue; a line 60.00 feet north of and parallel to West 50th Street; and South Keating Avenue.

Ms. Dolores Secor, sole beneficiary under Trust Number 2496, in care of Law Offices of Samuel V.P. Banks -- to classify as a B3-1 Community Shopping District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 2-H bounded by:

West Adams Street; a line 192 feet east of and parallel to South Wolcott Avenue; the alley next south of and parallel to West Adams Street; and a line 25 feet east of and parallel to South Wolcott Avenue.

Mr. Matthew Stevens, Mr. Thomas Stevens and Ms. Edna M. Howard, equal partners in the Stevens Family Limited Partnership, the beneficiary of Chicago Title Land Trust Number 48001335 -- to classify as an RT3.5 Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-G bounded by:

a line 80.12 feet south of West Lawrence Avenue (as measured along the east boundary line of North Dover Street); the public alley next east of and parallel to North Dover Street; a line 116.12 feet south of West Lawrence Avenue (as measured along the east boundary line of North Dover Street); and North Dover Street.

Wabash Development Group Corp. -- to classify as a B3-5 Community Shopping District instead of an M2-2 Light Industry District and further, to classify as Residential Business Planned Development Number _____ instead of a B3-5 Community Shopping District the area shown on Map Number 6-F bounded by:

a line 193.57 feet northwest of West 24th Place (as measured along the easterly line of South Wallace Street); a line 236.55 feet northeast of South Wallace Street and parallel thereto; West 24th Place; and South Wallace Street.

Mr. Leon Walker -- to classify as a C1-2 Neighborhood Commercial District instead of a C1-2 Neighborhood Commercial District and a B1-1 Neighborhood Shopping District the area shown on Map Number 16-C bounded by:

a line 353 feet north of East 71st Street (as measured along the easterly line of South Stony Island Avenue); the public alley next east of and parallel to South Stony Island Avenue; a line 78 feet north of and parallel to East 71st Street (as measured along the easterly line of South Stony Island Avenue); and South Stony Island Avenue.

Western Springs National Bank & Trust Number 4109 -- 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 2-I bounded by:

a line 25 feet north of and parallel to West Gladys Avenue; the public alley next east of and parallel to South Washtenaw Avenue; West Gladys Avenue; and South Washtenaw Avenue.

Javaid Zafar -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 20-G bounded by:

the public alley next north of and parallel to West 87th Street; a line 90.9 feet east of and parallel to South Ashland Avenue; West 87th Street; and South Ashland Avenue.

Mark and Debra Zoller -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 16-L bounded by:

West 63rd Street; South Lamon Avenue; the public alley next south of and almost parallel to West 63rd Street (or a line 111.19 feet south of and almost parallel to the south boundary line of West 63rd Street, as measured along the west boundary line of South Lamon Avenue); and a line 132.67 west of and parallel to South Lamon Avenue.

53rd - Pulaski, L.L.C. -- to classify as a C1-1 Neighborhood Commercial District instead of an M2-1 Light Industry District the area shown on Map Number 12-K bounded by:

a line 813.34 feet north of and parallel to 54th Street; South Pulaski Road; a line 496.34 feet north of and parallel to 54th Street; and a line 190.73 feet west of and parallel to South Pulaski Road.

535 St. Clair, Inc. -- to classify as Residential-Business Planned Development Number 998, as amended, instead of Residential-Business Planned Development Number 998 the area shown on Map Number 1-E bounded by:

East Ohio Street; a line 50.00 feet east of and parallel to North St. Clair Street; a line 109.0 feet north of and parallel to East Grand Avenue; a line 216.33 feet east of and parallel to North St. Clair Street; East Grand Avenue; and North St. Clair Street.

1816 N. California 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 5-I bounded by:

a line 355 feet south of and parallel to West Cortland Street; North California Avenue; a line 530 feet south of and parallel to West Cortland Street; and the alley next west of and parallel to North California Avenue.

5331 South Cicero, L.L.C. -- to classify as a C2-5 Motor Vehicle-Related Commercial District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 12-K bounded by:

West 53rd Street; South Keating Avenue; the east/west public alley next south of and parallel to West 53rd Street; the north line of the Indiana Harbor Belt Railroad, starting at a point located 132.13 feet east of the east line of South Kilpatrick Avenue and located on the south line of the east/west public alley south of West 53rd Street, running southwest then west to a point on the west line of South Cicero Avenue, 150.39 feet south of the south line of the east/west alley south of West 53rd Street; and South Cicero Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allen Calvin L., Allstate Insurance Company and Linda Mason, Arlys Jakob K., Avila Karla P.;

Banks Jennifer L., Barabas John E., Barakat Jim J., Baugh Gary N., Beharic Admir, Bell Thomas E., Bolling Mary E., Brady Beverly A., Brandes Patricia A., Braun Maggie E., Brenner Deborah A., Bridges Gladis, Bumgardner Theresa J.;

Canlon Matt J., Carrera Noemi, Carter David G., Carter Leo, the CCS Companies/Safeco Insurance Company and Marian Kula, Chamberlin William, Champman Bennie Jr., Chen Fen L., Chraca David T., Cobb Michelle T., Collins Denise N., Conley Thomas N., Connley Michelle D., Crain Robert F.;

Davis Denise J., Davis Jarvette L., Davis-Garrett Deborah E., Dawson Deanna P., De La Rosa Eulalia V., Deloney Kenyette A., DeWitt Cleveland, Diaz Andres A., Dipierro Elvira, Doe Brian R., Donohoe Denise, Duffy Elizabeth, Duranovic Eddie;

E. J. Sievers Co., Elliott Valerie K., Estepaniance Robert, Estrada Magdalena (2);

Farr Corazon A., Fenchel Joel H., Flynn Sean M., Fornek Kimberly J., Foster Henry C., Founders Insurance Company and Marek Rajewski, Freeman Norma J., Freeman Walter A., Fritz Rochelle T., Fuertes Raul;

Galindo Jose J., Garth Lois G., Gaziano Loredana, Geico Insurance Company and Lee Henry, Goderis Joshua R., Goldberg Michelle, Gonzalez Celestino, Goring Steve A., Grace Cynthia R., Grayson Ora D., Greer Elaine J., Gricus John E., Grizzard John B., Guereca Silvia, Gutwaks Abraham;

Hammel Joseph F., Harney James, doing business as Aberdeens Florist, Harris Carla M., Hicks Katherine E., Hidalgo Stanley, Hill Nikki, Holtshirley Tracey L., Hunter Toya;

Illinois Farmers Insurance Company and Raul and Maria Rosales, Inslee Aimee C., Isakson Steven;

Jack Alyson N.; Jackson Anthony, Jackson Darryl W., Johnson Celeste, Johnson Jimmy, Johnson Sharlene, Jones-Johnson Constance J.;

Kaczmarski Angela L., Karlson Lisa A., Kashuba Adrianna B., King Vanessa, Kingery Steel Fabricators, Inc., Kittoe Kristin M., Kleinschmidt Don W., Ko Grace, Korzen Ashley K., Kozy Michael, Kozyerinsky Oleksandr, Krakora Heather D., Krebs Elizabeth M., Kulikauskas Irene V., Kurtek Phyllis M.;

La Susa Katherine, Langlois Kerry R., Larson Jessica J., Laurel Miguel, Lepore Michael A., Lett Nancy A., Leyden Jeanne M., Lignel Mathieu, Lopez Antonia, Lopez Emilia, Lowe Samuel, Luna Ramiro;

Macey Robert, Malas Mark K., Mangawan Diego A., Marquez Adriana, Matthews Rose M., May Loren D., McCartee Shawn, McCullough Lynette, Metropulos Eftyhia E., Mhoon Ernest E., Middlebrooks-Hill Felicia, Mielczarek Gregory A., Milhouse Rachel J., Miller-Winston Donna L., Mitchell Joan, Mlsna Catherine S., Moore Jeri N., Moore Peter J., Mrofka Robert J., Mulroy Paul T.;

Navarro Steve, Novy Elizabeth A.;

Obermaier Richard J., O'Connell James P., O'Connell, Trinin, Miller & Burns, L.L.C. and Heidi M. Emmett, Only Good Things, Inc., in care of John Mazus, Ortiz Edward, Osness Nancy M.;

Padilla Charles, Park Seung, Parker Gregory, Patient Larry, Paul Allen, Perez Gerardo, Perry Mecca, Pieczonka Diana M., Pina Vicente, Pisarek Jeffrey J., Porter Nedra C.,

Pride Karen E. (2), Pritchard Heather M., Pritchett James B., Progressive Insurance Company and Paul Bertin, Pruett Charles E., Puralewski Robert, Pusateri Charles A.;

Quinones Robert;

Rafferty Jennifer, Ramos Carmen, Ramirez Salvador, Randall Spears, Ray Theresa A., Redding Gloria, Renier Lenore M., Rhea Renell L., Riordan John P., Robinson Dimitri J., Rock Eric R., Rosa Edwin, Rowe Steve;

Sage Patricia J., Sanchez Amy, Santiago Paula, Santoro Donna M., Scaletta Michael L., Scumaci Dominick, Shoup Shirley F., Siegel Robert L., Simmons Catherine E., Skoraczewski Tina M., Smith Andrew T., Smith Jo Anne, Soto Milagros, State Farm Insurance (3) Jung Chin, Leathia Short and Rennie Simmons, Sullivan Raymond J., Superior Ambulance, Unit Parked, Sutton Lamont;

Tanimowo ReShawn, Taylor Flowers A., Thigpen Charles L., Thoma Larry B., Thomas Shunte D., Toliver Shirley A., Torres Leticia, Trevino Antonio, Turri Adrienne R.;

Vasquez Luis A., Vasquez Yvette, Vollan Greg W.;

Wajda Piotr, Ward Eriae A., Webster Lindsey, Wiggins Charles Jr., Williams Felicia E., Wilson Daphne R., Wolod Rochard E., Wright Shamika;

Yehudah Yesse B., Young Catherine M.;

Zak Dave R., Zimmer Barbara L., Zoeller Joanne.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MR. LIONEL F. ALONZO AS MEMBER OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

REAPPOINTMENT OF MR. OPAL C. MALCOLM AS MEMBER OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MS. DIANE L. DOYNE AS MEMBER OF LINCOLN PARK COMMISSION (SPECIAL SERVICE AREA NUMBER 23).

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Diane L. Doyne as a member of the Lincoln Park Commission (Special Service Area Number 23), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Diane L. Doyne as a member of the Lincoln Park Commission (Special Service Area Number 23) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. CHRISTOPHER F. KIEFOR AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NUMBER 29).

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MS. JACQUELINE E. VASSAR AS MEMBER OF AUBURN GRESHAM COMMISSION (SPECIAL SERVICE AREA NUMBER 32).

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Jacqueline E. Vassar as a member of the Auburn Gresham Commission (Special Service Area Number 32), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Jacqueline E. Vassar as a member of the Auburn Gresham Commission (Special Service Area Number 32) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. MAJID A. MUSTAFA AS MEMBER OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NUMBER 43).

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Majid A. Mustafa as a member of the Devon Avenue Commission (Special Service Area Number 43), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Majid A. Mustafa as a member of the Auburn Gresham Commission (Special Service Area Number 43) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MS. MARCIA E. BLAKE, MS. SHIRLEY J. MAKINNEY AND MS. SUSAN REYNA-GUERRERO AS MEMBERS OF 103RD STREET BEVERLY COMMISSION (SPECIAL SERVICE AREA NUMBER 44).

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Marcia E. Blake, Shirley J. Makinney and Susan Reyna-Guerrero as members of the 103rd Street Beverly Commission (Special Service Area Number 44), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Marcia E. Blake, Ms. Shirley J. Makinney and Ms. Susan Reyna-Guerrero as members of the 103rd Street Beverly Commission (Special Service Area Number 44) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. SEAN P. MC LAUGHLIN AND MR. JOHN J. SIMMERLING AS MEMBERS OF 103RD STREET BEVERLY COMMISSION (SPECIAL SERVICE AREA NUMBER 44).

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Sean P. McLaughlin and John J. Simmerling as members of the 103rd Street Beverly Commission (Special Service Area Number 44), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Sean P. McLaughlin and Mr. John J. Simmerling as members of the 103rd Street Beverly Commission (Special Service Area Number 44) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

AMENDMENT OF TITLE 2, CHAPTER 12, SECTION 060 OF MUNICIPAL CODE OF CHICAGO REGARDING CLAIMS AGAINST CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, February, 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of Section 2-12-060 of the Municipal Code of Chicago regarding claims against the city, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 pursuant to the 1970 Illinois Constitution, Article VII, Section 6 (a); and

WHEREAS, Pursuant to its home rule powers, the City of Chicago may exercise any power and perform any function relating to its government and affairs including promoting the health, welfare and safety of its citizens; and

WHEREAS, In this day of technological advancements, the "digital divide" becomes more apparent by the lack of access to computers for the elderly and less fortunate; and

WHEREAS, Access to typewriters is also becoming more difficult as they are being replaced by computers and other technologies; and

WHEREAS, More than ever, it is critical that the City of Chicago provide clear guidelines for organizations whose sole purpose is to feed hungry Chicago families with healthy meals; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated herein and made part hereof as though fully set forth herein.

SECTION 2. Section 2-12-060 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

2-12-060 Claims Against The City.

The city clerk shall deliver without delay to the committee ~~on claims and liabilities~~ on finance of the city council all statements of claims against the city which he shall receive from the members of the public at large. Such statements shall be ~~Typed~~ printed legibly and neatly on approved forms before submission to the city clerk.

SECTION 3. This ordinance shall take effect upon passage and publication.

AMENDMENT OF TITLE 3, CHAPTER 33, SECTIONS 030 AND 060 OF MUNICIPAL CODE OF CHICAGO REGARDING IMPOSITION OF SUPPLEMENTAL REAL ESTATE TRANSFER TAX FOR BENEFIT OF AND AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance

authorizing the amending of Section 3-33-030 of the Municipal Code of Chicago regarding the real estate transfer tax and the authority to enter into and execute an intergovernmental agreement with the Chicago Transit Authority, 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.

Aldermen Allen, Stone and Colón voted "No".

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, Dowell, Preckwinkle, Lyle, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Solis, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Banks, Mitts, Allen, Laurino, O'Connor, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 41.

Nays -- Aldermen Fioretti, Jackson, Dixon, Colón, Doherty, Stone -- 6.

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

Alderman Burnett invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he has a license with a financial service that has a prior business relationship with the Chicago Transit Authority.

The following is said ordinance as passed:

WHEREAS, The Chicago Transit Authority ("C.T.A.") is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, The City of Chicago ("City") is a municipal corporation and a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The C.T.A. is critical to mobility in the City and suburbs, and is a regional transit agency; and

WHEREAS, The C.T.A. each day provides nearly one million six hundred thousand (1,600,000) rides to transit customers who use the C.T.A. to get to work, school, obtain medical care, provide care to the elderly and infirm and attend to the needs of family members; and

WHEREAS, The current funding formula for public transportation in the Chicago area was established in 1983 and is outdated; and

WHEREAS, The C.T.A. and its union partners have negotiated the terms of a collective bargaining agreement which includes some retiree benefit concessions thereby providing for the long-term financial stability of C.T.A. operations, retiree pension and retiree health care; and

WHEREAS, Pursuant to P.A. 94-839, effective June 6, 2006, the C.T.A. is required to separate the funding for C.T.A. retiree health care benefits from the funding for the retirement system by January 1, 2009 and to develop a financing plan sufficient to ensure that the retirement system is ninety percent (90%) funded by 2059; and

WHEREAS, Pursuant to P.A. 95-708, effective January 18, 2008, the C.T.A. has been provided some but not all funds necessary for operations and the financial instruments necessary to secure the fiscal stability of its retiree pension and health care plans; and

WHEREAS, The City recognizes that the C.T.A. needs additional funding for the above-stated essential purposes, thus necessitating a supplemental tax; and

WHEREAS, The City Council urges the Pension Fund Trustees to set fifty percent (50%) diversity goals (to minority- and women-business enterprise programs) when obtaining Pension Fund Trust Services, inclusive of Investment Bank and Bond counsel services, and urges the C.T.A. Board to also express support for such goals; and

WHEREAS, The City Council urges the Retiree HealthCare Fund Trustees to set fifty percent (50%) diversity goals (to minority- and women-business enterprise programs) when obtaining Pension Fund Trust Services, inclusive of Investment Bank and Bond counsel services, and urges the C.T.A. Board to also express support for such goals; now, therefore,

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

SECTION 1. Sections 3-33-030 and 3-33-060 of the Municipal Code of Chicago are hereby amended by inserting the underscored language, as follows:

3-33-030 Tax Imposed.

A. Except as otherwise provided in this chapter, a tax is imposed upon the privilege of transferring title to, or beneficial interest in, real property located in the city, whether or not the agreement or contract providing for the transfer is entered into the city. The tax shall be at the rate of $3.75 per $500.00 of the transfer price, or fraction thereof, of the real property or the beneficial interest in real property.

(Omitted text is unaffected by this ordinance.)

F. Pursuant to Section 8-3-19 of the Illinois Municipal Code, 65 ILCS 5/8-3-19, as amended, a supplemental tax at the rate of $1.50 per $500.00 of the transfer price, or fraction thereof, shall be imposed on transfers taking place on or after April 1, 2008, for the purpose of providing financial assistance to the Chicago Transit Authority (for purposes of this section, "C.T.A."). This supplemental tax shall be referred to as the "C.T.A. portion" of the Chicago Real Property Transfer Tax, and the tax imposed pursuant to subsection A of this section shall be referred to as the "City portion". Pursuant to an intergovernmental agreement to be entered into between the department of revenue (for purposes of this section, "Department") and the C.T.A, the Department shall administer and enforce the C.T.A. portion of the tax. The intergovernmental agreement shall include a reasonable collection fee for the Department, which may be based on a percentage of the gross collections of the C.T.A. portion of the tax. Except as otherwise provided herein, all terms of this chapter and any rules and regulations issued by the Department shall apply to the C.T.A. portion of the tax in the same manner as they apply to the City portion. All amounts of the C.T.A. portion collected, after fees for costs of collection, shall be provided to the C.T.A., as promptly as practicable upon their receipt, as provided in the intergovernmental agreement. The Department shall file a report with the Illinois Department of Revenue each month certifying the amount paid to the C.T.A. in the previous month from the proceeds of the supplemental tax.

(Omitted text is unaffected by this ordinance.)

3-33-060 Exempt Transfers.

Subject to the requirement contained in subsection 3-33-070(C) of this chapter, the following transfers are exempt from the tax imposed by this chapter:

(Omitted text is unaffected by this ordinance.)

O. Transfers in which the transferee is a person 65 years of age or older who demonstrates, by proof acceptable to the Chicago Tax Assistance Center, (1) that he will occupy the property as his principal dwelling place for at least one year following the transfer, and (2) that the transfer price is $250,000.00 or less; provided, that this exemption applies only to the C.T.A. portion of the tax; and provided further, that this exemption shall be administered in the form of a refund for which the transferee desiring the refund shall apply to the Chicago Tax Assistance Center within three years following the transfer.

SECTION 2. The City of Chicago, acting through the Department of Revenue, is hereby authorized to enter into an intergovernmental agreement with the C.T.A., such agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 3. The 2008 annual appropriation ordinance is hereby amended by adding the words and figures indicated in Exhibit B attached hereto.

SECTION 4. Upon this ordinance's passage, the Department of Revenue shall file a copy of this ordinance with the Illinois Department of Revenue.

SECTION 5. This ordinance shall be in force and effect upon passage and approval.

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

Exhibit "A"

Intergovernmental Agreement.

This Intergovernmental Tax Collection Agreement ("Agreement") is entered into as of this _____ date of 2008, by and between the City of Chicago ("City") and the Chicago Transit Authority ("C.T.A."). In consideration of the mutual promises contained in this Agreement, and as contemplated by Section 8-3-19 of the Illinois Municipal Code, 65 ILCS 5/8-3-19, as amended, and Section 3-33-030 of the Municipal Code of Chicago ("Code"), the City and the C.T.A. agree as follows:

Whereas, The C.T.A. is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

Whereas, The City is a municipal corporation and a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

Whereas, The City and the C.T.A. have each been duly authorized to enter into this Agreement;

Now, Therefore, The parties hereto, in consideration of the mutual covenants here and after contained, agree as follows:

1. The foregoing recitals are expressly incorporated by reference and made part of this Agreement as though fully set forth below.

2. The City, through its Department of Revenue ("Department"), will collect the C.T.A. Portion of the City's Real Property Transfer Tax ("Tax"), Code Chapter 3-33, as the term "C.T.A. Portion" is defined in Code Section 3-33-030, and remit the Tax to the C.T.A., less: (a) a collection fee equal to one and zero-tenths percent (1.0%) of the gross collections of the C.T.A. Portion of the Tax during the month, (b) any refunds of the C.T.A. Portion of the Tax paid during the month, and (c) the C.T.A.'s pro rata share of any agreed-upon collection enhancement costs incurred by the Department during the month, such as computer system enhancements. The resulting amount is referred to hereafter as the "Net Proceeds" of the C.T.A. portion of the Tax.

3. The Department will provide the Net Proceeds to the C.T.A., by the last business day of the month following the month of their collection by the Department, along with a summary of the gross amount of tax collected, a summary of the gross amount of the C.T.A. Portion collected, the collection fees withheld, the refunds deducted, and the agreed-upon collection enhancement costs withheld, if any. Upon request, the Department will also make available to the C.T.A. all documentation and information that the C.T.A. may reasonably require to determine the accuracy of the amounts collected, remitted and withheld.

4. Upon request, the Department will report to the City Council, Committee on Finance, regarding its activities under this Agreement.

5. The Department, or its agent or designee, is authorized by the C.T.A. to take all necessary steps to administer and enforce the C.T.A. Portion of the Tax, including but not limited to: issuing tax forms and tax stamps; conducting investigations and audits; issuing assessments for tax, interest, penalties and/or fines; processing refund claims; issuing rules and regulations; issuing information bulletins and other notices; and, in conjunction with the City's Department of Law, commencing or defending legal proceedings, at the administrative level or in court, obtaining judgments, negotiating and executing settlements, and taking all other legal actions deemed necessary by the Department to enforce and/or defend the Tax.

6. The Department and the C.T.A. agree not to disclose to third parties any information provided to either of them by the other (or by the other party's agents, contractors or subcontractors) that is confidential under Section 3-4-80 of the Code, except as ordered by court or otherwise provided by law.

7. No official, employee or agent of either the City or the C.T.A., shall be charged personally by the other party (or by any of the other party's agents, contractors, subcontractors or assignees) with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the City or the C.T.A.'s execution, attempted execution or breach of this Agreement.

8. The projected C.T.A. Portion of the City Real Estate Transfer Tax shall be reflected in the Department's line item appropriation of the City's Annual Budget.

9. In the event that the State of Illinois Auditor General requires and/or requests an audit of C.T.A.'s Portion of the City Real Estate Transfer Tax receipts, the City shall also be entitled to require and/or request such an audit of the C.T.A.

10. This Agreement shall continue in full force and effect until terminated by mutual written agreement of the City and C.T.A., pursuant to ordinance authority expressly granted by their respective governing bodies; provided, however, that pursuant to 30 ILCS 5/3-2.3, this Agreement shall be for a term expiring no earlier than the final maturity of bonds or notes that the C.T.A. proposes to issue under Section 12c of the Metropolitan Transit Authority Act.

Agreed:

City of Chicago
Department of Revenue

By: _____
Bea Reyna-Hickey,
Director

Chicago Transit Authority

By: _____
Ron Huberman,
President

Exhibit "B".

Amendments To The 2008 Annual Appropriation Ordinance.

Fund 0B09 -- Chicago Transit Authority Real Property Transfer Tax Fund.

Code	Department And Item	Strike Number	Strike Amount	Add Number	Add Amount
	Real Property Transfer Tax -- Chicago Transit Authority Portion				$63,000,000
	Total appropriable for changes and expenditures				$63,000,000
	Finance General -- 99				
	Other Operating Expenses -- 2005				
9205	For distribution of the net proceeds of the Real Property Transfer Tax -- Chicago Transit Authority portion				$62,370,000
9640	To reimburse the Corporate Fund for administrative costs incurred for collection of the Real Property Transfer Tax -- Chicago Transit Authority portion				$ 630,000

AMENDMENT OF TITLE 3, CHAPTER 33 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 160 ESTABLISHING CERTAIN REQUIREMENTS FOR USE OF CHICAGO REAL PROPERTY TRANSFER TAX FUNDS BY CHICAGO-AREA PUBLIC TRANSIT SYSTEMS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of Chapter 3-33 of the Municipal Code of Chicago by creating a new Section 3-33-160 regarding requirements for uses of funds by any public transit authority, 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, Dowell, Preckwinkle, Lyle, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Solis, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Banks, Mitts, Allen, Laurino, O'Connor, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 41.

Nays -- Aldermen Fioretti, Jackson, Dixon, Colón, Doherty, Stone -- 6.

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

Alderman Burnett invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he has a license with a financial service that has a prior business relationship with the Chicago Transit Authority.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government pursuant to the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, Pursuant to its home rule power, the City of Chicago may exercise any power and perform any function relating to its government and affairs including promoting the quality of life and the welfare of its citizens; and

WHEREAS, Public transit is paramount to the quality of life for the people of Chicago; and

WHEREAS, The men and women of the armed forces serve tirelessly to protect the freedoms and the lives we enjoy; and

WHEREAS, As a society, we are often judged by our treatment of others; and

WHEREAS, Governor Blagojevich and the Illinois State Legislature has afforded Illinois senior citizens the right to ride our public transit system for free; and

WHEREAS, It is just to offer that same courtesy to the men and women of our nation's armed forces as a token of our appreciation for their sacrifices in protecting our freedom; and

WHEREAS, The Northern Indiana Commuter Transportation District, the New Jersey Transit System, the Regional Transportation District in Denver, Miami-Dade County Transit, and Okaloosa County Transit (Florida) all currently offer or have offered discounted or free rides to active and/or retired members of the armed forces; and

WHEREAS, Pursuant to the recently enacted state legislation (HB 636), the State has granted the City the authority to raise the Real Estate Transfer Tax, in hopes of creating a revenue stream for Chicago-area transit; and

WHEREAS, It is within the purview of this municipal legislative body to promulgate regulations on the spending of the tax dollars of the residents of the City of Chicago; now, therefore,

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

SECTION 1. The, above recitals are expressly incorporated herein and made part hereof as though fully set forth herein.

SECTION 2. Chapter 3-33 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

3-33-160 Requirements For Uses Of Funds By Any Public Transit Authority.

(a) Any public transit authority that receives funds from Chicago Real Property Transfer Tax, as defined in this chapter, shall be required to offer rides at no expense to:

(i) any active military personnel in uniform and/or displaying appropriate identification; and

(ii) any veteran of the armed forces who either currently receives military disability payments or has ever received military disability payments from the federal or state government;

(b) It shall be unlawful for any individual to falsely impersonate any military personnel, active or retired.

(c) Violation -- Penalty.

Any public transit system who fails to provide free rides, pursuant to this section shall be ineligible for the funds collected pursuant to this chapter.

Any individual who falsely impersonates any military personnel, active or retired, shall be subject to a $250 fine, per offense.

SECTION 3. This ordinance shall be in full force and effect thirty (30) days after passage and publication.

AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY OF CITY OF CHICAGO GENERAL OBLIGATION TENDER NOTES, SERIES 2008.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago General Obligation Notes, Series 2008, amount of notes not to exceed $80,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City Council of the City (the "City Council") adopted the annual appropriation ordinance of the City for the year 2008 and the annual tax levy ordinance of the City for the year 2008; and

WHEREAS, The City has determined that it is desirable and in the public interest to issue notes of the City to provide funds to pay amounts appropriated for specific purposes by the City for the year 2008; and

WHEREAS, It is necessary for the City to issue its tax-exempt obligations for the additional purposes hereinafter provided, such borrowing being for proper public purposes and in the public interest; and

WHEREAS, The City by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such tax-exempt obligations; now, therefore,

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

SECTION 1. Finding. The City Council, after a public meeting held on this ordinance by

the Committee on Finance of the City Council (the "Committee"), pursuant to proper notice, and in accordance with the findings and recommendations of the Committee, adopts the recitals contained in the preambles to this ordinance as legislative findings and incorporates them into this ordinance by this reference.

SECTION 2. Definitions. The terms defined in the form of Trust Indenture attached hereto as Exhibit A (the "Indenture") shall, for all purposes of this ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

SECTION 3. Authorization Of Notes. (a) For the purposes of providing monies to pay amounts appropriated for specific purposes by the City for the year 2008, it is hereby declared necessary that the City authorize and issue from time to time, and the City hereby authorizes the issuance from time to time, of one or more series of General Obligation Tender Notes (each such series individually a "Series", and all such Series collectively the "Notes"), each such Series to be entitled to the benefit, protection and security of this ordinance and an Indenture securing the same, in an aggregate principal amount determined as provided herein, payable as to principal, purchase price and interest from the sources specified in this ordinance. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes" (together with such additional designation as may be appropriate to designate the specific Series). The Notes of each Series shall be dated, bear interest at such fixed or variable rate or rates established in accordance with the related Indenture not to exceed eighteen percent (18%) per annum, mature, be subject to payment, redemption and purchase, be of the form and be secured as provided in the related Indenture.

(b) The Notes may be issued for any one or more of the following purposes, as designated by the Chief Financial Officer, in an aggregate principal amount not to exceed the amount set forth below:

Purposes	Maximum Amount
To pay amounts appropriated for the year 2008 from any one or more of the following funds: the Corporate Fund; the Chicago Public Library (Maintenance and Operation) Fund; the Chicago Public Library (Building and Sites) Fund; and the City Relief (General Assistance) Fund	$80,000,000

(c) The Notes shall mature no later than the earlier of (i) April 30, 2010 or (ii) twenty-four (24) months following their date of issuance.

(d) The Notes shall be issued at one or more times in such number of separate Series as the Mayor or the Chief Financial Officer of the City shall determine.

(e) The Notes, and the obligation to reimburse any Bank or Banks for the payment of drawings or advances to pay the principal or purchase price of, and interest on, the Notes (if the Notes are secured by a Credit Facility, as defined in Section 9 of this ordinance), shall be

a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The principal and purchase price of, and interest on, the Notes, and such payments to any Bank (if the Notes are secured by a Credit Facility, as defined in Section 9 of this ordinance), shall be payable from any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes, and there are hereby appropriated all such monies, revenues, receipts, income, assets or funds as may be necessary for such purposes.

(f) The City shall promptly pay or cause to be paid the principal or purchase price of, and interest on, each Note issued pursuant to this ordinance and each related Indenture at the place, at the time and in the manner provided in such Indenture and in the Notes to the true intent and meaning thereof.

SECTION 4. Proceeds Of The Notes. The proceeds from the sale of the Notes shall be deposited in one or more of the funds set forth in Section 3(b) above, as designated by the Chief Financial Officer in the notification of sale to the City Council described in Section 6(b) hereof and shall be used for the purpose of paying amounts appropriated from such respective funds for the year 2008.

SECTION 5. Tax Levy For Reimbursement Of Any Bank Or Banks For Drawings Or Advances To Pay The Notes Or For The Payment Of The Notes. Unless the Chief Financial Officer shall determine on or before the thirtieth (30th) day prior to the maturity date of the Notes that sufficient funds are legally available and will be used (a) to reimburse any Bank or Banks appointed pursuant to the provisions of Section 9 hereof on the maturity date of the Notes for any unpaid drawing or advance under a Credit Facility (as described in Section 9 hereof) issued by such Bank or Banks to pay the principal or purchase price of, and interest on, the Notes (if the Notes are secured by a Credit Facility, as defined in Section 9 of this ordinance), or (b) to pay the principal or purchase price of, and interest on, the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and a certified copy thereof mailed to such Bank or Banks (if the Notes are secured by a Credit Facility, as defined in Section 9 of this ordinance), on or before the maturity date of the Notes, such ordinance to levy an amount sufficient to reimburse the Bank or Banks pursuant to the terms of the related Credit Agreement (as described in Section 9 hereof) on or before a date twelve (12) months following such maturity date (if the Notes are secured by a Credit Facility, as defined in Section 9 of this ordinance), or to pay the principal or purchase price of, and interest on, the Notes. If such reimbursement obligation or payment of the principal or purchase price of, and interest on, the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Note Fund established under the Indenture securing such Notes with respect to which such taxes were so levied.

SECTION 6. Sale And Delivery Of The Notes. (a) Each Series of Notes shall be sold and delivered to, or at the direction of, an underwriter or group of underwriters to be selected by the Chief Financial Officer, subject to the terms and conditions of one or more contracts of purchase related thereto. The Mayor or the Chief Financial Officer is hereby authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee, such contracts of purchase in substantially the form previously used for similar financings of

the City with appropriate revisions to reflect the terms and provisions of the Notes of each Series and such other revisions in text as the Mayor or the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Notes. The compensation paid to the underwriters in connection with any sale of Notes shall not exceed three-quarters of one percent (0.75%) of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Mayor or the Chief Financial Officer is authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture related thereto, and to deliver any certificates required of the City in connection with such separate sale.

(b) Subsequent to the sale of any Notes, the Chief Financial Officer shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Notes sold of each Series and the maturity dates thereof, (ii) the initial interest rate determination method or methods for such Notes, the maximum length of any Short-Term Intermediate Rate Period and the initial interest rates determined within each such initial interest rate determination method, (iii) the compensation paid to the underwriters in connection with such sale, (iv) the identity of the underwriter(s), the Trustee and the Remarketing Agent selected by the Chief Financial Officer, (v) whether the Notes are secured by a Credit Facility, as defined in Section 9 of this ordinance, and the identity of the Bank or Banks issuing such Credit Facility, and (vi) the funds and purposes set forth in Section 3(b) for which the Notes were issued and the principal amounts of Notes that were sold for such funds or purposes. An executed copy of each Indenture providing for the issuance of the Notes which are the subject of such notification of sale shall be attached thereto.

(c) In connection with any sale of Notes, the Mayor or the Chief Financial Officer is hereby authorized to execute and deliver, and the underwriters are hereby authorized to use and distribute, such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to describe accurately the current condition of the City and the parties to the financing.

(d) The Notes of any Series may be issued in either certificated or book-entry form as determined by the Chief Financial Officer. In connection with the issuance of any Series of Notes issued in book-entry form, the Chief Financial Officer is authorized to execute and deliver a representation letter to the book-entry depository.

SECTION 7. Appointment Of Trustee; Authorization Of Indentures. The Chief Financial Officer is hereby authorized to appoint the Trustee under each Indenture for the purposes and upon the express terms and conditions set forth in such Indenture. The acceptance of the Trustee shall be evidenced by its execution of an Indenture. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver an Indenture in connection with the issuance of each Series of Notes, under the seal of the City, affixed and attested by the City Clerk, each such Indenture to be in substantially the form of Exhibit A attached hereto, but with such revisions in text as the Mayor or the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of any such Series of Notes, including any changes necessary to reflect the terms and provisions of any Credit

Facility (as described in Section 9 hereof), or to reflect that the Notes were issued without the benefit of any Credit Facility.

SECTION 8. Remarketing Agent. The Chief Financial Officer is hereby authorized to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of each Series of Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed one-quarter of one percent (0.25%) of the average principal amount of Notes covered by such Remarketing Agreement and outstanding during such annual period.

SECTION 9. Bank Or Banks. The Chief Financial Officer is hereby authorized to obtain a letter of credit, line of credit, liquidity facility (including, but not limited to, a standby note purchase agreement) or other facility (a "Credit Facility") for any Series of Notes if determined by such Officer to be desirable in connection with the marketing and remarketing of the Notes of such Series; such Credit Facility may, in the discretion of the Chief Financial Officer, secure the principal and purchase price of, and interest on, such Notes, or secure only the purchase price of (inclusive of accrued interest on) such Notes. The Chief Financial Officer is hereby further authorized to (a) appoint one or more Bank or Banks to issue such Credit Facility, (b) execute and deliver a credit agreement (a "Credit Agreement") relating to any Notes so secured in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of Notes and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of such Notes, and (c) execute and deliver a credit facility note (a "Credit Facility Note") in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of such Credit Facility Notes and such other revisions in text as such Officer shall determine are necessary or desirable in connection with the sale of Notes. The annual fee paid to any Bank or Banks for the provision of a Credit Facility shall not exceed three-quarters of one percent (0.75%) of the amount available to be drawn or advanced under such Credit Facility. Nothing contained herein shall limit or restrict the Chief Financial Officer's ability to appoint separate Banks to issue separate Credit Facilities in connection with the issuance of separate Series of Notes, or to appoint more than one Bank to issue a single Credit Facility, or to utilize a Credit Facility solely to secure the purchase price of (and accrued interest on) a Series of Notes, or to determine that no Credit Facility shall be utilized to secure a Series of Notes.

Any Credit Facility Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Credit Facility Note shall be payable, both principal and interest, from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose and there are hereby appropriated all such monies, revenues, receipts, income, assets or funds as may be necessary for such purpose. Any Credit Facility Note shall bear interest at a rate not exceeding eighteen percent (18%) per annum.

SECTION 10. Interest Rate Agreements; Options. (a) The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more interest rate agreements (collectively, "Swaps") with counterparties selected by the Chief Financial Officer, the purpose of which is to limit, reduce or manage the City's interest cost with respect to one or more Series of Notes, or to limit, reduce or manage the City's exposure to fluctuations in the interest rate or rates payable on such obligations, or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest

rates, in markets or in securities). The stated aggregate notional amount under all Swaps authorized hereunder shall not exceed the principal amount of Notes issued hereunder (net of offsetting transactions entered into by the City). Any Swap may be effective for the full term or any part of the term of any Series of Notes. Each Swap, to the extent practicable, shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association, Inc. (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the Mayor or the Chief Financial Officer, his or her execution to constitute conclusive evidence of the City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any Swap shall constitute operating expenses of the City payable from any monies, revenues, receipts, income, assets or funds of the City available for such purpose. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this paragraph shall limit or restrict the authority of the Mayor or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of the City Council.

(b) The Mayor or the Chief Financial Officer is also hereby authorized to execute and deliver, from time to time, one or more interest rate swap option agreements (collectively, a "Swaption") with counterparties selected by the Mayor or the Chief Financial Officer, for the purposes and pursuant to the terms described above. The stated aggregate notional amount under all such Swaptions authorized hereunder shall not exceed the principal amount of the Notes identified to the Swaptions (net of offsetting transactions entered into by the City). Any such Swaption may be effective for the full term or any part of the term of any such Notes. Amounts payable by the City under any such Swaption shall constitute operating expenses of the City payable from any monies, revenues, receipts, income, assets or funds of the City available for such purpose. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this paragraph shall limit or restrict the authority of the Mayor or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of the City Council.

(c) The interest component of each Swap and Swaption entered into under authority of this Section shall bear interest at such fixed or variable rate or rates established in accordance with such Swap or Swaption not to exceed eighteen percent (18%) per annum.

(d) Net amounts received by the City pursuant to all Swaps and Swaptions are hereby authorized to be expended for debt service on City obligations, capital projects, operating costs and grants as determined by the Chief Financial Officer, and such amounts are hereby appropriated for such purposes.

SECTION 11. Note Insurance. The Chief Financial Officer is hereby authorized to obtain a policy of note insurance from recognized note or bond insurers if it is determined by the Chief Financial Officer to be desirable in connection with the marketing and remarketing of any Series of Notes. The Chief Financial Officer may, on behalf of the City, make covenants

with the provider of such insurance that are not inconsistent with the provisions of this Ordinance and are necessary to carry out the purposes of this Ordinance.

SECTION 12. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse each Bank or Banks appointed pursuant to the provisions of Section 9 hereof at the times and in the amounts as provided in the related Credit Agreement, (b) pay the principal or purchase price of, and interest on, the Notes, and (c) pay the fees and expenses of the Trustee in a timely manner and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section 12, but, if for any such year it fails to do so, this ordinance shall constitute a continuing appropriation of such amounts without any further action on the part of the City Council.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Notes or any related Credit Agreement, then the Chief Financial Officer and the City Treasurer are hereby directed to make such payments in accordance with the Notes or such Credit Agreement from any other monies, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advance of the collection of the taxes, and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Notes, the Credit Agreements and the related Credit Facility Notes as the same become due.

SECTION 13. Additional Authorizations. (a) The Mayor, the Chief Financial Officer, the City Comptroller, the City Treasurer and the City Clerk are hereby authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with each Series of Notes, including, but not limited to, indemnification of other parties by the City and the exercise following the delivery date of any Series of Notes of any power or authority delegated to such official of the City under this ordinance with respect to such Series of Notes upon the initial issuance thereof, including, but not limited to, the provision of any Alternate Letter of Credit, but subject to any limitations on or restrictions of such power or authority as herein set forth.

(b) The Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15(c)2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Chief Financial Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this Ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Note to seek

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

(c) Notwithstanding any provision of the Municipal Code of Chicago (the "Municipal Code"), investments acquired with proceeds of the Notes or investment income thereon may include agreements entered into between the City and providers of securities under which agreements providers agree to sell to the City specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement and as set forth in such agreements.

SECTION 14. Declaration Of Official Intent. For purposes of Treasury Regulation Section 1.150-2, the City Council hereby states its intent to finance, or to reimburse the City for the payment of, the costs described in Exhibit B attached hereto by the issuance of tax-exempt obligations in an amount not to exceed Four Hundred Twenty-five Million Dollars ($425,000,000). No funds from sources other than such obligations are, or are expected to be, reserved or allocated, or otherwise set aside, for the payment of such costs, except as permitted by the Internal Revenue Code of 1986, as amended. This declaration is consistent with the budgetary practices of the City.

SECTION 15. Designation Of Another To Affix Signature. The seal of the City or a facsimile of the seal shall be affixed to each of the Notes and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer and attested by the manual or facsimile signature of the City Clerk and in case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The use of such facsimile signatures to execute the Notes are authorized by this ordinance, and such facsimile signatures are hereby adopted as the respective manual signatures of such officers, without further action on the part of such officers. The Mayor, the City Clerk and the Chief Financial Officer may each designate another person to act as their respective proxy and to affix their respective signature to the Notes, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor, the City Clerk or the Chief Financial Officer pursuant to this ordinance, and in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor, the City Clerk and the Chief Financial Officer, respectively. A written signature of the Mayor, of the City Clerk or of the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Clerk is placed on an instrument, certificate or document at the direction of the City Clerk in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the City Clerk in person. When the signature of the Chief Financial Officer is so affixed to an

instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be as binding on the City as if signed by the Chief Financial Officer in person.

SECTION 16. Defeasance. (a) The Notes shall be subject to defeasance as provided in the related Indenture.

(b) Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities, as provided in the related Indenture, from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any and interest on any defeased Notes as provided in and subject to the conditions set forth in the related Indenture. Amounts held by the Trustee or an escrow trustee in excess of the amounts needed so to provide for payment of the defeased Notes may be subject to withdrawal by the City and are hereby authorized to be expended for debt service on City obligations, capital projects, operating costs and grants, all as determined by the Chief Financial Officer. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by the Chief Financial Officer, with respect to the investment and use of such excess amounts held by the Trustee or escrow trustee.

SECTION 17. Repealer. To the extent that any 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 be controlling. 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. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance, including the Notes or any related Indenture, or to impair the rights of the owners of the Notes to receive payment of the principal of, premium, if any, or interest on the Notes or to impair the security for the Notes or shall render any agreement or instrument authorized hereby voidable at the option of the City; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 18. Publication. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least twenty-five (25) copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 19. Effective Date. This ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

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

Exhibit "A".
(To Ordinance)

City Of Chicago

To

_____,
As Trustee

Trust Indenture[1]

Securing

City Of Chicago
General Obligation Tender Notes,
Series 2008.

This trust indenture, dated as of ____ 1, 2008, from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, located in Cook and DuPage Counties, Illinois, to _____, a _____ organized and existing under the laws of the _____, having a corporate trust office in the City of _____, _____, as trustee (said bank, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee");

Witnesseth.

Whereas, By virtue of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City on _____ ____, 2008, the City is authorized to enter into this indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, The execution and delivery of this Indenture have been in all respects duly and validly authorized by the City Council; and

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(1) In accordance with Section 7 of the ordinance, this form of Indenture may be revised prior to the time of its execution as the Mayor of the Chief Financial Officer shall determine to be necessary or desirable in connection with the sale of any Series of Notes, including any changes necessary to reflect the terms and provisions of any Credit Facility (as described in Section 9 of the ordinance), or to reflect that the Notes were issued without the benefit of any Credit Facility.

Whereas, In order to provide the funds needed to pay amounts appropriated for the Corporate Fund, the Chicago Public Library (Maintenance and Operation) Fund, the Chicago Public Library (Building and Sites) Fund and the City Relief (General Assistance) Fund purposes for the year 2008, the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 2008 (the "Series 2008 Notes"); and

Whereas, In furtherance thereof, the City, _____ (the "Remarketing Agent") and the Trustee have entered into a Remarketing Agreement, dated as of _____ 1, 2008 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, The Notes are to be entitled to the benefits of an irrevocable letter of credit (the "Letter of Credit") issued to the Trustee by _____ (the "Bank") for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement, dated as of _____ 1, 2008 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, The execution and delivery of the Notes and this Indenture have in all respects been duly authorized, and all things necessary to make such Notes, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done;

Now, Therefore, This Indenture Witnesseth, That to secure all Notes issued and Outstanding under this Indenture, the payment of the principal of or purchase or redemption price thereof and interest thereon, the rights of the Noteholders and the performance and observance of all of the covenants contained in the Notes and herein and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Noteholders, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns forever, and grant to the Trustee, its successors in trust and its assigns forever a security interest in any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

This Trust Indenture Further Witnesseth, That to provide for the security of the obligations of the City arising under the Reimbursement Agreement, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns, for the benefit of the Bank, a security interest in any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

To Have And To Hold the same and any other revenues, property, contracts or contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture.

In Trust, Nevertheless, First, for the equal and ratable benefit and security of all present and future holders of Notes issued and to be issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of anyone Note over any other Note and thereafter for the benefit of the Bank.

Provided, However, That if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof to the extent provided herein and shall pay or cause to be paid the obligations under the Reimbursement Agreement and cause the Trustee to surrender the Letter of Credit to the Bank, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall remain in full force and effect.

Article I.

Definitions.

Section 1.01 Definitions.

The terms defined in this section shall, for all purposes of this Indenture, have the meanings herein specified, unless the context clearly requires otherwise:

"Affiliate" means, when used to indicate a relationship with a specified person or entity, a person or entity that, directly or indirectly, through one 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.

"Alternate Letter of Credit" means an irrevocable letter of credit delivered in accordance with Section 5.04 hereof.

"Authorized Denominations" means (a) while the Notes bear interest at a Weekly Rate or a Short-Term Intermediate Rate, One Hundred Thousand Dollars ($100,000) or any integral multiple thereof, provided that a single Note may be issued in an amount greater

than One Hundred Thousand Dollars ($100,000) in integral multiples of Five Thousand Dollars ($5,000) and (b) while the Notes bear interest at a Fixed Rate, Five Thousand Dollars ($5,000) or any integral multiple thereof.

"Bank" means _____ in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, and, if an Alternate Letter of Credit has been issued in accordance with Section 5.04 hereof, "Bank" shall mean the issuer of any Alternate Letter of Credit in its capacity as issuer of such Alternate Letter of Credit, its successors in such capacity and its assigns.

"Beneficial Owner" means the owner of a beneficial interest in Notes registered in the name of Cede & Co., as nominee of D.T.C. (or a successor nominee therefor).

"Bond Counsel" means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

"Business Day" means any day of the year on which banks located in the city or cities, respectively, in which are located the Principal Offices of the Trustee, the Remarketing Agent and the Bank are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

"Chief Financial Officer" means the Chief Financial Officer of the City appointed by the Mayor; should the office of the Chief Financial Officer be vacant, "Chief Financial Officer" shall mean the City Comptroller.

"City" means the City of Chicago.

"City Council" means the governing body of the City as from time to time constituted.

"City Tax Limitation Ordinance" means the Chicago Tax Limitation Ordinance adopted by the City Council on March 8, 1993.

"Code" means the Internal Revenue Code of 1986, as amended.

"Custody Account" means the account established on behalf of the Bank pursuant to Section 3.08 hereof.

"D.T.C." means The Depository Trust Company, New York, New York, or any successor securities depository.

"Determination Date" means the date a Fixed Rate on the Notes is established pursuant to Section 2. 02(c)(i) hereof.

"Event of Default" means any of the events described in Section 7.01 hereof.

"Fixed Rate" means, with respect to any Note, the interest rate on such Note set in accordance with Section 2.02(c) hereof.

"Fixed Rate Period" means the Fixed Rate Period as defined in Section 2.02(c)(ii) hereof.

"Government Obligations" means direct obligations of the United States of America.

"Indenture" means this Trust Indenture as amended or supplemented in accordance with the terms hereof.

"Interest Payment Date" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Interest Period" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Interest Rate" means the rate or rates established from time to time for the Notes pursuant to Section 2.02 hereof.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time in accordance with Section 2.02 hereof.

"Letter of Credit" means the irrevocable letter of credit issued by the Bank upon the original issuance of the Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.04 hereof, "Letter of Credit" means such Alternate Letter of Credit.

"Letter of Credit Fund" means the fund created by Section 5.02 hereof.

"Letter of Credit Note" means a note of the City issued pursuant to the Reimbursement Agreement; provided that if there is no such note, then "Letter of Credit Note" means the reimbursement obligation set forth in the Reimbursement Agreement (including, but not limited to, any reimbursement obligations evidenced by Pledged Notes securing the same).

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

"Notes" means the Notes issued pursuant to this Indenture, as more fully described in Article II hereof.

"Note Fund" means the fund created by Section 5.01 hereof.

"Noteholder", "Owner" or "holder" means the person in whose name any Note is registered on the registration books of the City kept by the Trustee.

"Note Ordinance" means the ordinance duly adopted by the City Council on _____ _____, 2008 authorizing the issuance, sale and delivery of the Notes.

"Notice by Mail" means a written notice mailed by first class mail to Noteholders at their addresses as shown on the registration books kept pursuant to Section 2.09 hereof.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding", when used in reference to the Notes, means, at any particular date, the aggregate of all Notes authenticated and delivered under this Indenture except:

(a) Notes cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) matured or redeemed Notes which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the Trustee;

(c) Notes purchased by the City for cancellation pursuant to Section 4.02 hereof; and

(d) Notes in lieu of or in exchange or substitution for which other Notes shall have been authenticated and delivered pursuant to this Indenture.

"Permitted Investments" means any of the following obligations or securities permitted under State law:

(a) interest-bearing general obligations of the United States, the State or the City;

(b) United States treasury bills and other non-interest bearing general obligations of the United States when offered for sale in the open market at a price below the face value of same, so as to afford the City a return on such investment in lieu of interest;

(c) short-term discount obligations of the United States Government or United States Government agencies;

(d) certificates of deposit of national banks or banks located within the City which are either (i) fully collateralized at least one hundred ten percent (110%) by marketable United States Government securities marked to market at least monthly, or (ii) secured by a corporate surety bond issued by an insurance company licensed to do business in the State and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment;

(e) banker's acceptances of banks and commercial paper of banks whose senior obligations are rated in the top two (2) rating categories by two (2) national rating agencies and maintaining such rating during the term of such investment;

(f) tax-exempt securities exempt from federal arbitrage provisions applicable to investments of proceeds of the City's tax-exempt debt obligations;

(g) domestic money market mutual funds, including those offered by the Trustee or an affiliate thereof, in good standing with the Securities and Exchange Commission;

(h) any other suitable investment instrument permitted by State laws governing municipal investments generally, subject to the reasonable exercise of prudence in making investments of public funds; or

(i) any other obligation or security permitted under the Reimbursement Agreement.

All securities so purchased, excepting tax anticipation warrants, shall show on their face that they are fully payable as to principal and interest, where applicable, if any, within two (2) years from the date of purchase.

"Pledged Notes" means Notes held to the credit of the Custody Account pursuant to Section 3.08 hereof.

"Principal Office" means (i) with respect to _____, as issuer of the initial Letter of Credit, its designated office in Chicago, Illinois, (ii) with respect to the issuer of any Alternate Letter of Credit, its designated office in the United States at which drawings under the Letter of Credit are made, (iii) with respect to the Trustee, its designated office in Chicago, Illinois, and (iv) with respect to the Remarketing Agent, the address supplied in writing by the Remarketing Agent to the City, the Trustee and the Bank.

"Rating Agency" means Moody's or S&P, as applicable.

"Record Date" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Reimbursement Agreement" means an agreement between the City and the Bank, pursuant to which the Letter of Credit is issued by the Bank and delivered to the Trustee, and any and all modifications, alterations, amendments and supplements thereto.

"Remarketing Agent" means the remarketing agent, appointed by the City in accordance with Section 8.18 hereof.

"Remarketing Agreement" means the agreement among the City, the Remarketing Agent and the Trustee entered into pursuant to Section 8.18 hereof, and any and all modifications, alterations, amendments and supplements thereto.

"Short-Term Intermediate Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(b) hereof.

"Short-Term Intermediate Rate Period" means, with respect to any Note, the period (which may be from one (1) day to three hundred sixty-six (366) days) determined as provided in Section 2.02(b) hereof.

"Short-Term Rate" means a Weekly Rate or a Short-Term Intermediate Rate.

"State" means the State of Illinois.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., its successors and their assigns, and, if such division shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, the Remarketing Agent and the Bank.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms hereof.

"Treasurer" means the duly acting Treasurer of the City.

"Trustee" means _____, as Trustee under this Indenture, and its successors and assigns.

"Weekly Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(a) hereof.

Section 1.02 Construction.

This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) All words and terms importing the singular number shall where the context requires, import the plural number and vice versa.

(b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.

(d) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(e) Unless otherwise expressly provided, all times specified herein shall mean New York City time.

(f) The words "hereof", "herein", "hereto", "hereby" and "hereunder" (except in the form of the Note) refer to the entire Indenture.

Article II.

The Notes.

Section 2.01 Authorization Of Notes.

(a) Upon the execution and delivery of this Indenture, the City shall execute the Notes and deliver them to the Trustee for authentication. At the direction of the City, the Trustee shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated "City of Chicago General Obligation Tender Notes, Series 2008". The Notes shall be dated as provided in Section 2.05(e) hereof.

(b) The Notes shall be issued in the aggregate principal amount of $_____, bear interest at the rate or rates established hereunder (not to exceed _____ percent (_____%) per annum), shall mature on _____ ____, 20___, and shall be subject to redemption and optional and mandatory tender as herein provided, for the purpose of providing funds to pay amounts appropriated for Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, Chicago Public Library (Building and Sites) Fund and City Relief (General Assistance) Fund purposes for the year 2008.

(c) The total aggregate principal amount of Notes that may be issued under this Indenture is expressly limited to that authorized by Section 2.01(b) hereof.

(d) Distinct portions of the aggregate principal amount of the Notes (a "Subseries") may bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate and one or more other distinct portions of the Notes may bear interest at a different Short-Term Rate or a Fixed Rate and, in addition, distinct Subseries of the Notes may bear interest at distinct Short-Term Intermediate Rates for distinct Short-Term Intermediate Rate Periods; provided, however, that (i) each Subseries shall not be less than Ten Million Dollars ($10,000,000) in principal amount, (ii) the aggregate principal amount of all such Subseries of Notes shall equal the aggregate principal amount of Outstanding Notes, and (iii) a distinct Note certificate shall be issued as to each Subseries that bears interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate. If Subseries are created, the Remarketing Agent shall order separate C.U.S.I.P. numbers for each such Subseries.

Section 2.02 Interest Rate Determination Methods For The Notes.

The Notes (or Subseries, if applicable) shall bear interest at a Weekly Rate, a Short-Term

Intermediate Rate or a Fixed Rate determined by the Chief Financial Officer in accordance with the provisions of this Indenture. The determination of the Interest Rates on the Notes as provided in this Indenture shall be conclusive and binding upon the Noteholders. Commencing upon the delivery date of the Notes, the Notes shall bear interest at a Short-Term Intermediate Rate of _____ percent (___%) per annum for an initial Short-Term Intermediate Rate Period through and including _____ ____, 20___ and thereafter shall bear interest at a Short-Term Intermediate Rate determined as provided herein unless and until the Interest Rate Determination Method for the Notes is changed to a different Interest Rate Determination Method in accordance with this Indenture.

(a) Weekly Rate.

(i) Determination Of Weekly Rate. When interest on the Notes (or Subseries, if applicable) is payable at a Weekly Rate, the Chief Financial Officer shall determine a Weekly Rate on Tuesday of each calendar week (if Tuesday is not a Business Day, then Monday; if Monday and Tuesday are not Business Days, then Wednesday whether or not a Business Day). Each Weekly Rate shall be the rate necessary (as determined by the Chief Financial Officer) for the Remarketing Agent to sell such Notes on the day the rate is set at one hundred percent (100%) of the principal amount of such Notes plus accrued interest, if any.

(ii) Duration Of Weekly Rate. Each Weekly Rate determined by the Chief Financial Officer shall be in effect from and including Wednesday of each week to and including the following Tuesday, whether or not such days are Business Days.

(iii) Notice Of Weekly Rate. The Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of each Weekly Rate to the Trustee, the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the day each Weekly Rate is determined.

(iv) Weekly Rate Invalid Or Unenforceable. If for any reason the Chief Financial Officer does not set a Weekly Rate while the Notes (or Subseries, if applicable) bear interest at a Weekly Rate, or a court holds that a Weekly Rate is invalid or unenforceable, then the Weekly Rate in effect for the immediately preceding week shall remain in effect.

(b) Short-Term Intermediate Rate.

(i) Determination Of Short-Term Intermediate Rate. When interest on the Notes (or Subseries, if applicable) is payable at a Short-Term Intermediate Rate, the Chief Financial Officer shall establish the Short-Term Intermediate Rate for such Notes on the first Business Day of each Short-Term Intermediate Rate Period. Each Short-Term Intermediate Rate shall be the rate necessary (as determined by the Chief Financial Officer) for the Remarketing Agent to sell such Notes on the date such rate is set at one hundred percent (100%) of the principal amount of such Notes plus accrued interest, if any.

(ii) Determination Of Short-Term Intermediate Rate Period. Each Short-Term Intermediate Rate Period shall be determined by the Chief Financial Officer (which may be from one (1) to three hundred sixty-six (366) days) based upon the Chief Financial Officer's judgment that the length of the Short-Term Intermediate Rate Period will be beneficial to the City. Interest on the Notes (or Subseries thereof, if applicable) bearing interest at a Short-Term Intermediate Rate will accrue from the first day of the applicable Short-Term Intermediate Rate Period to and including the last day of such period. Notwithstanding the foregoing, (x) the day following the last day of any Short-Term Intermediate Rate Period shall be a Business Day or the maturity date of the Notes, (y) if the Chief Financial Officer has previously determined that the Notes (or Subseries thereof, if applicable) are to bear interest at a rate other than the Short-Term Intermediate Rate effective as of a future date, no new Short-Term Intermediate Rate Period shall be established for such Notes unless the last day of such Short-Term Intermediate Rate Period occurs before the effective date of the change to such other rate, and (z) in no event shall the last day of any Short-Term Intermediate Rate Period be a date later than the sixteenth (16th) day preceding the then applicable expiration date of the Letter of Credit (unless such last day is a maturity date).

(iii) Notice Of Short-Term Intermediate Rate And Short-Term Intermediate Rate Period. The Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of each Short-Term Intermediate Rate and Short-Term Intermediate Rate Period to the Trustee, the Remarketing Agent and the Bank not later than 11:00 A.M., New York City time, on the date such rate and period are determined.

(iv) Short-Term Intermediate Rate Or Short-Term Intermediate Rate Period Invalid Or Unenforceable. If for any reason the Chief Financial Officer does not set a Short-Term Intermediate Rate or the duration of a Short-Term Intermediate Rate Period while the Notes (or Subseries, if applicable) bear interest at a Short-Term Intermediate Rate, or a court holds that a Short-Term Intermediate Rate or the duration of any Short-Term Intermediate Rate Period is invalid or unenforceable, then a thirty (30) day Short-Term Intermediate Rate Period for such Notes will follow, and the Short-Term Intermediate Rate for such Notes for such Short-Term Intermediate Rate Period shall be that annual rate of interest equal to seventy-five percent (75%) of the interest rate applicable to ninety (90) day United States Treasury bills determined on the basis of the average per annum discount rate at which such ninety (90) day United States Treasury bills shall have been sold at the most recent Treasury auction within the preceding thirty (30) days.

(c) Fixed Rate.

(i) Determination Of Fixed Rate. If the interest rate on the Notes (or Subseries, if applicable) is initially established as a Fixed Rate, the interest rate on such Notes shall be established by the Chief Financial Officer no later than the date the Notes are initially issued. If the interest rate on the Notes (or Subseries, if applicable) is changed to a Fixed Rate pursuant to Section 2.03 hereof, the Chief Financial Officer shall establish the Fixed Rate for such Notes not less than seven (7) nor more than fifteen (15) days before the

effective date of such Fixed Rate. The Fixed Rate shall be the rate necessary (as determined by the Chief Financial Officer on the date such rate is established) for the City to sell the Notes on the date such rate is set at one hundred percent (100%) of the principal amount thereof plus accrued interest, if any.

(ii) Fixed Rate Period. The Fixed Rate shall remain in effect from its effective date to the maturity date of the Notes (the "Fixed Rate Period").

(iii) Notice Of Fixed Rate. If the interest rate on any Notes is changed to a Fixed Rate pursuant to Section 2.03 hereof, the Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of such Fixed Rate to the Trustee, the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the date the Fixed Rate is determined.

(iv) Conditions To Fixed Rate Not Satisfied. If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for the Notes (or Subseries, if applicable) pursuant to Section 2.03 hereof shall not have been satisfied on the effective day of the proposed Fixed Rate Period, such change shall not be effective, and the Notes shall bear interest at a Weekly Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly established for such Notes hereunder.

Section 2.03 Change In Interest Rate Determination Method.

(a) Change Directed By The City. While bearing interest at a Short-Term Rate, the City may, acting through the Chief Financial Officer, change the Interest Rate Determination Method for the Notes (or Subseries, if applicable) by notifying the Trustee, the Bank and the Remarketing Agent at least sixteen (16) days prior to the proposed effective date of such change. Such notice shall contain (i) the effective date of such new Interest Rate Determination Method (which effective date must be a current Interest Payment Date for the Notes, and if the Notes currently bear interest at a Short-Term Intermediate Rate, the effective date of any new Interest Rate Determination Method may not be earlier than the end of any effective Short-Term Intermediate Rate Period), (ii) the new Interest Rate Determination Method, and (iii) if the change is to a Fixed Rate, the Determination Date. If the change is to a Fixed Rate, the notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exclusion of interest on the Notes from the gross income of the owner thereof for federal income tax purposes under the Code. If the Chief Financial Officer's notice complies with this paragraph, interest on such Notes will become payable on the basis of the new Interest Rate Determination Method on the effective date specified in the notice unless and until the Interest Rate Determination Method is changed as provided in this section.

(b) Change Directed By The Remarketing Agent. If directed to do so by the Chief Financial Officer, the Remarketing Agent shall consider whether the Interest Rate

Determination Method for the Notes (or Subseries, if applicable) should be changed to a different Short-Term Rate because in the Remarketing Agent's judgment, conversion to a different Short-Term Rate will be beneficial to the market for, or the relative yield of, such Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Trustee, the City and the Bank and will specify the effective date of the change, which effective date must be a current Interest Payment Date for the Notes and shall not be before the end of any effective Short-Term Intermediate Rate Period for such Notes. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short-Term Rate will be "beneficial to the market for, or the relative yield of, such Notes" shall be based upon (i) the performance of such Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short-Term Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Notes, or (ii) any fact or circumstance relating to such Notes or affecting the market for such Notes or affecting such other comparable securities in a manner which in the judgment of the Remarketing Agent will affect the market for such Notes, which in any event leads the Remarketing Agent to conclude that such Notes should bear interest at the Short-Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent hereunder or by the City pursuant to paragraph (a) above, such Notes shall bear interest at the Short-Term Rate specified in such notice.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the Trustee, the City, the Bank or to any other person with respect to any determination that the Notes (or Subseries, if applicable) will or will not bear interest at the current or any other Short-Term Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(c) Limitations On Changes In Interest Rate Determination Method. Any change in the method of determining interest on the Notes (or Subseries, if applicable) pursuant to either Section 2.03(a) or (b) above must comply with the following:

(i) if a Short-Term Intermediate Rate is then in effect, the effective date of any change must be the day following the last day of the Short-Term Intermediate Rate Period of all Notes or applicable Subseries;

(ii) if a Weekly Rate is then in effect, the effective date of any change must be the first Business Day of a month; and

(iii) no change shall be made in the Interest Rate Determination Method if the Trustee shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) has been withdrawn. If the Trustee shall have sent any notice to the

Noteholders regarding a change in Interest Rate Determination Method under Section 2.03(d), then in the event of such withdrawal of opinion, the Trustee shall promptly notify all Noteholders of such withdrawal.

(d) Notice To Noteholders Of Change In Interest Rate Determination Method. When a change in the Interest Rate Determination Method is to be made as to the Notes (or Subseries, if applicable), the Trustee will notify the Owners of such Notes by Notice by Mail at least fourteen (14) but not more than sixty (60) days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel if required by Section 2.03(a). The notice will state:

(i) that the Interest Rate Determination Method will be changed and what the new method will be;

(ii) the effective date of the new Interest Rate Determination Method;

(iii) a description of the new Interest Rate Determination Method, including a statement that the Remarketing Agent will provide each new rate (and Short-Term Intermediate Rate Period when applicable) upon request;

(iv) the applicable Interest Payment Dates and Record Dates;

(v) whether Owners of such Notes have a right to tender their Notes while such Notes bear interest at the new Interest Rate Determination Method; and

(vi) that such Notes will be subject to mandatory tender for purchase on the effective date of the change.

In addition, if the change is to a Fixed Rate, the notice will state:

(i) the Determination Date;

(ii) that the Remarketing Agent will provide the Fixed Rate upon request and describing how to make such request;

(iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes;

(iv) any ratings assigned the Notes by the Rating Agencies effective on the change;

(v) that during the Fixed Rate Period there will be no right to tender the Notes;

(vi) that the Notes are not subject to redemption at the option of the City during the Fixed Rate Period; and

(vii) that during the Fixed Rate Period Notes will be issued in denominations of Five Thousand Dollars ($5,000) or integral multiples thereof.

In addition, if the change is to a Short-Term Intermediate Rate, the notice will state:

(i) that during the Short-Term Intermediate Rate Period there will be no right to tender such Notes at the option of the Owner thereof;

(ii) that such Notes are not subject to redemption at the option of the City during the Short-Term Intermediate Rate Period; and

(iii) that on the first Business Day following the last day of each Short-Term Intermediate Rate Period for such Notes, each such Note will be subject to mandatory tender for purchase without further notice.

Section 2.04 Calculation Of Interest Due On Notes.

The Trustee will calculate the amount of interest payable on the Notes from the Interest Rates supplied to the Trustee by the person setting them and will confirm such amounts when calculated with the Remarketing Agent. The Trustee will confirm any Interest Rate by telephone or in writing to any Noteholder who requests it in writing. The calculation of the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

Section 2.05 Form, Payment And Dating Of Notes; Authorized Denominations.

(a) The Notes and the certificate of authentication to be executed on the Notes by the Trustee are to be in substantially the form thereof set forth in (Sub)Exhibit A hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(b) The Notes shall be issuable only as fully registered Notes in Authorized Denominations. Notes shall be numbered from one consecutively upwards and shall contain an appropriate prefix to such numbers to identify such Notes.

(c) The principal or redemption price of each Note shall be payable upon surrender of such Note at the Principal Office of the Trustee. Payments of principal or redemption price of the Notes shall be payable in immediately available funds except as provided in paragraph (d)(iv) below. Such payments shall be made to the Owner of the Note so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each Note shall bear interest on the unpaid portion of the principal thereof, and be payable as to interest, as follows:

(i) Each Note shall bear interest (at the applicable rate determined pursuant to Article II hereof) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or from the last preceding Interest Payment Date to which interest has been paid (or the date of original issuance of the Notes if no interest thereon has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Note on any Interest Payment Date shall be paid to the Noteholder of such Note as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a three hundred sixty-five (365) or three hundred sixty-six (366) day year as applicable for the number of days actually elapsed while the Notes bear interest at a Weekly Rate or a Short-Term Intermediate Rate, and on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months while the Notes bear interest at a Fixed Rate.

(iii) If the available funds under this Indenture or the Letter of Credit are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to the Notes. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a special record date (which shall be a Business Day) for determining the Noteholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each Noteholder at least ten (10) days prior to the special record date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Noteholders, as shown on the registration books kept by the Trustee as of the close of business on the special record date.

(iv) All payments of interest on the Notes shall be paid to the persons entitled thereto pursuant to Section 2.05(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, (x) upon instructions to the Trustee from such person entitled to payment in immediately available funds (by federal funds check or by deposit to the account of the Owner of Notes if such Owner maintains an account with the Trustee or, upon request of any Owner of Notes in the principal amount of One Million Dollars ($1,000,000) or more, by federal funds wire) on the Interest Payment Date or special interest payment date, as applicable, according to such instructions, or (y) if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date or special interest payment date, as applicable, to the persons entitled thereto at such address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

(v) The payment of the purchase price of Notes tendered pursuant to Section 3.01 or 3.02 shall be made in immediately available funds to the tendering Noteholder in the same manner as interest on Notes pursuant to subparagraph (iv) above.

(e) All Notes will be dated the date of their original issuance.

(f) Interest on the Notes will accrue and be payable during the periods and at the times provided for in the form of the Notes.

Section 2.06 Execution Of Notes.

Each of the Notes shall be signed and executed on behalf of the City by the manual or facsimile signature of the Mayor and the manual or facsimile signature of the Chief Financial Officer and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the manual or facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

Section 2.07 Delivery And Registration.

No Note shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in (Sub)Exhibit A hereto, executed by the Trustee by manual signature, and such certificate upon any such Note shall be conclusive evidence that such Note has been duly authenticated, registered and delivered.

Section 2.08 Lost, Destroyed, Improperly Cancelled Or Undelivered Notes.

If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly cancelled, the Trustee may authenticate a new Note of like series, date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification satisfactory to the City, the Trustee and the Bank. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnification satisfactory to the City, the Trustee and the Bank. Upon the issuance of any substitute Note, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Trustee may charge the Noteholder reasonable fees and expenses in connection with any transaction described in this Section 2.08, except for improper cancellation by the Trustee.

If the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Trustee sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Trustee for the purchase of such Note and the Trustee shall not register any further transfer of such Note by such prior holder.

All Notes shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly cancelled Notes, notwithstanding any law or statute now existing or hereafter enacted.

Section 2.09 Transfer, Registration And Exchange Of Notes.

The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City.

The transfer of any Note shall be registered upon the books of the Trustee at the written request of the Noteholder or its attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Noteholder or its duly authorized attorney.

The City, the Trustee and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Noteholder shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note, upon surrender thereof at the Principal Office of the Trustee may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Note or Notes of any Authorized Denomination of the same series and bearing interest pursuant to the same Interest Rate Determination Method as the Note being surrendered.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Trustee shall authenticate and deliver Notes in accordance with the provisions of this Indenture (subject to any limitations thereon set forth in the Notes). For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Trustee may make a charge in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for such

Notes, the Trustee shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any redemption of Notes nor shall the Trustee be required to make any exchange or registration of transfer of any Notes called for redemption.

Section 2.10 Temporary Notes.

Pending the preparation of definitive Notes, the City may execute and the Trustee shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any Authorized Denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of Authorized Denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.11 Cancellation Of Notes.

All Notes which shall have been surrendered to the Trustee for payment or redemption, and all Notes which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be cancelled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City, the Bank and the Remarketing Agent, a certificate evidencing any such cancellation and specifying such Notes by number.

Section 2.12 Book-Entry Provisions.

(a) Except as provided in paragraph (c) below, the Noteholder of all of the Notes shall be D.T.C., and the Notes shall be registered in the name of Cede & Co., as nominee for D.T.C.. Payment of interest for any Note registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the Notes at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee, the Remarketing Agent and the City may treat D.T.C. (or its nominee) as the sole and exclusive Noteholder of the Notes registered in its name for the purposes of

payment of the principal of or interest on, or redemption or purchase price of, the Notes, selecting the Notes or portions thereof to be redeemed or purchased, giving any notice permitted or required to be given to Noteholders under this Indenture, registering the transfer of Notes, obtaining any consent or other action to be taken by Noteholders and for all other purposes whatsoever; and neither the Trustee, the Remarketing Agent nor the City shall be affected by any notice to the contrary. Except as otherwise provided in paragraph (c) below, no Beneficial Owner shall receive an authenticated Note. Upon delivery by D.T.C. to the Trustee of written notice to the effect that D.T.C. has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of Notes, the words "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C.

(c) In the event the Noteholder of all the Notes shall be D.T.C. and the City determines to discontinue D.T.C.'s book-entry system, the City may notify D.T.C., the Trustee, the Bank and the Remarketing Agent, whereupon D.T.C. will notify its participating organizations (the "Participants") of the availability through D.T.C. of certificated Notes. In such event, the Trustee shall issue, transfer and exchange Note certificates as requested by D.T.C. in appropriate amounts in accordance with the provisions of this Indenture. D.T.C. may determine to discontinue providing its services with respect to the Notes at any time by giving written notice to the City, the Trustee and the Remarketing Agent and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated (at the sole cost and expense of the City) to make available for delivery Note certificates as described in this Indenture. Whenever D.T.C. requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with D.T.C. in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Notes to any Participant having Notes credited to its D.T.C. account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Notes.

(d) So long as any Note is registered in the name of Cede & Co., as nominee of D.T.C., all payments with respect to the principal of and interest on, and redemption or purchase price of, such Note and all notices with respect to such Note shall be made and given, respectively, to D.T.C. or its nominee as provided in the City's representation letter to D.T.C.

(e) In connection with any notice or other communication to be provided to Noteholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Noteholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give D.T.C. notice of such record date not fewer than fifteen (15) calendar days in advance of such record date to the extent possible. Such notice to D.T.C. or its nominee shall be given only when D.T.C. is the sole Noteholder.

(f) Neither the City, the Trustee nor the Remarketing Agent will have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by D.T.C. or any Participant, (ii) the payment by D.T.C. or any Participant

of any amount due to any Beneficial Owner in respect of the principal of or interest on, or redemption or purchase price of, the Notes, (iii) the delivery by D.T.C. or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Noteholders, (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes, (v) the delivery of Notes upon tender thereof, or (vi) any consent given or other action taken by D.T.C. as Noteholder.

(g) So long as Cede & Co. is the registered owner of the Notes, as nominee of D.T.C., references herein to the Noteholders or holders of the Notes or Owners of Notes shall mean Cede & Co. and shall not mean the Beneficial Owners of the Notes.

(h) So long as Cede & Co. is the registered owner of the Notes:

(i) selection of Notes to be redeemed upon partial redemption, presentation of Notes to the Trustee upon partial redemption, delivery of Notes to the Trustee in connection with an optional or mandatory tender, or redelivery of such Notes by the Trustee to Noteholders following a remarketing or failed conversion to the Fixed Rate shall be deemed made when the right to exercise ownership rights in such Notes through D.T.C. or D.T.C.'s Participants is transferred by D.T.C. on its books;

(ii) notice of a demand for purchase of Notes pursuant to Section 3.01 hereof shall be given by the Beneficial Owner of such Notes exercising ownership rights through D.T.C. or D.T.C.'s Participants by telephonic notice (confirmed in writing) or written notice;

(iii) any notices of the interest rate on the Notes to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a person entitled to exercise ownership rights with respect to such Notes through D.T.C. or its Participants;

(iv) D.T.C. may present notices, approvals, waivers or other communications required or permitted to be made by Noteholders under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Notes through D.T.C. or its Participants;

(v) Notes held in the Custody Account on the records of D.T.C. will be registered in the name of the Trustee, or its nominee, as collateral security for the Bank; and

(vi) nothing contained in this Indenture shall limit or restrict the ability of the Trustee to effect the provisions of this Section 2.12 by or through one or more agents selected by the Trustee in the exercise of its reasonable discretion; provided, however, the retention of one or more agents for such purpose shall not relieve the Trustee of any duty or responsibility contained in this Indenture.

Section 2.13 Application Of Proceeds Of The Notes.

The proceeds of the sale of the Notes shall be deposited with the Treasurer and used to

make deposits into the following funds of the City in the following amounts for the purpose of paying amounts appropriated for such funds for the year 2008:

Fund	Amount
Corporate Fund	$_____
Chicago Public Library (Maintenance and Operation) Fund	$_____
Chicago Public Library (Building and Sites) Fund	$_____
City Relief (General Assistance) Fund	$_____

Article III.

Optional And Mandatory Tenders Of Notes; Remarketing Of Purchased Notes.

Section 3.01 Optional Tender Of Notes.

Holders of Notes bearing interest at a Weekly Rate shall have the right to tender a Note, or a portion thereof, provided that such portion is an Authorized Denomination, for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase, and to receive payment of the purchase price therefor, all as provided in the form of the Notes attached hereto as (Sub)Exhibit A.

If the Notes are held in the book-entry system, the right to optionally tender Notes may be exercised by a beneficial owner. Such right shall be exercised by delivery by the beneficial owner to the Remarketing Agent of the notice described in (Sub)Exhibit A stating that such beneficial owner will cause its beneficial interest in the Notes to be tendered, the amount of such interest to be tendered, the date on which such interest will be tendered (which date is required to be a Business Day at least seven (7) days after delivery of such notice to the Remarketing Agent) and the identity of the Participant through which the beneficial owner maintains its interest. Upon delivery of such notice, the beneficial owner must make arrangements to have its beneficial ownership interest in the Notes being tendered transferred to the Remarketing Agent at or prior to 10:00 A.M., New York City time, on the date of purchase.

Notes optionally tendered for purchase on a date after a call for redemption but before the redemption date, and Notes optionally tendered for purchase before a mandatory tender date, shall be purchased pursuant to the optional tender.

Section 3.02 Mandatory Tender Of Notes.

The Notes are subject to mandatory tender and are required to be tendered to the Trustee for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, as follows:

(i) when the Notes (or Subseries, if applicable) bear interest at a Short-Term Intermediate Rate, each such Note shall be subject to mandatory tender for purchase on each Interest Payment Date (other than the maturity date) for such Notes;

(ii) on the effective date of any change in the Interest Rate Determination Method for the Notes (or Subseries, if applicable); and

(iii) on the fifth (5th) Business Day prior to the then applicable scheduled expiration date of the Letter of Credit if on the fifteenth (15th) day preceding the scheduled expiration date of the Letter of Credit occurring prior to the final maturity of the Notes, the Letter of Credit has not been extended or an Alternate Letter of Credit has not been delivered.

Holders of Notes subject to mandatory tender do not have the right to waive a mandatory tender and retain their Notes.

Section 3.03 Purchase Of Tendered Notes.

(a) In performing its duties under this Article III, the Trustee shall act as a conduit and not be considered to be purchasing Notes for its own account. No acceptance of Notes by the Trustee hereunder shall effect any merger or discharge of the indebtedness of the City evidenced by the Notes. The Trustee shall accept all Notes properly tendered to it for purchase in accordance with the provisions of the Notes as set forth in the form of Note attached hereto as (Sub)Exhibit A; provided, however, that the Trustee shall not accept any Notes tendered if at the time of the tender the principal of the Notes shall have been accelerated pursuant to Section 7.02 of this Indenture.

(b) The Trustee shall establish a special trust fund designated as the "City of Chicago General Obligation Tender Notes, Series 2008 Purchase Fund" (the "Purchase Fund"). The Trustee shall hold all Notes delivered to it in trust for the benefit of the respective Noteholders delivering such Notes until monies representing the purchase price of such Notes have been delivered to or for the account of such Noteholders. The Trustee shall hold all monies delivered to it for the purchase of Notes in such fund in trust and without investment, solely for the benefit of the persons delivering such monies until the Notes purchased with such

monies have been delivered to or for the account of such persons. The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Purchase Fund to pay the purchase price of tendered Notes as the same becomes due and payable, which authorization and direction the Trustee accepts.

Section 3.04 Remarketing Of Tendered Notes; Payment Of Purchase Price.

(a) The Remarketing Agent shall use its best efforts to remarket tendered Notes at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any.

(b) Upon receipt of a duly tendered written notice of an optional tender of Notes conforming to the requirements in the form of Note attached hereto as (Sub)Exhibit A, the Trustee shall notify the Remarketing Agent, the Bank and the City of the principal amount of Notes tendered and the date fixed for purchase.

(c) Prior to 11:00 A.M., New York City time, on each purchase date (whether optional or mandatory), the Remarketing Agent shall give telephonic or facsimile notice (promptly confirmed in writing) to the Bank, the City and the Trustee of the principal amount of such Notes remarketed, the names, addresses and taxpayer identification numbers of the purchasers and the denominations in which the Notes are to be issued to each purchaser. If less than all of the Notes to be tendered on such purchase date have been remarketed, the Remarketing Agent shall, in addition, notify the Trustee, the Bank and the City prior to 11:00 A.M., New York City time, on the purchase date, of the principal amount of Notes which have not been remarketed and the amount of accrued interest to be paid on such Notes on such purchase date. Purchasers of Notes which have been remarketed shall be required to deliver the purchase price thereof directly to the Remarketing Agent for delivery to the Trustee for deposit in the Purchase Fund not later than 11:00 A.M., New York City time, on the purchase date. By 12:00 Noon, New York City time, on the purchase date, the Trustee shall notify the Remarketing Agent, the City and the Bank of any Notes which have been remarketed and for which payment has not been received.

(d) By 12:30 P.M., New York City time, on the purchase date (whether optional or mandatory), the Trustee shall draw upon the Letter of Credit in amount equal to the purchase price of: (i) any tendered Notes not remarketed; and (ii) any tendered Notes remarketed and for which payment has not been received.

(e) Any Note tendered for purchase after the date on which the Trustee has notified the Noteholders of a change in Interest Rate Determination Method in accordance with the provisions of Section 2.03 hereof shall not be remarketed unless the purchaser has been notified of the change in Interest Rate Determination Method. Any such notice shall contain the same provisions as the notice required of the Trustee pursuant to Section 2.03(d) of this Indenture. Any purchaser so notified must deliver a notice to the Trustee stating that such purchaser will tender his Notes for purchase on the effective date of the change in Interest Rate Determination Method, and agreeing not to resell the Notes before such date.

Section 3.05 Funds For Purchase Price Of Notes.

On the date Notes are to be purchased pursuant to the provisions of this Indenture, the Trustee shall deliver the purchase price to the tendering Noteholder only from the funds listed below, in the order of priority indicated:

(a) the proceeds of the sale of such Notes which have been remarketed by the Remarketing Agent to any person other than the City and delivered to the Trustee by 11:00 A.M., New York City time, on the purchase date;

(b) monies drawn under the Letter of Credit (which shall include amounts held in the Letter of Credit Fund to the extent of amounts held therein); and

(c) monies deposited by the City with the Trustee pursuant to this Indenture.

Section 3.06 Delivery Of Purchased Notes.

The Trustee shall make available by 1:30 P.M., New York City time, on a purchase date (whether optional or mandatory), at its Principal Office, Notes purchased with monies described in Section 3.05(a) hereof for receipt by the purchaser thereof. Notes purchased with monies described in Section 3.05(a) hereof shall be registered in the manner directed by the Remarketing Agent and delivered to the Remarketing Agent for redelivery to the purchasers thereof. Notes purchased with monies described in Section 3.05(b) hereof shall be held by the Trustee, and registered by the Trustee in the name of the City indicating their status as Pledged Notes pursuant to Section 3.08 hereof. Notes purchased with monies described in Section 3.05(c) hereof shall be registered in the name of the City and held for the account of the City.

Section 3.07 Delivery Of Proceeds Of Sale Of Purchased Notes.

Except in the case of the sale of any Pledged Notes, the proceeds of the sale of any Notes, to the extent not required to pay the purchase price thereof, shall be paid to or upon the order of the City.

Section 3.08 Custody Account.

(a) There is hereby created by the City and ordered established with the Trustee a separate and segregated trust account to be designated the "City of Chicago General Obligation Tender Notes, Series 2008 Custody Account" (the "Custody Account").

(b) If any Note is purchased by the Trustee pursuant to Section 3.03 hereof with monies drawn under the Letter of Credit pursuant to Section 3.05(b) hereof, that Note shall be delivered to and held by the Trustee, shall be registered in the name of the City (and shall

thereafter constitute a Pledged Note until released as herein provided), shall be deposited in the Custody Account, and shall be released only upon receipt by the Trustee of (i) an amount equal to the principal amount thereof plus accrued interest, if any, thereon to the date of purchase, and (ii) evidence satisfactory to the Trustee that either (A) the Letter of Credit has been (or simultaneously with the release of the Pledged Note from the Custody Account, will be) reinstated or (B) an Alternate Letter of Credit has been issued, in each case in the amount required by Section 5.03 of this Indenture; provided, however, that in connection with such reinstatement of the Letter of Credit or issuance of an Alternate Letter of Credit if the Notes bear interest at a Short-Term Intermediate Rate or a Fixed Rate and the stated amount of the Letter of Credit or Alternate Letter of Credit has not been increased in accordance with the last sentence of Section 5.03(d) hereof, sufficient amounts shall be drawn under the Letter of Credit and deposited into the Letter of Credit Fund (and the Bank reimbursed therefor) and, if such draws are insufficient, accrued interest received as part of the purchase price (or a portion thereof) shall be held in a separate trust fund for the payment of interest on the Notes so that the amount then held in the Letter of Credit Fund plus such accrued interest, if any, is not less than the amount that would have been deposited in such Fund as a result of draws pursuant to Section 5.03(d) hereof if such Note did not constitute a Pledged Note hereunder; provided, further, however, that no single draw pursuant hereto may be made with respect to more than fifty-nine (59) days' interest on the Notes being remarketed at the maximum rate of interest used for purposes of calculating the stated amount of the Letter of Credit. The Remarketing Agent shall use its best efforts to remarket Pledged Notes. If the Remarketing Agent remarkets any Pledged Note, the Remarketing Agent shall give the notice described in the first sentence of Section 3.04(c) hereof, and shall direct the purchaser of such Pledged Note to transfer on the purchase date, the purchase price of such remarketed Pledged Note directly to the Remarketing Agent for delivery to the Trustee not later than 11:00 A.M., New York City time, on the purchase date. The Remarketing Agent shall deliver remarketed Pledged Notes to the purchasers thereof in accordance with Section 3.06 hereof.

(c) The proceeds of the remarketing of Pledged Notes or purchase of Pledged Notes by the City shall be deposited into the Custody Account and held by the Trustee for the account of, and in trust solely for, the Bank, shall not be commingled with any other monies held by the Trustee, and shall be paid over immediately to the Bank.

(d) On each Interest Payment Date prior to the release of Pledged Notes held in the Custody Account, the Trustee shall apply monies in the applicable account of the Note Fund to the payment of principal of and interest on such Pledged Notes, but shall not draw on the Letter of Credit or use monies in the Letter of Credit Fund for such purpose to any extent whatsoever; and the Trustee shall receive for the account of the Bank the interest and principal paid in respect of such Pledged Notes held in the Custody Account, and immediately upon such receipt the Trustee shall pay such interest and principal over to the Bank; provided, however, that if at such time the Trustee has been notified in writing by the Bank that there shall not remain any amount due and owing to the Bank under the Reimbursement Agreement, such interest and principal payments shall be paid over to the City.

(e) If, on any date prior to the release of Pledged Notes held in the Custody Account, all Notes are called for redemption pursuant to Article IV hereof, or the Trustee declares an acceleration of the Notes pursuant to Section 7.02 hereof, Pledged Notes held in the Custody Account shall be deemed to have been paid, and shall thereupon be cancelled by the Trustee.

(f) It is recognized and agreed by the Trustee that while it holds Pledged Notes, such Pledged Notes are held by the Trustee for the benefit of the Bank as a first priority secured creditor.

Article IV.

Redemption And Purchase Of Notes By City.

Section 4.01 Redemption Of Notes Prior To Maturity.

All Notes shall be subject to redemption prior to maturity at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of redemption, as follows:

(a) Any Notes bearing interest at a Weekly Rate shall be subject to redemption prior to maturity in whole or in part at the option of the City on the first Business Day of any month.

(b) Any Notes bearing interest at a Short-Term Intermediate Rate or a Fixed Rate shall not be subject to optional redemption by the City.

(c) All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives written notice from the Bank not later than ten (10) calendar days from the date of a drawing that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or (ii) if the Trustee receives written notice from the Bank that an event of default has occurred under the Reimbursement Agreement. If notice of either of such events shall have been received by the Trustee, the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof and the Trustee shall promptly notify the City and the Remarketing Agent that it has received such notice from the Bank.

(d) The Notes shall be subject to mandatory redemption not more than sixty (60) days following the last date for payment without interest or penalty of the taxes levied by the City to pay the amounts appropriated for the funds referred to in Section 2.01 hereof. If such day is not a Business Day, such redemption shall occur on the first Business Day next prior to such day. Any such mandatory redemption shall include all Notes, whether bearing interest at a Fixed Rate, a Weekly Rate or a Short-Term Intermediate Rate during a Short-Term Intermediate Rate Period that ends after such redemption date. The Chief Financial Officer

shall give notice to the Bank and the Trustee of such redemption no fewer than forty-five (45) days prior to such redemption date.

Section 4.02 Purchase Of Notes By City.

(a) The City, acting through the Chief Financial Officer, reserves the right to purchase for cancellation any Note tendered for purchase pursuant to Section 3.01 hereof or subject to mandatory tender pursuant to Section 3.02 hereof, or to purchase any Note held to the credit of the Custody Account, upon notice to the Trustee, the Bank and the Remarketing Agent given by irrevocable telephonic or facsimile notice (promptly confirmed in writing) (i) in the case of the purchase of a Note tendered pursuant to Section 3.01 hereof or a Note held to the credit of the Custody Account, given not later than 2:00 P.M., New York City time, on the Business Day preceding such day of purchase, and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 3.02 hereof, given not later than 3:00 P.M., New York City time, on the second-to-last Business Day before the mandatory tender date for such Note (or the first Business Day of any Short-Term Intermediate Rate Period which is shorter than two (2) Business Days for Notes subject to mandatory tender at the end of such Short-Term Intermediate Rate Period). Such notice from the Chief Financial Officer shall state the principal amount of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 3.02 hereof. Prior to the applicable date of notice set forth in the first sentence of this Section 4.02(a), the City shall deposit with the Trustee funds sufficient to purchase such Notes. Any Notes so purchased for cancellation shall be selected first, from Notes held to the credit of the Custody Account, second, from any Notes as such become available upon optional tender, and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 3.02 hereof; provided, however, that if fewer than all of the Notes subject to mandatory tender pursuant to Section 3.02 hereof are to be purchased for cancellation, the Notes so purchased shall be selected by lot in such manner as the Trustee deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may be sold or remarketed only if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Section 4.03 Procedure For Redemption.

(a) In order to exercise its option to redeem the Notes prior to maturity pursuant to paragraph (a) of Section 4.01 hereof, the City shall notify the Trustee, the Bank and the Remarketing Agent no later than forty-five (45) days prior to the designated redemption date.

(b) Notice by Mail of the redemption of Notes prior to maturity pursuant to Section 4.01 hereof shall be given by the Trustee in the name of the City: (i) in the case of the redemption of Notes pursuant to paragraph (a) or (d) of Section 4.01, not fewer than thirty (30) days nor more than sixty (60) days prior to the redemption date; (ii) in the case of the redemption of Notes pursuant to paragraph (c) of Section 4.01, not fewer than five (5) days nor more than ten (10) days after the receipt by the Trustee of a notice given by the Bank pursuant to such paragraph. A copy of each such redemption notice shall be given to the City and the Bank.

(c) Each such redemption notice shall specify (i) the Notes to be redeemed by C.U.S.I.P. number, (ii) the redemption date (which shall be not more than fourteen (14) days after the date on which the Trustee receives notice from the Bank pursuant to paragraph (c) of Section 4.01 hereof); (iii) the place where amounts due upon such redemption will be payable (which shall be the Principal Office of the Trustee); (iv) if less than all the Notes are to be redeemed, specify the specific Notes to be redeemed, identified by number, and the principal amounts of such Notes to be redeemed, and (v) that on the redemption date, the Notes shall cease to bear interest. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee.

(d) Failure to give Notice by Mail of optional redemption as to any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes in respect of which no failure or defect occurs. Failure to give Notice by Mail of the mandatory redemption of any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for redemption of such Notes. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee.

(e) When Notes are called for partial redemption as provided in paragraph (a) of Section 4.01 hereof, the specific Notes to be redeemed shall be selected by the Trustee in Authorized Denominations.

(f) When notice of redemption is given as required, Notes (or portions thereof) called for redemption shall become due and payable on the redemption date at the applicable redemption price; provided that funds are deposited with the Trustee sufficient for such redemption, interest on the Notes (or portions thereof) to be redeemed shall cease to accrue as of the date of redemption.

If it is determined that one or more, but not all, of the units of Authorized Denominations represented by any Note is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Noteholder shall forthwith surrender such Note to the Trustee for (i) payment to such Noteholder of such unit of the redemption price of such Note called for redemption, and (ii) delivery to such Noteholder of a new Note or Notes of the same series and in the aggregate principal amount of the unredeemed balance of the principal amount of such Note, without charge therefor.

(g) If the Noteholder of any such Note of a denomination greater than the amount called for partial redemption shall fail to present such Note to the Trustee for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the date fixed for

redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

Section 4.04 No Partial Redemption Of Notes After Default.

Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in paragraph (i), (ii) or (iii) of Section 7.01 hereof, there shall be no redemption of fewer than all of the Notes at the time Outstanding.

Article V.

Creation Of Funds And Security For Notes.

Section 5.01 The Note Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 2008 Note Fund" (the "Note Fund").

(b) Subject to the right of the City and the Bank to make alternate arrangements with respect to the reimbursement of the Bank by the City for draws under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to pay the principal of and interest on the Notes as the same become due.

(c) Monies on deposit in the Note Fund shall be applied by the Trustee to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit, directly to pay the principal of or interest on the Notes as the same become due.

(d) Pending the use of monies held in the Note Fund, the Trustee shall invest such monies in Permitted Investments upon the direction of the Chief Financial Officer, but subject to the requirements of the Reimbursement Agreement, if applicable. Income from such investments shall be credited to the Note Fund.

Section 5.02 The Letter Of Credit Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 2008 Letter of Credit Fund" (the "Letter of Credit Fund").

(b) The City shall cause to be deposited into the Letter of Credit Fund amounts drawn under the Letter of Credit with respect to the payment of principal of and interest on, or the purchase price of, the Notes. Monies on deposit in the Letter of Credit Fund shall not be commingled with any other monies held by the Trustee.

(c) Monies on deposit in the Letter of Credit Fund shall be applied by the Trustee to pay the principal of and interest on the Notes (including interest on Notes tendered for purchase in accordance with Section 3.01 hereof).

(d) Pending the use of monies held in the Letter of Credit Fund, the Trustee shall invest such monies upon the direction of the Chief Financial Officer in either (1) general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall mature not later than the date or dates on which such funds will be needed for the purposes for which such funds were deposited into the Letter of Credit Fund, and in any event, not later than the earlier of (i) thirty (30) days from the date of such investment, or (ii) the date as of which the Trustee shall have declared the Notes to be due and payable in accordance with Section 7.02(b) hereof, or (2) any Permitted Investment listed in clause (g) of the definition thereof, provided that shares in such domestic money market mutual fund are rated in the highest rating category by each Rating Agency then rating the Notes, and provided further that the funds so invested are available from such domestic money market mutual fund at such time as such funds will be needed for the purposes for which such funds were deposited into the Letter of Credit Fund. Income from such investments shall be credited to the Letter of Credit Fund.

Section 5.03 The Letter Of Credit.

(a) So long as any Notes are Outstanding under this Indenture, the City covenants and agrees to maintain the Letter of Credit for the benefit of the holders of the Notes. The Letter of Credit shall entitle the Trustee to draw up to (a) an amount sufficient (i) to pay the principal amount of the Notes, or (ii) to pay the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount not less than fifty-nine (59) days' interest on the Notes (calculated at the rate of ten percent (10%) per annum) (i) to pay interest on the Notes, or (ii) to pay the portion of the purchase price equal to the accrued interest, if any, on the Notes delivered to it for purchase.

(b) The Letter of Credit shall be held by the Trustee in its capacity as Trustee under this Indenture. The Trustee shall not sell, assign or transfer the Letter of Credit except to a successor Trustee designated in accordance with the terms and provisions hereof.

(c) The Trustee shall make drawings under the Letter of Credit in accordance with the terms thereof to make timely payments of the principal of and interest on the Notes (other than Pledged Notes) as the same become due whether upon maturity, redemption or acceleration or on an Interest Payment Date. The Trustee shall also make drawings under the Letter of Credit to pay the purchase price of tendered Notes in accordance with Section 3.04(d) hereof.

(d) During any period when the Notes (or Subseries, if applicable) bear interest at a Short-Term Intermediate Rate or a Fixed Rate, commencing on the date on which such Notes begin to bear interest at a Short-Term Intermediate Rate or a Fixed Rate and on the first Business Day of each calendar month thereafter while such Notes bear interest at a Short-Term Intermediate Rate or a Fixed Rate, the Trustee shall draw under the Letter of Credit an amount sufficient to cause the amount on deposit in the Letter of Credit Fund on such day to equal (i) the accrued and unpaid interest on such Notes, plus (ii) the interest that would accrue on such Notes from such day to and including the first Business Day of the following month assuming such Notes remain Outstanding until such day, calculated (x) at the actual rate of interest on such Notes for any day interest is to accrue at a rate known on the day such draw is made, and (y) at the rate of ten percent (10%) for any day interest is to accrue at a rate unknown on the date such draw is made. Notwithstanding the deposit of any such monies under the Indenture and the reimbursement of the Bank for any such drawing under the Letter of Credit, the City shall have no right, title and interest in and to such monies, which shall be held exclusively for the holders of the Notes in accordance with the provisions of this Indenture. In the event the City causes to be delivered to the Trustee an effective amendment or supplement to the Letter of Credit increasing the stated amount thereof to an amount sufficient to pay the principal amount of the Notes plus four hundred (400) days' interest with respect to Notes bearing interest at a Short-Term Intermediate Rate and two hundred fifteen (215) days' interest with respect to Notes bearing interest at a Fixed Rate, and if so directed in writing by the City, the Trustee shall make drawings under the Letter of Credit in accordance with paragraph (c) of this Section 5.03 rather than this paragraph (d).

Section 5.04 Alternate Letter Of Credit.

(a) Upon not fewer than thirty (30) days' written notice to the Trustee, the Remarketing Agent and the Bank, and the satisfaction of conditions specified in this Section 5.04, the City may deliver to the Trustee an irrevocable letter of credit in substitution for the letter of credit then held by the Trustee. Upon receipt of notice from the City that it intends to deliver an Alternate Letter of Credit to the Trustee, the Trustee shall give Notice by Mail to Noteholders of the intended delivery of such Alternate Letter of Credit (which notice shall be given not fewer than twenty (20) days prior to the proposed delivery date thereof). The extension of the scheduled expiration date of the Letter of Credit shall not be subject to the provisions of this Section 5.04.

(b) Any Alternate Letter of Credit shall be an irrevocable letter of credit issued by one or more commercial banks having the same material terms and provisions as the Letter of Credit delivered upon the original issuance of the Notes.

(c) On or prior to the date of delivery of an Alternate Letter of Credit to the Trustee, there shall be delivered to the Trustee (i) written evidence from Moody's, if the Notes are rated by Moody's, and from S&P, if the Notes are rated by S&P, in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate

Letter of Credit is a valid and binding obligation of the Bank issuing such Alternate Letter of Credit.

(d) An Alternate Letter of Credit may not be delivered while any of the Notes bear interest at a Short-Term Intermediate Rate unless the effective date of such Alternate Letter of Credit coincides with an Interest Payment Date for all Notes that bear interest at a Short-Term Intermediate Rate.

(e) Upon delivery of an Alternate Letter of Credit to the Trustee satisfying the requirements of this Section 5.04, the Trustee shall accept such Alternate Letter of Credit and, when all outstanding draws on the existing Letter of Credit have been honored, shall concurrently surrender the existing Letter of Credit to the Bank for cancellation. If the existing Letter of Credit and the Alternate Letter of Credit are contemporaneously effective for any period and all conditions precedent to the effectiveness of the Alternate Letter of Credit have been satisfied, any draws made during such period shall be made under the Alternate Letter of Credit.

Section 5.05 Tax Levy To Reimburse Bank Or Pay Notes.

Unless the Chief Financial Officer shall certify to the Bank on or before _____ ___, 20__ that sufficient funds are legally available and will be used to reimburse the Bank on _____ ___, 20__ for drawings under the Letter of Credit to pay the principal of and interest on, or the purchase price of, the Notes, or to pay directly the principal of and interest on, or purchase price of, the Notes, a tax levy ordinance shall be adopted by the City Council to the extent permitted under the City Tax Limitation Ordinance and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before the maturity date of the Notes, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before _____ ___, 20__, or to pay the principal of and interest on, or the purchase price of, the Notes if the Bank shall have failed to honor a properly presented and conforming draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on, or the purchase price of, the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, the taxes so levied shall be abated.

The Chief Financial Officer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this paragraph into the applicable account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.06 Insufficiency Of Taxes To Reimburse Bank.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then the Chief Financial Officer is hereby directed to make such payments in accordance with the Reimbursement Agreement from any other monies, revenues, receipts, income, assets or

funds of the City that are legally available for that purpose in anticipation of the collection of the taxes.

Section 5.07 Notes Not Presented For Payment.

(a) In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if monies sufficient to pay such Notes are held by the Trustee for the benefit of the Noteholders, the Trustee shall segregate and hold such monies in a trust account separate and apart from the other funds and accounts held hereunder without liability to Noteholders for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture. Any such monies shall be invested in conformity with the provisions of paragraph (d) of Section 5.02 hereof relating to monies in the Letter of Credit Fund.

(b) Any monies which the Trustee shall segregate and hold in trust for the payment of the principal of or interest on, or the purchase price of, any Note and which shall remain unclaimed for two (2) years after such principal or interest or purchase price has become due and payable shall, upon the City's and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Trustee, be paid to the City. After the payment of such unclaimed monies to the City, the holder of such Note shall thereafter look only to the City for the payment thereof, unless an abandoned property law of the State designates another person, and all liability of the Trustee and the Bank with respect to such monies shall thereupon cease.

Article VI.

General Covenants Of City.

Section 6.01 Pledge Of Full Faith, Credit And Resources Of The City.

The Notes are direct and general obligations of the City for the payment of which the City hereby pledges its full faith, credit and resources. The principal of and interest on the Notes shall be paid by the City as the same become due at the place, at the time and in the manner provided herein and in the Notes from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose (subject to the limitations of the City Tax Limitation Ordinance).

Section 6.02 Indenture To Constitute Contract.

In consideration of the purchase and acceptance of the Notes by the holders from time to time of the Notes, the provisions of this Indenture and any Supplemental Indenture shall

constitute a contract among the City, the Trustee and the Owners from time to time of the Notes.

Section 6.03 Performance Of Covenants.

The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and in the Remarketing Agreement, and in all proceedings pertaining thereto.

Section 6.04 Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the holders of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other monies on deposit in any fund or account maintained in respect of the Notes (whether such monies were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further agrees: (i) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (ii) to comply with all covenants, representations and assurances contained in any certificate or agreement executed and delivered by the City in connection with the issuance of the Notes; (iii) to establish with the Trustee a Rebate Fund into which the City shall deposit amounts required to be rebated to the United States; (iv) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (v) to file such forms, statements and supporting documents as may be required and in a timely manner; and (vi) if deemed necessary or advisable by its officers, to retain fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

Article VII.

Events Of Default And Remedies.

Section 7.01 Events Of Default.

Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

(i) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;

(ii) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;

(iii) a failure to pay the purchase price of any validly tendered Note under the provisions of Section 3.01 or 3.02 hereof, to the holder thereof upon the same Business Day such Note is tendered;

(iv) a failure by the City to maintain the Letter of Credit as provided in this Indenture; or

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding.

Section 7.02 Remedies.

(a) Upon the occurrence and continuance of any Event of Default, the Trustee may, and at the written request of Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding, shall, by written notice to the City, the Remarketing Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, and the Trustee shall give notice thereof to the City, the Remarketing Agent and the Bank, and shall give Notice by Mail thereof to all Owners of Outstanding Notes; provided, however, that no such declaration shall be effective following the occurrence of an Event of Default under clause (v) of Section 7.01 without the express consent of the Bank unless the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit.

(b) Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of Noteholders owning not less than a majority in aggregate principal amount of the Notes then Outstanding or the Bank (but only if the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) and, in addition, receipt of indemnity to its satisfaction shall, in its own name and as the trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Indenture and the Letter of Credit;

(ii) bring suit upon the Notes; or

(iii) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

Section 7.03 Rescission Of Notice Of Redemption; Restoration To Former Position.

(a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of any notice given by the Bank pursuant to paragraph (c) of Section 4.01 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that it has withdrawn the notice given pursuant to paragraph (c) of Section 4.01 and that the Letter of Credit is in force and effect in the amount required by Section 5.03 hereof. Notice of such rescission and annulment shall be given by the Trustee to the City, the Remarketing Agent and the Bank prior to the notice to the Noteholders of such mandatory redemption.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bank, the Noteholders and the Remarketing Agent, respectively, shall be restored to their former positions and all rights, remedies and powers of each of such parties shall continue as though no such proceeding had been taken.

Section 7.04 Noteholders' Right To Direct Proceedings.

The Noteholders owning a majority in aggregate principal amount of the Notes then Outstanding hereunder or the Bank (but in the case of the Bank, only with respect to remedies not related to the enforcement of the tax covenants of the City and only if the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture; provided, however, that (a) such direction shall not be in conflict with any rule of law or this Indenture, including, but not limited to, Section 7.02(a) hereof, (b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction and (c) the Trustee need not take any action which might involve it in personal liability unless indemnified to its satisfaction or which might be unjustly prejudicial to the Noteholders not consenting to such direction. In the event of a conflict between the direction of the Noteholders and the direction of the Bank, given as provided above, the Trustee shall follow the direction of the Bank, provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit.

Section 7.05 Limitation On Noteholders' Right To Institute Proceedings.

No Noteholder, in its capacity as such, shall have any right to institute any suit, action or

proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as herein above provided and unless also Noteholders of not less than a majority in aggregate principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding, it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

Section 7.06 No Impairment Of Right To Enforce Payment.

Notwithstanding any other provision in this Indenture, the right of any Noteholderto receive payment of the principal of and interest on such Note, or the purchase price thereof, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Section 7.07 Proceedings By Trustee Without Possession Of Notes.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

Section 7.08 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Trustee, the Bank or Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.09 No Waiver Of Remedies.

No delay or omission of the Trustee, the Bank or any Noteholder to exercise any right or

power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.10 Application Of Monies.

Any monies received by the Trustee (except for proceeds of the remarketing of the Notes and monies drawn under the Letter of Credit, which shall be applied solely to the purposes for which such monies were received or drawn, as provided herein), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such monies and of the expenses, liabilities and advances incurred or made by the Trustee, shall be deposited in the Note Fund and all monies so deposited in the Note Fund during the continuance of an Event of Default (other than monies for the payment of Notes which have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such monies shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of this Indenture) and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege, and (iii) third, to the payment to the Bank of any amounts owed to the Bank under and pursuant to the Reimbursement Agreement.

(b) If the principal of all the Notes shall have been declared due and payable, all such monies shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank, to the extent that any amounts are owed to the Bank under and pursuant to the Reimbursement Agreement.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 7.03 hereof, then, subject to the provisions of paragraph (b) of this Section 7.10

which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the monies shall be applied in accordance with the provisions of paragraph (a) of this Section 7.10.

Whenever monies are to be applied pursuant to this Section 7.10, such monies shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. Whenever the Trustee shall apply such funds it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such monies and of the fixing of any such date by Notice by Mail to all Owners of Outstanding Notes and shall not be required to make payment to any Owner until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.11 Severability Of Remedies.

It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

Section 7.12 Waivers Of Events Of Default.

The Trustee may, at its discretion, waive any event of default hereunder and its consequences, and rescind any declaration of acceleration of the principal of all of the Notes, and shall do so upon the written request of the owners of (1) a majority in aggregate principal amount of the Notes then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or (2) a majority in aggregate principal amount of the Notes then Outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any Outstanding Notes at the date of stated maturity, or (b) any default in the payment when due of the interest on any such Notes, unless, prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal when due, as the case may be, with interest on overdue principal at the rates borne by such Notes, and expenses of the Trustee in connection with such default shall have been paid, and in case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee, the Bank and the owners of the Notes shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

No waiver shall be effective without the express consent of the Bank unless the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit.

Article VIII.

Appointment And Duties Of Trustee And Remarketing Agent.

Section 8.01 Appointment Of Trustee.

The City hereby appoints _____, _____, _____, as Trustee, for the purposes and upon the express terms and conditions set forth herein. The acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City and the Noteholders by its delivery and their acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

Section 8.02 No Responsibility For Recitals.

The recitals, statements and representations contained in this Indenture or in the Notes, save only the Trustee's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness thereof. Nothing contained in this Section 8.02 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.

Section 8.03 Limitations On Liability.

The Trustee may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

Section 8.04 Compensation, Expenses And Advances.

The Trustee shall be entitled to reasonable compensation for its services rendered

hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for its actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a default hereunder. If any Event of Default under this Indenture shall otherwise exist, the Trustee shall have, in addition to any other rights hereunder, a lien, prior to the lien of the Noteholders and the Bank, for the payment of its compensation and the reimbursement of its expenses and any advances made by the Trustee, as provided in this section, upon the monies and obligations in the Note Fund; provided, however, that such priority shall not relate or extend to (a) monies drawn under the Letter of Credit (unless the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit), (b) remarketing proceeds, (c) monies deposited with or paid to the Trustee for the payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof, or (d) funds held pursuant to Section 5.07 hereof; and provided further, however, that nothing contained in this Section 8.04 shall limit or restrict the obligations of the Trustee (i) to draw upon the Letter of Credit at the times and in the manner required hereunder, or (ii) apply the proceeds of such draws to the payment of the principal of and interest on, or redemption or purchase price of, the Notes as required herein and in the Notes.

Section 8.05 Notice Of Events Of Default.

The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01 hereof, unless specifically notified in writing of such default or Event of Default by Owners of at least a majority in aggregate principal amount of the Notes then Outstanding.

Section 8.06 Trustee To Maintain Office.

If the City has discontinued the use of D.T.C.'s book-entry system, the Trustee, or an agent or co-trustee thereof, shall maintain an office in New York, New York, where Notes may be presented for payment of the principal amount thereof upon maturity, redemption or tender.

Section 8.07 Good Faith Reliance.

The Trustee in the absence of negligence or bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written

opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements; provided, however, that the Trustee shall not be so protected if the Trustee has actual knowledge with respect to such matters to the contrary.

Neither the Trustee nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at the request of such person unless satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by the Chief Financial Officer. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by the Chief Financial Officer.

Section 8.08 Dealings In Notes And With City.

The Trustee, the Bank and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Notes issued hereunder for their own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if they did not act in any capacity hereunder. The Trustee, the Bank and the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depositary, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if they did not act in any capacity hereunder.

Section 8.09 Resignation Of Trustee.

The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Remarketing Agent and the Bank, not fewer than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation, not fewer than twenty-one (21) days prior to such resignation date, to the Owners of Outstanding Notes. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided, and (ii) the resigning Trustee transfers and assigns the Letter of Credit in accordance with its terms to the successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer and assignment of the Letter of Credit. If the successor Trustee shall not have been appointed within a period of ninety (90) days following

the giving of such notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.13 hereof.

Section 8.10 Removal Of Trustee.

The Trustee may be removed by the City at any time prior to an Event of Default by filing with the Trustee, the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder; and provided, further, that the Trustee shall transfer and assign the Letter of Credit to the successor Trustee in accordance with its terms upon such removal.

Section 8.11 Appointment Of Successor Trustee.

In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the Chief Financial Officer. After any appointment by the Chief Financial Officer, the City shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Remarketing Agent and the Bank, and shall cause Notice by Mail to be given to all Noteholders. No such appointment shall be effective until the successor Trustee shall have accepted such appointment and the predecessor Trustee shall have transferred the Letter of Credit to the successor Trustee in accordance with its terms.

Section 8.12 Qualifications Of Successor Trustee.

Every successor Trustee (a) shall be a commercial bank with trust powers or a trust company other than any issuer of the Letter of Credit (i) duly organized under the laws of the United States of America or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined capital stock, surplus and undivided profits of at least Ten Million Dollars ($10,000,000).

Section 8.13 Judicial Appointment Of Successor Trustee.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified

in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 8.12 hereof.

Section 8.14 Acceptance Of Trusts By Successor Trustee.

In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04 hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all monies and other assets at the time held by it hereunder.

Section 8.15 Successor By Merger, Consolidation Or Sale Of Assets.

Any corporation into which all or substantially all of the corporate trust business of any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or as a result of a sale of assets, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.16 Standard Of Care; Action By Trustee.

Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in its exercise as a prudent person would use and exercise under the circumstances in the conduct of his or her own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least a majority in aggregate principal amount of the Notes then Outstanding, and, if in its opinion such action may involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee, and shall not affect any discretion or power given by

any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. Nothing in this Section 8.16 shall permit the Trustee to delay the exercise of any mandatory power or direction hereunder, including but not limited to, giving of notice of mandatory tender or redemption, drawing upon the Letter of Credit at the times and in the manner set forth herein or declaring the Notes to be immediately due and payable in accordance with the terms and provisions of this Indenture.

Section 8.17 Duties Of The Trustee.

The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Chief Financial Officer and the Bank as shall be reasonably requested in writing by the Chief Financial Officer or the Bank.

Section 8.18 Remarketing Agent.

The City hereby appoints _____ as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

Upon thirty (30) Business Days' written notice, the Remarketing Agent may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any monies and Notes held by it in such capacity to its successor or, if there is no successor, to the Trustee.

In the event that the City shall fail to appoint a Remarketing Agent hereunder, or in the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by the Remarketing Agent or successor Remarketing Agent as the case may be; provided, however, that the Trustee, in its capacity as Remarketing Agent, shall not be required to sell Notes or to perform the duties set forth in Sections 2.02 or 2.03 hereof.

Article IX.

Amendments To This Indenture.

Section 9.01 Limitations On Amendments Of This Indenture.

This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with the provisions of this Article IX.

Section 9.02 Amendments Without Noteholder Consent.

(a) The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to and with the written consent of the Bank, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to grant to or confer or impose upon the Trustee for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iii) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any monies, securities or funds;

(v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;

(vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended; or

(vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clause (i), (ii) or (iii) of Section 9.03(a) hereof and which, in the judgment of the

Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and the Trustee shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the terms hereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code, and the Trustee may rely conclusively upon such opinion as to such matters.

Section 9.03 Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 9.02 hereof, subject to the terms and provisions contained in this Section and not otherwise, the City and the Trustee may, from time to time, with the written consent of the Bank and the consent of Noteholders of not less than sixty percent (60%) in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of this section, the Trustee shall cause Notice by Mail of the proposed Supplemental Indenture to be given to all Owners of Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Noteholders.

(c) Within six (6) months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Note holders and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms hereof and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax

purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions thereof.

Section 9.04 Effect Of Supplemental Indenture.

Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

Article X.

Miscellaneous.

Section 10.01 Defeasance.

(a) If the City shall pay or cause to be paid to the Noteholders, the principal of and interest to become due thereon, at the times and in the manner stipulated therein and in this Indenture and has paid to the Bank all obligations under the Reimbursement Agreement, then the pledge of any monies, securities, funds and property hereby pledged and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver all monies or securities held by it pursuant to this Indenture which are not required for the payment or redemption of Notes not theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Noteholders of all Outstanding Notes the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Notes shall cease to be entitled to any lien, benefit or security hereunder and all covenants, agreements and obligations of the City to the owners of such Notes shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Notes that bear interest at a Fixed Rate or interest installments appertaining thereto shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this section if (i) in case any of said Notes are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article IV notice of redemption on said date of such Notes, (ii) there shall have been deposited with or held by the Trustee either monies in an amount which shall be sufficient, or noncallable, nonprepayable Government Obligations the principal of and the interest on which when due will provide monies which, together with the monies, if any, deposited with or held by the Trustee at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said Notes on and prior to the redemption date or maturity date thereof, as the case may be, as certified by an independent certified public accountant acceptable to the Trustee, and (iii) in the event said Notes do not mature and are not by their terms subject to redemption within the next succeeding sixty (60) days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, by first class mail, postage prepaid, a notice to the Owners of such Notes that the deposit required by (ii) above has been made with the Trustee and that said Notes are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which monies are to be available for the payment of the principal of and interest on said Notes. Neither Government Obligations nor monies deposited with the Trustee pursuant to this section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Notes; but any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said Notes on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City free and clear of any trust, lien or pledge, subject to any rights of the Bank under the Reimbursement Agreement.

(c) Upon the payment or the provision for payment of the Notes in accordance with this Section 10.01, the Trustee shall return the Letter of Credit to the Bank.

Section 10.02 Parties In Interest.

Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Trustee and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Trustee and the Noteholders. Section 6.02 hereof shall not be construed to limit or restrict any rights or benefits conferred on the Bank hereunder.

Section 10.03 Severability.

In case anyone or more of the provisions of this Indenture or of the Notes issued hereunder

shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes, and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

Section 10.04 No Personal Liability Of Officials Of City.

No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes or the execution and delivery of the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement.

No member, official, officer, agent or employee, as such, of the City shall have any liability for any obligations of the City under the Notes or this Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note shall waive and release all such liability. The waiver and release are part of the consideration for the issue of the Notes.

Section 10.05 Counterparts.

This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 10.06 Governing Law.

The laws of the State shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder.

Section 10.07 Notices.

(a) Except as otherwise provided in this Indenture all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Office of the Chief Financial Officer, Sixth Floor, 33 North LaSalle Street, Chicago, Illinois 60602, Attention: Chief Financial Officer, Telecopier: (omitted for printing purposes); if to the Trustee, at _____, _____, _____,

_____ _____, Attention: _____, Telecopier: _____; if to the Remarketing Agent, other than with respect to tenders, at the address designated to the City by the Remarketing Agent and, with respect to tenders, at such other or similar address as shall be designated to the City by the Remarketing Agent; and if to the Bank, at _____, _____, _____, _____ _____, Attention: _____, Telecopier: _____. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, facsimile or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any successor Trustee, (ii) the termination or expiration of the Letter of Credit, (iii) the delivery of an Alternate Letter of Credit as provided in Section 5.04 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement or the Remarketing Agreement which, in the opinion of the City or the Trustee, is deemed to be a material change, (vi) any replacement of the Remarketing Agent, (vii) any defeasance, redemption or purchase for cancellation of all the Notes, (viii) any change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable), (ix) notice of any extension of the scheduled expiration date of the Letter of Credit or (x) notice of any declaration under Section 7.02(b) of this Indenture, directly to: Moody's at 99 Church Street, New York, New York 10007, Attention: Structured Finance Group, and to S&P at 55 Water Street, 38th Floor, New York, New York 10041, Attention: Public Finance -- Structured Finance Group, or to such other address as shall be provided to the City for such notice. In addition, the City shall also provide to each such Rating Agency. such additional information as either shall reasonably request in order to maintain the rating on the Notes.

Section 10.08 Business Days And Times.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 10.09 Repealer.

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

Section 10.10 Representations Of Trustee.

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

In Witness Whereof, The City of Chicago has caused this Indenture to be executed by its Chief Financial Officer, attested by its City Clerk and its corporate seal to be affixed hereto; and _____, as Trustee, has caused this Indenture to be executed by one of its Authorized Signatories, attested by one of its Authorized Signatories and its corporate seal to be affixed hereto, all as of the day and year first above written.

City of Chicago

By: _____
Chief Financial Officer

[Seal]

Attest:

By: _____
City Clerk

_____,
as Trustee

By: _____

Title: _____

[Seal]

Attest:

By: _____

Title: _____

(Sub)Exhibit "A" referred to in this Trust Indenture reads as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Form Of Note.

A. Forms Generally. The Notes, the Certificate of Authentication and the form of Assignment to be printed on each of the Notes shall be substantially in the forms set forth in this (Sub)Exhibit A, with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture, and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form Of Note.

(Front Side)

Registered
Number _____

Principal Amount
$_____

C.U.S.I.P.
Number _____

United States Of America

State Of Illinois

City Of Chicago

General Obligation Tender Note,
Series 2008.

Maturity Date: _____ Date of Original Issue: _____

Interest Rate Determination
Method: _____ Interest Rate (Fixed Rate Only): _____

Registered Owner: _____

Principal Amount: _____

The City of Chicago (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (such Registered Owner or assigns being referred to herein as the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture as hereinafter defined, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount or redemption price has been made or duly provided for at the rates determined in the manner and on the dates set forth herein. The principal, purchase price and redemption price of this Note are payable at the Principal Office of _____, in the City of _____, _____, or its successors or assigns, as trustee (the "Trustee"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Trustee in the manner provided in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form and time as required by law.

In Witness Whereof, The City of Chicago has caused the seal of the City to be impressed or reproduced hereon and this Note to be signed by the manual or facsimile signatures of the Mayor and Chief Financial Officer and attested by the manual or facsimile signature of the City Clerk.

City of Chicago

[Seal]

By: _____
Mayor, City of Chicago

Attest:

By: _____
Chief Financial Officer,
City of Chicago

By: _____
City Clerk, City of Chicago

Date: _____

Certificate Of Authentication.

This is to certify that this Note is one of the Notes described in the within mentioned Indenture.

_____, as
Trustee

By: _____
Authorized Signature

Date: _____

[D.T.C. Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of D.T.C. (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.), Any Transfer, Pledge Or Other Use Hereof For Value Or Otherwise By Or To Any Person Is Wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

(Form Of Note -- Reverse Side)

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 2008 of the City of Chicago (the "Notes"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of _____ 1, 2008, from the City to the Trustee (the "Indenture"), for the purpose of providing funds to pay amounts appropriated for Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, Chicago Public Library (Building and Sites) Fund and City Relief (General Assistance) Fund purposes for the year 2008.

2. Definitions. Any term used herein but not defined herein shall be defined as in the Indenture.

3. Source Of Payments. The City has caused to be delivered to the Trustee an irrevocable letter of credit (the "Letter of Credit") of _____ (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms on _____ _____, 20___ unless extended by the Bank or sooner terminated pursuant to the terms of the Letter of Credit. The Trustee shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Trustee to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount sufficient to pay accrued interest on the Outstanding Notes (i) to pay interest on the Notes, or (ii) to enable the Trustee to pay the portion of the purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Trustee of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources, and each such Note shall be payable from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose, subject to the limitations of the City's Property Tax Limitation Ordinance, adopted by the City Council on March 8, 1993.

4. Interest Rate. Interest on the Notes will be paid at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate as determined by the City in accordance with the provisions of the Indenture. The City, acting through the Chief Financial Officer, or in certain cases, the Remarketing Agent, may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below). Distinct portions of the aggregate principal amount of the Notes (a "Subseries") may bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate and one or more other distinct portions of the aggregate principal amount of the Notes may bear interest at a different Short-Term Rate or a Fixed Rate, and, in addition, distinct Sub-series of the Notes bearing interest at a Short-Term Intermediate Rate may bear interest at distinct Short-Term Intermediate Rates for distinct Short-Term Intermediate Rate Periods, all as set forth in the Indenture.

When interest is payable at a Weekly Rate or Short-Term Intermediate Rate it will be computed on the basis of the actual number of days elapsed over a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable, and when payable at a Fixed Rate, it will be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

5. Interest Payment And Record Dates. Interest will accrue on the unpaid portion of the principal of this Note from the date of authentication hereof, if authenticated on an Interest Payment Date to which interest has been paid, or from the last preceding Interest Payment Date to which interest has been paid hereon (or the date of original issuance of this Note if no interest hereon has been paid) in all other cases, until the entire principal amount of this Note is paid. When interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") set forth in the second column will be paid on the date (an "Interest Payment Date") set forth in the third column to Noteholders of record on the date (a "Record Date") set forth in the fourth column:

Rate	Interest Period	Interest Payment Date	Record Date
Weekly	From any Interest Payment Date or the first day on which the Notes (or Subseries, if applicable) bear interest at a Weekly Rate through the day preceding the next Interest Payment Date	First Business Day of each month and at maturity	Last Business Day before the Interest Payment Date
Short-Term Intermediate	From one (1) to three hundred sixty-six (366) days as determined for the Notes (or Subseries, if applicable) pursuant to the Indenture ("Short-Term Intermediate Rate Period")	First Business day immediately following the applicable Short-Term Intermediate Rate Period and at maturity	Last Business Day before the Interest Payment Date

Rate	Interest Period	Interest Payment Date	Record Date
Fixed	From any Interest Payment Date or the first day on which the Notes (or Subseries, if applicable) bear interest at a Fixed Rate through each succeeding January 30, July 30 or the day preceding the maturity date	The day following the end of the Interest Period	The fifteenth (15th) day of January or July preceding the Interest Payment Date

The term "Business Day" is defined in the Indenture.

6. Method Of Payment. Noteholders must surrender Notes to the Trustee to collect principal or the redemption price (see "Tenders" below). All payments of interest on the Notes shall be paid by the Trustee to Noteholders of record as shown on the registration books kept by the Trustee on the applicable Record Date. Such interest shall be paid on the Interest Payment Date or special interest payment date, as applicable, in immediately available funds pursuant to instructions given in accordance with the provisions of the Indenture, or if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date or special interest payment date, as applicable, to the persons entitled thereto at such address appearing on the registration books of the Trustee or at such other address as has been furnished to the Trustee in writing by such person. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts. If any payment on the Notes is due on a day other than a Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the purchase of a Note under the provisions of this paragraph 7 at one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase.

(a) Optional Weekly Rate Tender. When the Notes are not held in a book-entry system, and interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, a holder of a Note may tender the Note or portion thereof, provided that such portion is in an Authorized Denomination, by delivering:

(i) an irrevocable written notice to the Trustee and the Remarketing Agent (see addresses below) by 4:00 P.M., New York City time, on a Business Day, stating the principal amount and Subseries, if applicable, of the Note and the purchase date (which must be a Business Day at least seven (7) days after delivery of such notice to the Remarketing Agent); and

(ii) the Note to the Trustee (see address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below).

When the Notes are held in a book-entry system, and interest on the Notes (or Subseries, if applicable) is payable at a Weekly Rate,

(iii) the right to optionally tender Notes may be exercised by a beneficial owner; such right shall be exercised by delivery by the beneficial owner to the Remarketing Agent of the notice described in (Sub)Exhibit A to the Indenture stating that such beneficial owner will cause its beneficial interest in the Notes to be tendered, the amount of such interest to be tendered, the date on which such interest will be tendered (which date is required to be a Business Day at least seven (7) days after delivery of such notice to the Remarketing Agent) and the identity of the Participant through which the beneficial owner maintains its interest; upon delivery of such notice, the beneficial owner must make arrangements to have its beneficial ownership interest in the Notes being tendered transferred to the Remarketing Agent at or prior to 10:00 A.M., New York City time, on the date of purchase.

Notes Not Delivered On The Applicable Optional Tender Date Pursuant To Paragraph (a) Above, Following The Giving Of Irrevocable Written Notice Of Tender, Shall Be Deemed Delivered And Tendered By The Noteholder Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(b) Mandatory Tenders. The Notes (or Subseries, if applicable) are required to be tendered to the Trustee for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below. By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Noteholders Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(i) Mandatory Tender On Each Interest Payment Date During Short-Term Intermediate Rate Period. When the Notes (or Subseries, if applicable) bear interest at a Short-Term Intermediate Rate, such Notes shall be subject to mandatory tender as provided above on the Interest Payment Date for such Notes. If Notes are also subject to mandatory tender under paragraph (ii) below, the mandatory tender will be governed by that paragraph and not this paragraph.

(ii) Mandatory Tender Upon A Change In The Interest Rate Determination Method For The Notes. On the effective date of a change in the Interest Rate Determination Method for the Notes (or Subseries, if applicable) such Notes are subject to mandatory tender as provided above on the effective date of such change.

(iii) Mandatory Tender For Failure To Extend Or Replace The Letter Of Credit. On the fifth (5th) Business Day prior to the then applicable scheduled expiration date of the Letter of Credit if on the fifteenth (15th) day preceding the scheduled expiration date of the Letter of Credit occurring prior to the final maturity of the Notes, the Letter of Credit has not been extended or an Alternate Letter of Credit has not been delivered.

(c) Payment Of Purchase Price. The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, the Note must conform in all respects to the description contained in the applicable notice of optional tender delivered by the Noteholder pursuant to paragraph 7(a)(i) above, and must be physically delivered to the Trustee properly endorsed for transfer, or while the Notes are in book-entry form, as described in pursuant to paragraph 7(a)(iii) above. Any Note delivered to the Trustee must be accompanied by an instrument of transfer executed in blank by the Noteholder with the signature of such Noteholder guaranteed by a bank, trust company or member firm of The New York Stock Exchange, Inc. The Trustee may refuse to accept tender of a Note delivered to the Trustee if a proper instrument of transfer is not provided.

(d) Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices To Remarketing Agent: _____

_____

_____

Attention: _____

Desk Telephone: _____

Notes (if applicable) and
Notices To Trustee: _____

_____

_____

Attention: _____

Telephone: _____

Telecopy: _____

These addresses may be changed by notice mailed by first class mail to the Noteholders at their addresses shown in the registration books maintained by the Trustee.

(e) Effect Of Redemption Or Mandatory Tender. Notes optionally tendered for purchase on a date after a call for redemption but before the redemption date and Notes optionally tendered for purchase before a mandatory tender date, shall be purchased pursuant to the optional tender.

8. Redemption Of Notes Prior To Maturity. All redemptions will be made at a redemption price equal to one hundred percent (100%) of the principal amount of the Notes being redeemed plus interest, if any, accrued to the redemption date, as follows:

(a) Optional Redemption. When interest on the Notes (or Subseries, if applicable) is payable at a Weekly Rate, such Notes may be redeemed prior to maturity in whole or in part at the option of the City on the first Business Day of any month. The Notes (or Subseries, if applicable) are not subject to optional redemption during any Short-Term Intermediate Rate Period or any Fixed Rate Period.

(b) Mandatory Redemption For Failure To Reinstate The Letter Of Credit Upon An Event Of Default Under The Reimbursement Agreement Or Not More Than Sixty (60) Days Following The Last Date For Payment Of Taxes. All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives notice from the Bank not later than ten (10) calendar days from the date of a drawing that the Letter of Credit in respect of the Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, (ii) in the event the Trustee receives notice from the Bank that an event of default has occurred under the Reimbursement Agreement, or (iii) not more than sixty (60) days following the last date for payment without interest or penalty of the taxes levied to pay the amounts appropriated for the funds to which the proceeds of the Notes were deposited.

(c) Notice Of Redemption. Notice of the redemption of Notes shall be given by the Trustee by first class mail to each Noteholder at his or her address shown on the registration books of the Trustee: (i) in the case of the redemption of Notes pursuant to paragraph 8(a) hereof and clause (iii) of paragraph 8(b) hereof, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, and (ii) in the case of the redemption of Notes pursuant to clause (i) or (ii) of paragraph 8(b) hereof, not less than five (5) days nor more than ten (10) days after the receipt by the Trustee of the notice from the Bank described in clause (i) or (ii) of paragraph 8(b) hereof. Failure to give any required notice of optional redemption as to any Notes or any defect therein shall not affect the validity of the call for redemption of any Notes in respect of which no failure or defect occurs. Failure to give any required Notice by Mail of mandatory redemption of any Notes or any defect therein shall not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) Effect Of Notice Of Redemption. When notice of redemption is given as required, Notes (or portions thereof) called for redemption shall become due and payable on the redemption date at the applicable redemption price; provided that funds are deposited with the Trustee sufficient for such redemption, interest on the Notes (or portions thereof) to be redeemed shall cease to accrue as of the date of redemption.

9. Denominations; Transfer; Exchange. The Notes are issuable in fully registered form in Authorized Denominations. A holder may transfer or exchange Notes in accordance with the Indenture. The Trustee may exchange Notes in accordance with the Indenture. The Trustee may require a Noteholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or other governmental charges required by law or permitted by the Indenture. The Notes may be exchanged for other Notes at the Principal Office of the Trustee upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered Noteholder of this Note shall be treated as the owner of this Note for all purposes.

11. Unclaimed Money. If monies for the payment of principal, interest or purchase price remain unclaimed for two (2) years after such funds have become due and payable, the Trustee will, upon the request of the City and with the consent of the Bank, pay such monies to or for the account of the City. Thereafter, Noteholders entitled to such monies must look only to the City and not to the Trustee or the Bank for payment, unless an abandoned property law of the State designates another person.

12. Amendment And Supplement Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of sixty percent (60%) in aggregate principal amount of the Notes then Outstanding. Without the consent of any Noteholder, the City and the Trustee may enter into amendments or supplements to the Indenture as provided in the Indenture to, among other purposes, cure any ambiguity, omission, formal defect or inconsistency, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults And Remedies. The Indenture provides that the occurrences of certain events constitute Events of Default. If certain Events of Default occur, the Trustee may, and at the written request of a majority in aggregate principal amount of the Notes shall, declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in aggregate principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. No member, official, officer, agent or employee, as such, of the City shall have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by

accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

No covenant or agreement contained in the Notes or in the Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes or the execution and delivery of the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement.

15. Authentication. This Note shall not be valid until the Trustee executes the certificate of authentication on this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as Ten. Com. (= tenants in common), Ten. Ent. (= tenants by the entireties), Jt. Ten. (= joint tenants with right of survivorship and not as tenants in common), Cust. (= Custodian) and U.G.M.A. (= Uniform Gifts to Minors Act).

[Form Of Assignment]

I/we assign and transfer to

Insert social security or other identifying number of assignee

[_____]

[_____] _____

_____

_____

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint _____ as agent to transfer this Note on the books of the City. The agent may substitute another to act for such agent.

Dated: _____

Signed: _____

(Sign exactly as name appears on the other side of this Note.)

Signature guaranteed: _____

Exhibit "B".
(To Ordinance)

Section 14 Costs.

(1) Public right-of-way infrastructure improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvements and replacement, and curb and gutter repairs and replacement.

(2) Infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, streetscaping, median landscaping, demolition of hazardous, vacant or dilapidated buildings that pose a threat to public safety and welfare, shoreline reconstruction, residential and commercial infrastructure redevelopment and railroad viaduct clearance improvements.

(3) Transportation improvements, including street resurfacing, bridge and freight tunnel rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements.

(4) Grants or loans to assist not-for-profit organizations or educational or cultural institutions, or to assist other municipal corporations, units of local government, school districts, the State of Illinois or the United States of America.

(5) Cash flow needs of the City.

(6) The acquisition of personal property, including, but not limited to, computer hardware and software, vehicles or other capital items useful or necessary for City purposes.

(7) The duly authorized acquisition of improved and unimproved real property within the City for municipal, industrial, commercial or residential purposes, or any combination thereof, and the improvement, demolition and/or remediation of any such property.

(8) Constructing, equipping, altering and repairing various municipal facilities including fire stations, police stations, libraries, senior and health centers and other municipal facilities.

(9) The enhancement of economic development within the City by making direct grants or loans to, or deposits to funds or accounts to secure the obligations of, not-for-profit or for-profit organizations doing business or seeking to do business in the City.

(10) The funding of (a) judgments entered against the City, (b) certain settlements or other payments required to be made by the City as a condition to the resolution of litigation or threatened litigation, and (c) such escrow accounts or other reserves as shall be deemed necessary for any of said purposes.

(11) The payment of certain contributions to the Policemen's Annuity and Benefit Fund, the Firemen's Annuity and Benefit Fund, the Municipal Employee's, Officers' and Officials' Annuity and Benefit Fund, and the Laborers' and Retirement Board Employees' Annuity and Benefit Fund.

(12) The provision of facilities, services and equipment to protect and enhance public safety, including, but not limited to, increased costs for police and fire protection services, emergency medical services, staffing at the City's emergency call center and other City facilities, and enhanced security measures at airports and other City facilities.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE OF *HELEN MAJERCZYK V. MICHAEL PRYZYNSKI AND THE CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

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: *Helen Majerczyk v. Michael Pryzynski and the City of Chicago*, cited as 06 L 10934 in the amount of $400,000, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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: *Helen Majerczyk v. Michael Pryzynski and the City of Chicago*, cited as 06 C 10934 in the amount of $400,000.

AUTHORIZATION FOR AMENDMENT NUMBER 2 TO 95TH/WESTERN TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing Amendment Number 2 to the 95th/Western Tax Increment Financing Redevelopment Plan and Project, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Under ordinances adopted on July 13, 1995, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 3914 to 3971, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Redevelopment Plan") for a portion of the City known as the "95th/Western Redevelopment Project Area" (the "Redevelopment Project Area") (such ordinance being defined herein as the "Approval Ordinance"); (ii) designated the Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and, (iii) adopted tax increment financing for the Redevelopment Project Area (the "Adoption Ordinance"); and

WHEREAS, Under an ordinance adopted on March 19, 1997 and published in the *Journal* for such date at pages 42053 to 42107 (the "Plan Amendment Number 1 Ordinance") (the Approval Ordinance, the Designation Ordinance, the Adoption Ordinance, and the Amendment Number 1 Ordinance are collectively referred to in this ordinance as the "T.I.F.

Ordinances"), the Corporate Authorities approved an amendment to the Redevelopment Plan ("Plan Amendment Number 1"); and

WHEREAS, The Approval Ordinance, the Designation Ordinance, the Adoption Ordinance, and the Plan Amendment Number 1 Ordinance are collectively referred to in this ordinance as the "T.I.F. Ordinances"; and

WHEREAS, The Redevelopment Plan, as amended by Plan Amendment Number 1, is referred to in this ordinance as the "Amended Redevelopment Plan" (a copy of which is attached hereto as Exhibit B); and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, amendments to a redevelopment plan which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than ten (10), may be made without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, The Corporate Authorities now desire to amend the Amended Redevelopment Plan further to expand the land uses for which the City may use its power of eminent domain to acquire property, which such amendment shall not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than ten (10); now, therefore,

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

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

SECTION 2. Approval Of Plan Amendment Number 2 To Amended Redevelopment Plan. The "Plan Amendment Number 2 January, 2008 95th/Western Redevelopment Plan

and Project," a copy of which is attached hereto as Exhibit A (the "Plan Amendment Number 2"), is hereby approved. Except as amended hereby, the Amended Redevelopment Plan shall remain in full force and effect.

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

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

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

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

Exhibit "A".
(To Ordinance)

Plan Amendment Number 2.

January, 2008.

95th/Western Redevelopment Plan And Project.

The 95th/Western Redevelopment Plan and Project (the "Plan") of the City of Chicago approved by ordinance of the City Council of Chicago (the "City Council") on July 13, 1995, as amended by that certain Plan Amendment Number 1 approved by ordinance of the City Council on March 19, 1997, is amended as follows:

In Section V, Conservation Conditions Existing In The Redevelopment Project Area, under the heading "Redevelopment Activities", subheading "1. Use Of Incentives for Property Assembly", the second (2nd) sentence is amended by inserting the following underlined text to read as follows:

These activities may include: a) the use of the City's power of eminent domain to acquire property needed for development of new business or commercial uses,

including parking facilities, and mixed-use or residential uses; b) the negotiated purchase, exchange or long-term lease of property within the Redevelopment Area for redevelopment or for parking improvements; c) the clearance of all improvements on acquired property.

Exhibit "B".
(To Ordinance)

Plan Amendment Number 1.

95th/Western Redevelopment Area
Redevelopment Plan And Project.

November 12, 1996.

The 95th/Western Redevelopment Plan and Project (the "Plan") of the City of Chicago approved by ordinance of the City Council of Chicago on July 13, 1995, is amended by the following deletions and insertions:

Page 12 -- Redevelopment Objectives:

The fourth bullet point is deleted and replaced by the following text:

-- Assemble land into functionally suitable and marketable parcels, using the City's power of eminent domain if necessary, in accordance with the needs of the area to attract new business uses through redevelopment.

Page 13 -- Redevelopment Activities:

Section 1. Use of Incentives for Property Assembly, beginning "Use tax increment incentives" through " . . . construction of public improvements" is deleted and replaced by the following text:

The City may engage in activities to encourage and assist qualified developers to acquire property for the purpose of redevelopment consistent with the Plan. These activities may include: a) the use of the City's power of eminent domain to acquire

property needed for development of new business or commercial uses, including parking facilities; b) the negotiated purchase, exchange or long-term lease of property within the Redevelopment Area for redevelopment or for parking improvements; c) the clearance of all improvements on acquired property.

Page 15 -- General Land-Use Plan:

The first paragraph under the heading, beginning "Existing land-uses . . ." and ending " . . . for the R.P.A." is deleted and replaced by the following text:

Appendix 4, General Land-Use Plan, illustrates proposed land-use within the Redevelopment Area, continuing the overall function of the area as a local commercial and business district. Key changes to the existing land-use pattern include the addition of new off-street parking facilities and higher intensity business uses at the Ashland Avenue -- 95th Street intersection and the 95th Street -- Western Avenue intersection. Appendix 4 represents a broad scheme for land-use and may be modified to fulfill general project objectives for economic revitalization.

The paragraph headed "Commercial and Mixed Uses" is deleted in its entirety.

Appendix 4: Boundary and Proposed Land-Use Map.

This appendix is deleted and replaced by: Appendix 4, Proposed Land Map, revised November 12,1996 (attached).

Appendix 5: Estimated Redevelopment Project Costs.

This appendix is deleted and replaced by: Appendix 5, Estimated Redevelopment Project Costs, revised November 12,1996 (attached).

[Appendix 4 referred to in this Plan Amendment Number 1 printed on pages 20025 and 20026 of this *Journal*.]

Appendix 5 referred to in this Plan Amendment Number 1 reads as follows:

Appendix 5.
(To Plan Amendment Number 1)

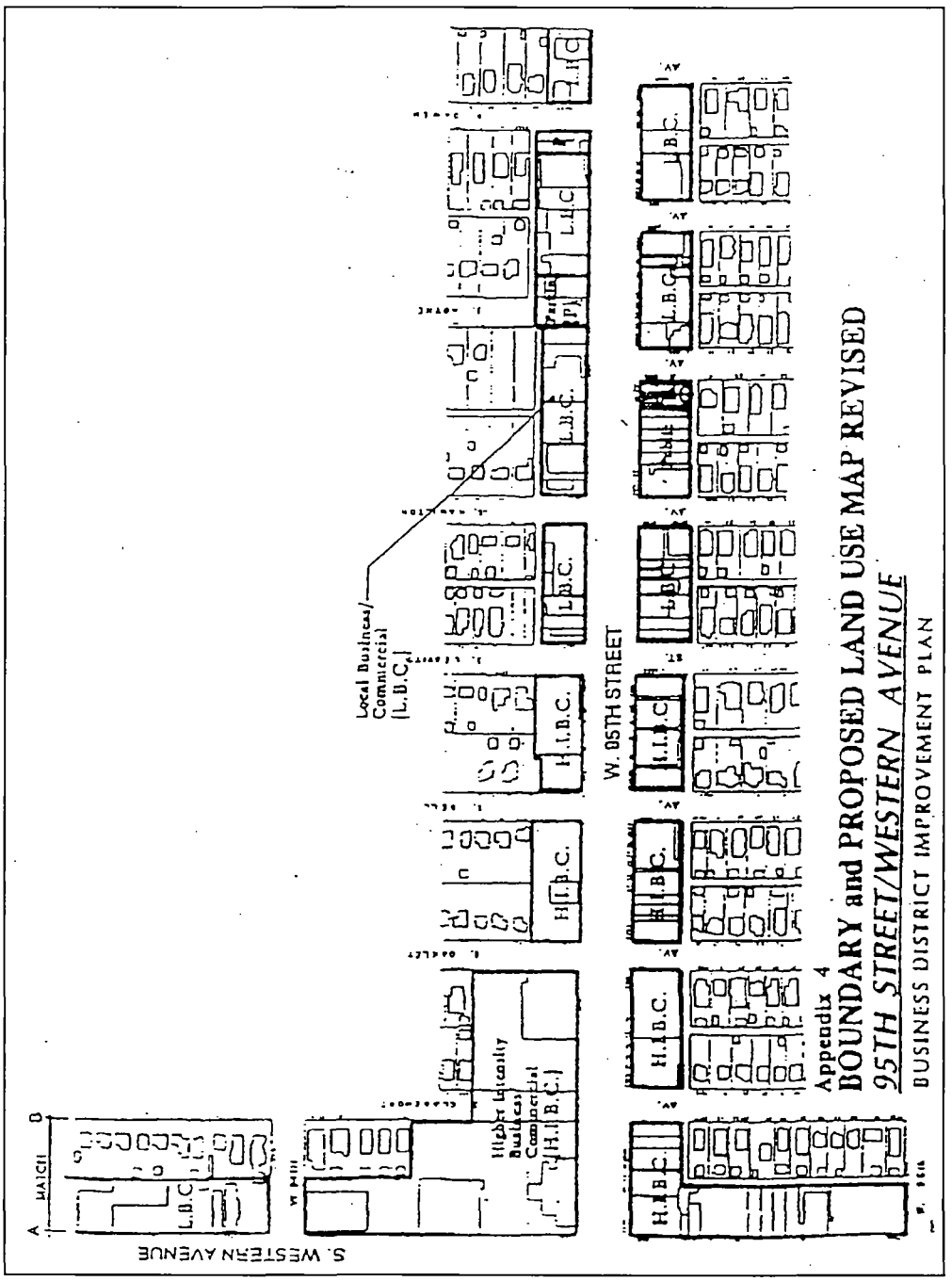
Estimated Redevelopment Project Costs
Revised November 12, 1996.

Program Action/Improvements	Project Cost
Property Assembly	$ 5,000,000.00
Demolition, Environmental Remediation, Site Preparation	1,000,000.00
Rehabilitation	5,000,000.00
Public Improvements/Parking Facilities	500,000.00
Public Infrastructure Improvements/Streetscaping	5,250,000.00
Public Infrastructure Improvements/Transit	500,000.00
Interest Costs Incurred By Developers	750,000.00
Relocation	750,000.00
Job Training	500,000.00
Planning, Legal, Studies	750,000.00
TOTAL T.I.F. PROJECT COSTS	$ 20,000,000.00

* Note: The total redevelopment project costs provide an upper limit on T.I.F.- eligible expenditures (exclusive of capitalized interest costs, bond issuance costs and other financing costs). These costs are estimates and do not represent City of Chicago commitments or expenditures. Within this limit, adjustments may be made in line items without further amendment to the 95th and Western Redevelopment Plan and Project.

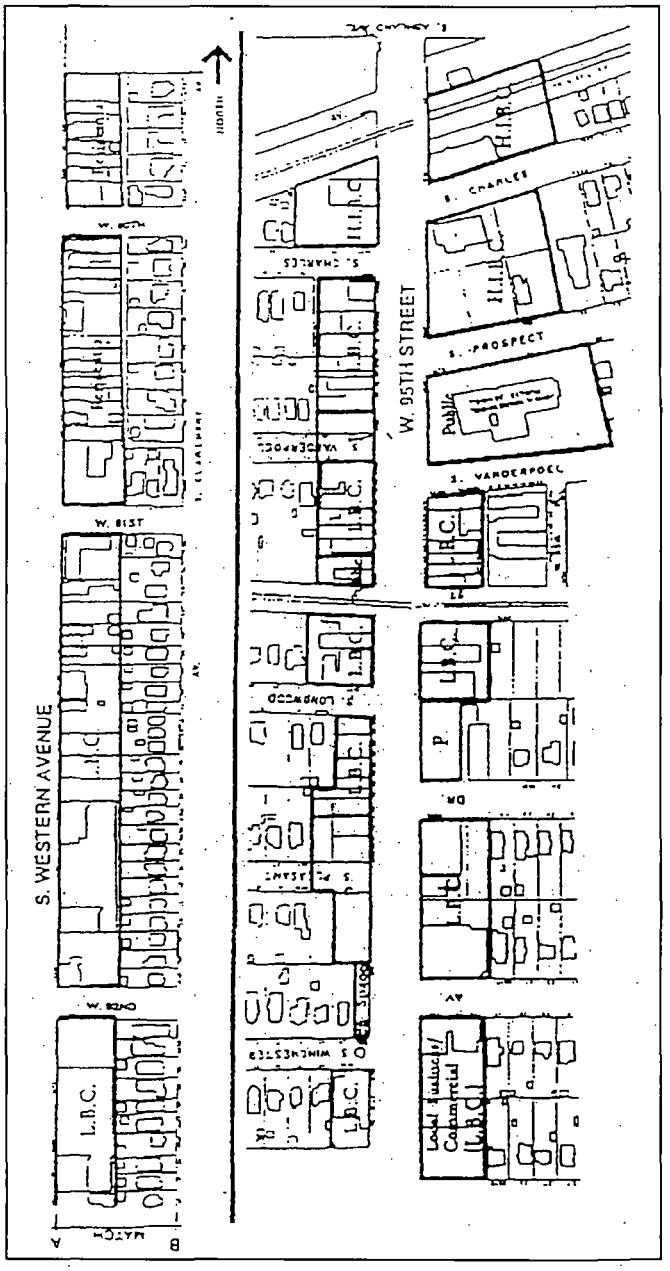
Appendix 4.
(To Plan Amendment Number 1)

Boundary And Land-Use Map.
(Page 1 of 2)



Appendix 4.
(To Plan Amendment Number 1)

Boundary And Land-Use Map.
(Page 2 of 2)



95th/Western Avenue

Redevelopment Plan And Project.

June 26, 1995.

I.

Introduction And Background.

The 95th Street component of the 95th and Western redevelopment area roughly bisects the Beverly community area while the Western Avenue portion runs along the western boundary of this community and the City. It is situated on the far southwest side of Chicago, adjacent to the suburban community of Evergreen Park. Located about fifteen (15) miles from the Loop, Beverly enjoys excellent accessibility to downtown Chicago via Rock Island commuter rail service and the Dan Ryan Expressway. This is most important to the economy of the community area since most of the residents work outside the area.

The area served by the proposed redevelopment area was first settled in the 1850s when the Rock Island Railroad and the predecessor of the Pennsylvania Railroad first laid tracks through the area. After the Great Chicago Fire, many wealthy central city residents built homes in the area, then called Washington Heights. The area was annexed to the City of Chicago in 1900. Between 1920 and 1960 the population of the Beverly community area expanded from about seven thousand five hundred (7,500) to about twenty-five thousand (25,000) with the most rapid growth occurring in the 1940s and 1950s. Between 1960 and 1990 the Beverly community area population declined from twenty-four thousand eight hundred fourteen (24,814) to twenty-two thousand three hundred eighty-five (22,385).

The area included in the redevelopment district consists entirely of strip commercial buildings also constructed primarily in the 1940s and 1950s. These stores originally served the diverse shopping needs of the relatively affluent residents of the Beverly community as well as the household goods needs, especially furniture, of many residents of the southwestern section of the City and suburbs. Most of the stores were housed in small, single- or two-story buildings with little or no provision for customer parking. These stores lined both sides of 95th Street on relatively shallow lots of about one hundred ten (110) feet depth.

Competition from suburban shopping malls started early for the 95th and Western retail establishments when the country's first enclosed shopping center was constructed on the southwest corner of 95th and Western in Evergreen Park in 1952. As a result, the City of Chicago annually loses large amounts of sales tax revenue to Evergreen Park and other suburban locations through purchases by Beverly and other City residents, while the

redevelopment area loses customers due to small, obsolete shopping facilities with inadequate parking. A recent study (1993) of the characteristics and competitiveness of Chicago south side retailing prepared for the Department of Planning and Development by Applied Real Estate Analysis, Inc. entitled "Final Report: Retailing in Chicago's South Side Neighborhoods" stated in this regard: "The common characteristic of households throughout the area is that they do a substantial portion of their shopping in the suburbs.... The age and outmoded design of the stores, lack of parking, and growing number of new stores in the area are beginning to have a negative impact on 95th Street, especially the eastern half of the strip. New strip centers on Western Avenue south of 95th Street serve both to reinforce the 95th Street shops and to provide additional competition".

That Report recommended that the 95th Street portion of the redevelopment area consolidate its retail activities and improve the existing retail while stabilizing the Western Avenue subarea. This study also pointed out that even convenience goods purchases in the vicinity were being lost to the suburbs. The problem this area experiences due to the proximity of modern suburban alternatives is emphasized by the following statement from the Report: "This (loss of convenience goods sales) is somewhat understandable in the Mount Greenwood, Beverly and Morgan Park areas, where a suburban store may actually be 'in the neighborhood'."

The "Chicago Comprehensive Neighborhood Needs Analysis" prepared for the City in 1982 by Melipheny and Associates cited the need for business district improvements as one of the Beverly community area's "Key Community Needs". The Report noted this need in spite of the author's recognition that the community had been very active in attempting to maintain and improve the viability of this shopping area. The Report also noted the negative impact that the City's home rule sales tax has upon the ability of areas such as this to compete with lower tax stores in adjacent suburban areas.

This Report concluded with the following: "Currently, the 95th Street Business District is suffering from the ailment of many older business districts. Due to the changing habits and patterns of shoppers, the age structure, racial composition, and the mobility of the consumer, the market, once served by the merchants along 95th Street have changed drastically. The 95th Street Business District currently contains six hundred thirty-two thousand six hundred sixty (632,660) square feet of commercial space of which four hundred seventy thousand two hundred twenty-five (470,225) square feet is currently used for retailing. Through the analysis of various market forces, it was found that the 95th Street Business District could support three hundred six thousand two hundred twenty-five (306,225) square feet of retail space. Therefore, the 95th Street Business District contains one hundred sixty-four thousand (164,000) square feet of retail space which cannot be economically supported by the present trading area of the business district".

Finally this Report recommended with respect to the Beverly area that "The Department of Economic Development should assist community efforts to encourage suburban businesses to relocate in Chicago".

In order to redevelop this area, numerous and costly improvements will be necessary including the following: property acquisition and assembly costs; demolition; environmental clean-up and site preparation; rehabilitation of existing structures; and infrastructure improvements.

The purpose of the Redevelopment Plan is to create a mechanism facilitating the redevelopment of existing buildings for the redevelopment of new commercial facilities on existing vacant and/or underutilized land. The redevelopment of 95th Street is expected to encourage economic revitalization within the community and in the surrounding area.

Tax Increment Financing (T.I.F.).

In January, 1977 the Illinois General Assembly enacted the "Tax Increment Allocation Redevelopment Act" (hereinafter referred to as the "Act"). The Act provides authority for municipalities to finance specific public redevelopment costs with incremental property tax revenues after approval of a "redevelopment plan and project" incorporating plans to redevelop a "blighted", "conservation" or "industrial park conservation area" of at least one and five-tenths (1.5) acres located within the boundaries of the municipality. Incremental property tax revenue ("tax increment revenue") is derived from the increase in the equalized assessed valuation ("E.A.V.") of real property within the tax increment finance ("T.I.F.") redevelopment project area over and above the certified initial E.A.V. of the real property at the time of designation. Any subsequent increase in this E.A.V. is then multiplied by the current tax rate of all the overlapping taxing bodies in order to determine the tax increment revenue.

Municipalities may finance eligible redevelopment project costs by paying them directly, by reimbursing private parties who have initially financed them or by issuing bonds to pay these expenses and retiring the bonds with tax increment revenues. Tax Increment Financing does not generate revenues by increasing tax rates, but rather generates revenues by allowing the municipality to capture, for a period of up to twenty-three (23) years, all the new tax revenue generated by development within the T.I.F. boundaries. Further, under T.I.F., all the taxing bodies continue to receive the property tax revenue they had been receiving from properties within the area prior to the establishment of the T.I.F.. In addition, at the discretion of the municipality, taxing bodies may receive distributions of excess tax increment if more revenue is received than is necessary to pay all the outstanding obligations of the district. The overlapping taxing bodies will also benefit from the T.I.F. when the T.I.F. is terminated and these governments then gain access to the increase in the property tax base produced by the new investment in the area.

The 95th/Western Avenue Redevelopment Plan and Project (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of the redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives.

The Redevelopment Plan also specifically describes the 95th/Western Avenue Redevelopment Project Area (hereafter referred to as the "Redevelopment Project Area"). This area meets the eligibility requirements of the Act.

The purpose of this Redevelopment Plan is to ensure that new development occurs:

1) on a coordinated rather than a piecemeal basis to ensure that the land-use, vehicular access, parking, service and urban design systems will meet with modern day principles and standards, and

2) on a reasonable, comprehensive and integrated basis to ensure that blighting and/or potentially blighting factors are eliminated, and

3) within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities equal to its scale. The success of this effort will depend to a large measure on cooperation between the private sector and agencies of local government. Adoption of this Redevelopment Plan by the City will make possible implementation of a balanced, comprehensive plan for stimulating redevelopment of the R.P.A., an area which can not reasonably be anticipated to be developed without adoption of this Redevelopment Plan. Public investments will create the environment necessary to attract the needed private investment required for the revitalization of the area. "But for" the public investments made possible by the adoption of T.I.F., the necessary private investments would not be forthcoming and the area would not be revitalized.

II.

Redevelopment Project Area Boundary Description.

The boundaries of the 95th/Western Redevelopment Project Area (hereinafter referred to as the ("Redevelopment Project Area" or "R.P.A.") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The proposed 95th Street and Western Avenue Redevelopment Project Area consists of approximately thirty-three (33) acres of privately owned property plus the intervening roads, including the commercial portions of twenty-eight (28) city blocks along 95th Street, extending from Ashland Avenue to Western Avenue, the commercial property on the west side of the westernmost two (2) of these blocks and the commercial property on the east side of the next four (4) blocks north of this area along Western Avenue. The area is generally bordered on the east by Ashland Avenue, on the south by the alley behind the

stores along the south side of 95th Street, on the west by Western Avenue which in this vicinity is the City limits, and on the north (between Western Avenue and the alley one-half (½) block to the east) by the Dan Ryan Woods Forest Preserve and by the alley behind the stores along the north side of 95th Street until Ashland Avenue. The boundaries are more specifically shown in Chart 1, the Redevelopment Project Area Boundaries, and more precisely described by the following legal description of the area:

[Chart 1 referred to in this Redevelopment Project Area Boundary Description unavailable at time of printing.]

III.

The Redevelopment Plan And Project.

The Redevelopment Plan and Project has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private development actions within the Redevelopment Project Area. This plan also specifically describes the R.P.A. and sets forth a summary of the "conservation" factors which qualify the R.P.A. for designation as a "conservation" area as defined by the Act.

In addition to describing the redevelopment objectives for the area, the Redevelopment Plan sets forth the overall program to be undertaken to achieve these objectives. The "Redevelopment Project" as used herein means any redevelopment project which may, from time to time, be undertaken to accomplish the objectives of the Redevelopment Plan. By adopting this Plan the City creates an environment for private investment within the R.P.A. which will in turn contribute to strengthening the tax base of the City, create and retain jobs within the City and retain firms that might otherwise migrate to the suburbs or out of state.

The goal of the City is to ensure that the entire R.P.A. is developed on a comprehensive and planned development basis in order to provide that new development occur:

1) On a coordinated rather than a piecemeal basis so that land-use, pedestrian access, vehicular circulation, parking, service and urban design systems function together in a way that meets modern market demands and planning principles.

2) In a manner that eliminates the threat of blight and conserves the community consistent with the goals of the plan.

3) In a timely manner so that the area may soon make a meaningful contribution to the economic vitality of the City.

4) In keeping with the existing architecturally significant and historic/landmark designations of the redevelopment project area.

The R.P.A. has not been subject to redevelopment through investment by private enterprise and is not reasonably expected to be redeveloped without the adoption of the Redevelopment Plan. During the last ten (10) years (1985 -- 1994) only Three Million Twenty-seven Thousand Thirty Dollars ($3,027,030) has been invested in real estate in the area according to a review of the City's building permits. Of that total only One Million Six Hundred Twelve Thousand Five Hundred Ninety-seven Dollars ($1,612,597) was expended for new construction and additions, most of it on a small number of projects (see Appendix 7). Total investment in the area declined by over twenty-five percent (25%) during the last five (5) years, 1990 -- 1994, as compared to the prior five (5) years, 1985 -- 1989 unadjusted for inflation. The total area investment during this ten (10) year period, including the cost of repairs, represents only about seven percent (7%) of the estimated market value of the property within the area; or an annual investment of well under one percent (1%) of the value or each property. Thus there was very little investment in the area during the decade when compared to the overall value of the property.

The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of the R.P.A. The availability of limited amounts of public investment funds will be used throughout the area to leverage private investment that has so long been absent from the area. This public and private investment will be forthcoming only if tax increment financing is adopted for the R.P.A. in accordance with the provisions of the Act. The conservation conditions that have prevented private investment in the area will be eliminated through implementation of the Plan. The Plan will help the City to marshal the resources of the private sector in a true public-private redevelopment partnership.

IV.

Redevelopment Plan Goals, Objectives And Policies.

This section of the Redevelopment Plan identifies the goals and policies of the City for the R.P.A. A later section of the Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment goals and policies which have been identified.

General Goals.

1) Reduce or eliminate those conditions which qualify the R.P.A. as a conservation area, including environmental remediation, through the implementation of this Plan.

2) Enhance the property tax and sales tax base of the City and other overlapping tax districts extending into the conservation area.

3) Strengthen the existing business community and enhance local business and employment development within the area while stimulating revitalization in the surrounding commercial and residential areas.

4) Retain and upgrade sound buildings that are compatible with the overall redevelopment plan.

5) Identify and attract new business and job growth to the area that will capitalize on the inherent strengths of the area, including the architectural significance and historical landmark designations accorded the area.

6) Develop "anchor" projects that encourage retail, commercial, residential and mixed-use development in the area.

7) Improve the marketability of vacant and other underutilized properties by encouraging private investments which strengthen the community's economic base and business environment.

8) Increase the quantity and quality of off-street parking and service delivery access points for commercial use so as to improve the viability of existing and new retail businesses as well as the traffic circulation of the area.

9) Create an environment within the R.P.A. which will contribute to the health, safety, and general welfare of the City, and preserve and enhance the value of properties adjacent to the R.P.A.

10) Provide needed infrastructure and public improvements including utilities, lighting and other security facilities, parking, open space, landscaping and recreational facilities, sidewalks, alleys, signage and streetscapes, et cetera within the R.P.A.

11) Ensure the participation of the local merchants and the community in all phases of redevelopment within the area.

12) Provide incentives to encourage improvements that will help to create a positive perception about the security for shopping and other activities within the area.

Policies.

1) Upgrade existing retailing and develop a program to attract quality developers of retail, commercial and mixed-use projects to the area.

2) Implement traffic and pedestrian circulation improvements and policies, including the provision of well located off-street parking and improved access for pick-up and delivery of goods.

3) Institute an exterior commercial rehabilitation program which upgrades properties and provides a unifying design theme for all or relevant parts of the area consistent with the historical nature of the community.

4) Acquire underutilized sites for redevelopment by the private sector, particularly those that will encourage other unassisted development.

5) Encourage concentration of retail into nodes around major intersections while assisting the transition of retail properties in other areas to more appropriate uses.

6) Assist existing retailers to relocate into the most viable retail areas with adequate parking within the R.P.A.

7) Finance the aforementioned improvements through the use of tax increment financing (T.I.F.) and other applicable financing sources.

V.

Conservation Conditions Existing In The Redevelopment Project Area.

As set forth in the act a "conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area but because of a combination of three (3) or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land-use or layout; depreciation of physical maintenance; lack of community planning, is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area.

The area that is the subject of this study consists almost exclusively of improved land. According to the Act, for such an area to be designated as a "conservation area", the municipality must demonstrate that because fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more and because of the presence of a

combination of three (3) or more of the factors described in the act, the area is detrimental to the public safety, health, morals or welfare and such area may become a blighted area.

While it may be concluded that the mere presence of the minimum number of stated factors is sufficient to make a finding of eligibility as a "conservation area", the following evaluation was made on the basis that the eligibility factors must be present to an extent which would lead reasonable people to conclude that public intervention is appropriate or necessary. In addition, the distribution of conservation factors throughout the study area must be reasonable so that basically good areas are not arbitrarily found to satisfy the conservation requirements simply because they are adjacent to a blighted or conservation area.

Based upon a windshield survey supervised by the research team, development of other information and documents pertaining to the eligibility factors as they applied to each parcel of property in the area and analysis of the survey results, the Redevelopment Project Area qualifies as a "conservation area" as defined in the act. A separate report, entitled "95th and Western Tax Increment Financing Eligibility Report", describes in detail the surveys and analyses undertaken by the research team and the basis for finding that the Redevelopment Project Area qualifies as a "conservation area" as defined by the Act.

Summarized below are the findings of the Eligibility Report:

-- Of the fourteen (14) factors set forth in the act for improved areas, five (5) are present to a major extent in the Redevelopment Project Area.

-- The eligibility factors which are present are reasonably distributed throughout the area.

-- All blocks within the area show the presence of some eligibility factors.

-- The area includes only those contiguous parcels of real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements.

Age as a factor is a precondition for designation of a "conservation area" and is present to a major extent in the R.P.A. A total of ninety-five (95) of the one hundred twenty-one (121) buildings in the redevelopment area, or seventy-nine percent (79%) are thirty-five (35) years of age or older. Fifty percent (50%) or more of the buildings are thirty-five (35) years of age or older in twenty-six (26) of the thirty-three (33) blocks that comprise the redevelopment area.

The following five (5) "conservation" factors are present to a major extent throughout the Area:

1. Obsolescence.

Obsolescence is present to a major extent within the area. Of the one hundred twenty-one (121) buildings in the area, one hundred five (105) or eighty-seven percent (87%), are obsolete. Obsolete buildings are present to a major extent on thirty (30) of the thirty-three (33) blocks in the redevelopment area. This factor was observed with respect to obsolete buildings, obsolete platting and obsolete parcels.

2. Excessive Land Coverage.

Excessive land coverage is present to a major extent in the redevelopment area. A total of ninety-seven (97) of the one hundred twenty-one (121) buildings in the area, or eighty percent (80%), exhibited this factor. This factor is present to a major extent on twenty-eight (28) of the thirty-three (33) blocks in the redevelopment area.

3. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present to a major extent in the area. Of the one hundred twenty-one (121) buildings in the area, ninety-five (95), or nearly seventy-nine percent (79%) suffered from deleterious land-use or layout. This factor is present to a major extent on twenty-eight (28) of the thirty-three (33) blocks. Conditions contributing to this finding include parcels of limited depth and width, parcels of irregular shape and incompatible uses.

4. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent throughout the area. Of the one hundred twenty-one (121) buildings in the area, ninety-five (95), or seventy-nine percent (79%), satisfied this criteria. This factor is present to a major extent on thirty (30) of the thirty-three (33) blocks included in the area.

5. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the area. The area generally developed before the City implemented effective community planning guidelines and standards, and thus developed without their benefit. Other conditions contributing to this finding are parcels of inadequate size or depth for contemporary development and the lack of reasonable controls for building setbacks and off-street parking.

In addition, the following three (3) "conservation" factors are present to a minor extent within the Area:

1. Excessive Vacancies.

   Excessive vacancies exist to a limited extent within the area. A total of fifteen (15) of the one hundred twenty-one (121) buildings in the area are currently vacant. Excessive vacancies are present to a major extent on five (5) of the thirty-three (33) blocks in the area and to a limited extent on seven (7) blocks.

2. Overcrowding Of Structures And Community Facilities.

   Overcrowding of structures and community facilities exists to a limited extent within the area. Only seven (7) of the one hundred twenty-one (121) buildings included in the area are currently overcrowded.

3. Deterioration.

   Deterioration is present to a minor extent within the area. Of the one hundred twenty one (121) buildings in the area, six (6) buildings are deteriorated to a major extent. In addition, many parking areas and alleys, streets, curbs and gutters and sidewalks in the area are deteriorated.

The above analysis is based upon information provided by the research team based upon the following surveys and analyses:

1) Exterior surveys of the condition and use of each building.

2) Field survey of the condition of the streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls and general property maintenance within the area.

3) Analysis of existing uses and their relationship to one another.

4) Comparison of current land-use to current zoning and the current zoning map.

5) Comparison of surveyed buildings to property maintenance and other codes of the City.

6) Analysis of original and current platting and building size and layout.

7) Analysis of building floor area and site coverage.

8) Review of previously prepared plans, studies and data on the area.

VI.

95th/Western Avenue Redevelopment Project.

This section presents the overall program to be undertaken by the City of Chicago or by private developers acting under redevelopment agreements with the City. It includes a description of the redevelopment plan and project objectives; the redevelopment activities necessary to implement the plan; a general land-use plan; estimated redevelopment project costs; any obligations that may be issued in order to achieve the objectives of the plan; identification of the most recent equalized assessed valuation of properties within the R.P.A.; and an estimate of the anticipated equalized assessed value of the area after implementation of the plan.

In the event the City determines that implementation of some or all of the activities or improvements is not feasible, the City may reduce the scope of the overall program and Redevelopment Project.

Redevelopment Objectives.

-- Reduce or eliminate those conditions which qualify the R.P.A. as a conservation area described in the preceding section of this Plan.

-- Strengthen the economic well-being of the City and the R.P.A. by increasing business activity, taxable values and job opportunities in the area.

-- Create an environment which stimulates private investment in new construction, expansion and rehabilitation projects throughout the area.

-- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with the needs of the area, the limitations on the size of sites in the area and the uses demanded by the market for property in the area.

-- Achieve development which is integrated both functionally and aesthetically with nearby existing development, which contains a complementary mix of uses and meets shopping needs not currently served by existing businesses.

-- Encourage a high quality appearance of buildings, thoroughfares, public facilities and open spaces, and promote high standards of design in keeping with the architecturally significant and historic/landmark designations of the R.P.A.

-- Provide incentives needed to encourage private investment in rehabilitation, reconversion and redevelopment projects within the area.

-- Organize the necessary beautification and facade improvement programs that will give the area an identity and once again become an area where people will desire to shop.

-- Make the infrastructure and public improvement investments that are needed in order to stimulate private investment in the area, including those that will improve the public's perception about the security of the area.

-- Encourage the participation of minorities and women in professional and investment opportunities involved in the redevelopment of the R.P.A.

-- Implement the R.P.A. goals and policies set forth in Section IV of this Redevelopment Plan.

Redevelopment Activities.

The City proposes to achieve its redevelopment goals, policies and objectives for the R.P.A. through public financing techniques including, but not limited to, tax increment financing and by undertaking redevelopment activities including, but not limited to the following:

1. Use Of Incentives For Property Assembly.

Use tax increment incentives to solicit and encourage qualified private redevelopment entities to undertake property acquisition and assembly of obsolete properties and the redevelopment of those consolidated parcels into projects that satisfy current market needs. Other properties in the R.P.A. may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements. The City may determine that to meet the goals, policies or objectives of this Redevelopment Plan property may be acquired where: (a) the current use of the property is not permitted under this Redevelopment Plan; (b) the exclusion of the property from acquisition would have a detrimental effect on the disposition and development of adjacent and nearby properties; or (c) the owner or owners are unwilling or unable to conform the property to the land-use and development objectives of this Redevelopment Plan. Further, the City may require written redevelopment agreements with developers before acquiring any properties. The City may devote property which it has acquired to alternative temporary uses until such property is scheduled for disposition and redevelopment.

2. Demolition, Site Preparation And Redevelopment.

Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials, including sources of environmental contamination to create suitable sites for new development. Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods of time and so that the adverse effects of clearance activities may be minimized.

3. Incentives For Rehabilitation, Renovation And Adaptive Reuse Of Existing Buildings.

The City will encourage the rehabilitation, renovation and adaptive reuse of buildings in need of such expenditures by paying the redevelopers of these properties for some of the T.I.F. eligible costs incurred by the developer in the rehabilitation, et cetera. In most instances the City will reimburse the redeveloper for some of the T.I.F. eligible costs incurred on the project from property tax increment produced by the project upon receipt of those tax revenues under terms of a redevelopment agreement between these two (2) parties. In a few instances the City may decide to pay these expenses from the proceeds of bonds to be secured, at least partially, and serviced by the tax increment of the R.P.A., all in accordance with the terms of a redevelopment agreement.

4. Infrastructure, Parking, Utilities And Other Public Improvements.

Adequate public improvements are necessary for the conservation of the R.P.A.. In order to improve the present condition of the area's infrastructure some of the tax increment produced by properties and projects within the area will be used to leverage other public funds available from other City sources, the state and the federal government. These funds will be used to improve the perception of personal security in the area through improved lighting and other security-related facilities. Other types of public improvement activities include: acquisition of parcels for creation of off-street parking to facilitate development by qualified redevelopment entities and provide convenient access for delivery service; increase the amount of open space; improve landscaping and recreational facilities; improve streets, curbs, alleys, medians, sidewalks and streetscape improvements to foster pedestrian and public safety; water, sanitary and storm sewer improvements.

5. Beautification And Facade Improvement Programs.

In addition to rehabilitation of individual buildings, some tax increment revenues will also be used for facade and landscaping rebate programs designed to encourage the improved appearance of adjacent groups of properties with a consistent and/or coordinated design. This may include the promotion of facade renovation programs such as shared public/private funding of facade improvements or low/no interest loans for this purpose and/or incentives for sign/structure removal and incentives for uniform signage; certain landscaping and beautification projects, to the extent that their costs are T.I.F. eligible costs, may also be funded in order to enhance the appearance of the area, the medians or to provide more green/open space between private land-uses. These efforts may require the City to retain some architectural and design services in order to encourage participation by existing and new retailers within the area.

6. Relocation Assistance.

Relocation costs will be incurred to the extent that the City determines that relocation

costs shall be paid or the City is required to make payment of relocation costs by federal or state law.

7. Job Training.

In order to increase the effectiveness of the redevelopment program, some tax increment resources will be allocated to create opportunities for job training at local colleges, through workshops and seminars needed by employees or businessmen of existing and new businesses within the area. Training designed to increase the skills of the labor force within the community to take advantage of the employment opportunities created within the area will be implemented.

8. Planning, Administration, Architectural, Studies And Surveys, Legal And Other Professional Services.

These activities include the management of the T.I.F. program throughout its duration, research needed to assure that the program is effective in reaching the goals and objectives of this Redevelopment Plan, architectural and engineering support for facade improvement and land disposition programs and legal and other kinds of services necessary to acquire and dispose of property obtained for redevelopment.

General Land-Use Plan.

Existing land-uses consist almost entirely of small retail and commercial facilities, except for a railroad station, its related parking and several other public buildings. (Sub)Exhibit 5, attached hereto and made a part of this plan, designates intended general landuses in the R.P.A.. It is anticipated that the existing zoning classification will be amended from time to time to reflect the conversion of existing commercial areas to mixed or possibly residential use. The following are characteristics of the future land-use plan for the R.P.A.:

Retail Uses.

Retail uses should be developed in order to better serve the convenience shopping needs of the surrounding neighborhood, to provide appropriate goods and services to commuters using the train station and to complement the regional mall at the western end of the R.P.A.. Some of the shopping needs not currently served by existing merchants include full service book stores, bakeries, family restaurants, family clothing and shoe stores, home improvement centers, sporting goods stores, et cetera. The City retains the discretion to provide T.I.F. assistance or not to provide assistance to specific businesses of these types desiring to locate in the area and shall not be barred from providing assistance to other types of businesses as well throughout the life of the district.

Parking Uses.

Full realization of economic development potential of the R.P.A. is directly related to the

availability of sufficient automobile parking that is conveniently located together with appropriate pedestrian linkages and amenities to allow and encourage patrons to combine their errands into a one-stop, multi-purpose trip.

Commercial And Mixed Uses.

As the economy becomes more and more service oriented, it is expected that some of the existing retail space in the area will be converted to office and other commercial uses, particularly in the area of the train station.

As more and more of the retail activity within the area is concentrated into more effective clusters, the replacement redevelopments are likely to consist of all or some of the following mixed uses: commercial, service, retail and residential.

Estimated Redevelopment Project Costs.

According to the Act, redevelopment project costs mean the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and include any such costs incidental to this Redevelopment Plan. Private investments which supplement "Redevelopment Project Costs" are expected to substantially exceed such redevelopment project costs. Eligible costs permitted under the Act may include, without limitation, the following:

1. costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial planning or other special services; provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;

2. property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

3. costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;

4. costs of the construction of public works or improvements;

5. costs of job training and retraining projects;

6. 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 pusuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and

for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto;

7. all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be in furtherance of the objectives of the redevelopment plan and project, to the extent the City by written agreement accepts and approves such costs;

8. relocation costs to the extent that the City determines that relocation costs shall be paid or are required to make payment of relocation costs by federal or state law;

9. payment in lieu of taxes as defined in the Act;

10. costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Redevelopment Project Area; and (ii) when incurred by a taxing district 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 and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;

11. interest costs incurred by the redeveloper related to the construction, renovation or rehabilitation of the redevelopment project provided that:

    (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act; and

    (b) such payments in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year; and

    (c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph 11, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

    (d) the total of such interest payments incurred pursuant to the Act may not exceed thirty percent (30%) of the total (i) cost paid or incurred by the

redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the municipality pursuant to this Act.

A wide variety of activities and improvements will be required to implement the Redevelopment Project. The necessary improvements and their costs are shown in Appendix 5, Estimated Redevelopment Project Costs. The total Redevelopment Project Costs are intended to provide an upper limit on tax increment expenditures in the area. Within this limit, adjustments may be made in line items, including provision for capitalized interest and other costs of financing associated with the issuance of obligations, without amendment of this Redevelopment Plan. The costs represent estimated amounts and do not represent actual City commitments or expenditures. Additional funding in the form of state and federal grants, and private developer contributions may be pursued by the City as a means of financing improvements and facilities which are of a general community benefit.

Estimated project costs eligible under Illinois T.I.F. statute are listed in Appendix 5. These are potential costs to be expended over the maximum twenty-three (23) year life of the R.P.A. and their expenditure is subject to the availability of redevelopment projects and the willingness of the City to fund them at a level of need to be determined by the City. (Note: This summary does not include private expenditures upon redevelopment projects within the area that are ultimately paid with non-tax increment resources.)

Sources Of Funds To Pay Eligible Redevelopment Project Costs.

Funds necessary to pay redevelopment project costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which are to be retired using tax increment revenue. If such costs are to be paid directly from municipal bond proceeds, the debt service on such bonds shall ultimately be paid from tax increment revenues. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current E.A.V. of each taxable lot, block, tract, or parcel of real property in the R.P.A. over and above the initial E.A.V. of each parcel of real property in the R.P.A.. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income and such other sources of funds and revenues as the City may from time to time deem appropriate.

Nature And Term Of Obligations To Be Issued.

The City may issue obligations secured by the Tax Increment Special Tax Allocation Fund

established for the Redevelopment Project Area pursuant to the Act. Any and/or all obligations issued by the City pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years from the date of adoption of the ordinance approving Amended Redevelopment Plan and Project, such ultimate retirement date occurring in the year 2018. Also, the final maturity date of any such obligations may not be later than twenty (20) years from their respective date of issuance.

One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year on all obligations shall not exceed the amounts available in that year, or projected to be available in that year, from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds and all other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory sinking fund redemptions.

Those tax increment revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the R.P.A. in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions.

Most Recent Equalized Assessed Valuation (E.A.V.) Of Properties In The Redevelopment Project Area.

The purpose of identifying the most recent E.A.V. of properties in the R.P.A. is to provide an estimate of the initial E.A.V. which the County Clerk will certify for the purpose of calculating incremental E.A.V. and incremental property taxes. The equalized assessed valuation (E.A.V.) of the property within the R.P.A. is approximately Fifteen Million Four Hundred Thirty-seven Thousand One Hundred Fifty-four Dollars ($15,437,154), which is the 1993 equalized assessed valuation, the most recent E.A.V. available. These values will be used so long as the R.P.A. is established by the City before the 1994 state equalization factor is issued, which is expected to be sometime in July or August, 1995. Additionally, this estimated amount is subject to any Certificates of Error which may be adjudicated before a final Certified Initial E.A.V. is issued by the Cook County Clerk's office. Appendix 6, Summary of Initial E.A.V. by Block, summarizes the initial equalized assessed values of blocks within the R.P.A.

Anticipated Equalized Assessed Valuation.

Upon completion of the anticipated private development of the Redevelopment Project

Area by the year 2018, it is estimated that the equalized assessed valuation of the property within the Redevelopment Project Area will be increased to approximately Thirty-six Million Dollars ($36,000,000). This estimate is based upon several key assumptions: 1) a constant Cook County equalization factor (multiplier) of 2.1407 in 1994 dollars; 2) a total tax rate of Nine and 25/100 Dollars ($9.25) per One Hundred Dollars ($100) of valuation throughout the life of the T.I.F.; 3) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; and 4) the market value of the recommended residential and commercial developments will increase following completion of the redevelopment activities described in the Redevelopment Plan.

VII.

Conformity To The Comprehensive Plan Of The City Of Chicago.

The Redevelopment Plan and Project conform to the comprehensive plan for development of the City of Chicago as a whole, the Comprehensive Plan of Chicago of 1966.

VIII.

Scheduling Of The Redevelopment Project.

This Redevelopment Project and all obligations issued to finance redevelopment project costs will be completed on or before a date twenty-three (23) years from the adoption of the ordinance designating the R.P.A.. The City expects that the Redevelopment Project will be completed sooner than the maximum timelimit set by the Act, depending on the incremental tax yield. It is anticipated that City expenditures for redevelopment project costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures on redevelopment projects by participating private developers.

IX.

Commitment To Fair Employment Practices And Affirmative Action.

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

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

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

In order to implement these principles for this Project and Plan, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors and the developer's contractors and vendors. In particular, parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

X.

Lack Of Growth And Development Through Investment By Private Enterprise.

As described earlier in this report, the R.P.A. as a whole is adversely impacted by the presence of numerous "conservation" factors and these factors are reasonably distributed throughout the area. The R.P.A. on the whole has not been subject to redevelopment through investment by private enterprise and is not reasonably expected to be redeveloped in a comprehensive manner without the adoption of the Redevelopment Plan.

The enabling statute requires that "the municipality finds that the redevelopment project area 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". Elsewhere the statute requires that the Redevelopment Plan include evidence in support of this finding.

The extent of past private investment in the area was determined based upon an analysis of the value of all (seventy-one (71)) of the building permits issued by the City for the one hundred twenty-one (121) properties in the area during the last ten (10) years. This study revealed that only ten (10) permits were issued during this decade for new construction and additions for a total of One Million Six Hundred Twelve Thousand Five Hundred Ninety-seven Dollars ($1,612,597). In addition, sixty-one (61) building permits in the amount of One Million Four Hundred Fourteen Thousand Four Hundred Thirty-three Dollars ($1,414,433) were issued for building alterations and repairs during this ten (10) year period. Thus a total of Three Million Twenty-seven Thousand Thirty Dollars ($3,027,030) was expended on all the properties in the area throughout this decade. As Appendix 9 shows almost three-fourths (¾)

of these expenditures were spent upon only a few projects -- a total of Two Million Two Hundred Thirty-seven Thousand Eight Hundred Dollars ($2,237,800), or seventy-three and nine-tenths percent (73.9%) of the value of all permits issued, was allocated to only nine (9) projects. Five (5) of these projects, absorbing twenty-six percent (26%) of the total investment during the decade, were fast food restaurants, one of which has since burned down and been vacant for four (4) years. Three (3) properties situated just across Western Avenue from the Evergreen Shopping Center were the recipient of One Million Seventy-four Thousand Eight Hundred Dollars ($1,074,800) of investment during the decade, or over thirty-five percent (35%) of the total for the district. Thus very little capital investment, an average of about Seven Hundred Fifty Dollars ($750) per year, was expended on each of the other one hundred four (104) properties located in the area during the decade.

The amount of investment in the area during the last five (5) years declined by more than twenty-five percent (25%) from that which occurred during the first half of the decade studied unadjusted for inflation. The total area investment during this ten (10) year period, including the cost of repairs, represents only about seven percent (7%) of the estimated market value of the property within the area, or an annual investment of well less than one percent (1%) of the value of each property. This small investment was spent on these properties in spite of the fact that the area, like most commercial areas throughout the country, was greatly affected by the rapid changes that were occurring in retailing throughout this period often requiring substantial expenditures to adapt existing retail property for other uses. Appendix 9 also summarizes the result of this research.

The lack of prior growth and investment by the private sector is also supported by the trend in the equalized assessed value (E.A.V.) of all of the property in the redevelopment project area over the last decade (see Appendix 8). During the period between 1983 and 1993, the E.A.V. of the R.P.A. expanded by only sixty-seven percent (67%) (unadjusted for inflation) as compared to one hundred thirty-five percent (135%) for all commercial property in the City of Chicago. After eliminating the compound growth effect, the annual rate of increase in the taxable value of property within the R.P.A. was only five and twenty-six hundredths percent (5.26%) during this period, equal to or less than the rate of inflation in property values throughout the region during this period, while the rate of increase Citywide was eight and ninety-two hundredths percent (8.92%), a rate that was seventy percent (70%) greater than that of the area.

Further evidence of the area's economic decline is indicated by a comparison of municipal sales tax receipts for the area (approximated by the two (2) zip codes which comprise the R.P.A.) and that of the City of Chicago for the period from 1985 through 1990 (see Appendix 9). Later data is not available inasmuch as the City no longer administers and collects this tax. Whereas during this period the City's municipal sales tax receipts increased by thirty-six percent (36%), comparable receipts for the two (2) zip code areas which include the R.P.A. declined by six percent (6%).

Appendix 10 provides evidence indicating that private investment in the area would be stimulated by the adoption of a tax increment district.

Thus, it is clear that private investment in redevelopment of the area has not occurred on a comprehensive basis or in a timely manner in order to overcome the conservation

conditions that currently exist within the area. The redevelopment area is not reasonably expected to be redeveloped without the efforts of the City, including the adoption of this Redevelopment Project and Plan and the adoption of tax increment financing.

XI.

Financial Impact And Demand On Taxing District Services.

Without the adoption of this Redevelopment Project and Plan and tax increment financing, the R.P.A. is not reasonably expected to be redeveloped by private enterprise. There is a real prospect that the conservation conditions will continue to exist and spread, and the area as a whole will tend to become blighted and less attractive for the maintenance and improvement of existing buildings and sites. The possibility of the erosion of the assessed value of property which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment could lead to a reduction of real estate tax values to all the overlapping taxing districts.

This Redevelopment Plan and Project describes a comprehensive redevelopment program to be undertaken by the City to create an environment in which private investment can occur. The redevelopment program will be staged over a period of years consistent with local market conditions and available resources required to complete the various redevelopment projects and activities set forth in the Plan. If the Redevelopment Project is successful, it is anticipated that the rehabilitation and expansion of existing buildings and new development resulting therefrom will be instrumental in alleviating the existing conservation conditions and restoring the area to sound conditions over the long run.

The Redevelopment Project is expected to have both short and long term financial impacts on the taxing bodies overlapping the R.P.A.. During the period when tax increment financing is being used, real estate tax revenues resulting from increases in E.A.V. over and above the certified initial E.A.V. established at the time the district was adopted will be used to pay redevelopment project costs incurred by the City on projects in the area. At the end of this period, the real estate tax revenues attributable to the increase in the E.A.V. over the certified initial amount will be distributed to all the taxing bodies overlapping the R.P.A.

The following taxing bodies presently levy property taxes against all the properties located within the R.P.A.:

Cook County;

Cook County Forest Preserve District;

Metropolitan Water Reclamation District of Greater Chicago;

Chicago Community College District 508;

Chicago Board of Education District 299;

Chicago Park District;

Chicago School Finance Authority;

City of Chicago; and

South Cook Mosquito Abatement District.

In addition, the 95th Street portion of the redevelopment project area is also taxed by the City of Chicago Special Service Area Number 4.

Non-residential development, such as retail, commercial service, office, public and institutional uses, should not cause increased demand for services or capital improvements on any of the above taxing bodies except for the Water Reclamation District. Replacement of vacant and underutilized buildings and sites with active and more intensive uses will result in additional demands on services and facilities provided by the Water Reclamation District. However, it is expected that any increase in demand for treatment of sanitary and storm sewerage associated with the R.P.A. will not have a significant impact upon the existing treatment facilities maintained and operated by the Water Reclamation District.

Residential development may cause increased demand for services or capital improvements to be provided by the Board of Education, Community College District 508, the Chicago Park District, the Forest Preserve District and the City of Chicago. New private investment in residential and non-residential development, and public investment in infrastructure improvements may increase the demand for public services or capital improvements provided by the City and the Chicago Park District within and adjacent to the R.P.A. However, it is not possible at this time to predict, with any degree of reliability, (i) the number or timing of new and rehabilitated residential buildings that may be added to the R.P.A., or (ii) the increased level of demand for services or capital improvements to be provided by any taxing district as a result therefrom.

Over time, the implementation of the Redevelopment Plan may lead to an increase in the value of properties adjacent to the R.P.A.

XII.

Program To Address Financial And Service Impacts.

As a result of the level of uncertainty about the financial and service impacts of the Redevelopment Plan upon the overlapping taxing bodies, the City has not developed, at

present, a specific plan to address any of these financial impacts or increases in demand. However, some or all of the public improvements described earlier in the Redevelopment Activities section on Infrastructure, Parking, Utilities and Public Improvements may mitigate some of the additional services and capital improvement demands placed on the overlapping taxing bodies as a result of the implementation of this Plan. In addition, there will be a willingness on the part of the City to work with the other taxing bodies to assess the financial and service impacts upon these agencies at the Joint Review Board meetings after the T.I.F. is established.

XIII.

Provisions For Amending This Redevelopment Plan And Project.

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

[(Sub)Exhibit 5 referred to in this 95th/Western Redevelopment Plan and Project unavailable at time of printing.]

[Appendices 1, 3 and 4 referred to in this 95th/Western Redevelopment Plan and Project printed on pages 20067 through 20069 of this *Journal*.]

Appendices 2, 5, 6, 7, 8, 9 and 10 referred to in this 95th/Western Redevelopment Plan and Project read as follows:

Appendix 2.
(To 95th/Western Redevelopment Plan And Project)

Legal Description Of The 95th Street Tax Increment Financing District.

A parcel of land in Chicago, Cook County, Illinois being a part of the north half of Section 7 and the south half of Section 6 in Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the centerline of West 95th Street and the centerline of South Western Avenue; thence northerly along said centerline of South Western Avenue to the north lot line extended of Lot 1 of O. Rueber and Co.'s Beverly Hills Subdivision of

the south three-eighths of the west half of the northwest quarter of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian; thence easterly along said lot line to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue; thence southerly along said centerline of the aforesaid alley to the intersection with the south lot line extended of Lot 15 of said O. Rueber and Co.'s Beverly Hills Subdivision; thence westerly 8 feet to the intersection with the east lot line extended of Lot 16 of said O. Rueber and Co.'s Subdivision; thence southerly along said lot line to the intersection with the centerline of West 91st Street in said O. Rueber and Co.'s Subdivision; thence easterly 3 feet to the intersection with the east lot line extended of Lot 28 in Beverly Hills Boulevard Subdivision, being a resubdivision of the north 22 acres of Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian; thence southerly along said lot line to the intersection with the north lot line of Lot 13 in Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian; thence westerly along said lot line 23 feet to the intersection with the east parcel division line of Lot 13 in said Geo. H. Chambers Subdivision; thence southerly 159 feet along said parcel division line to the intersection with the centerline of West 92nd Street in said Geo. H. Chambers Subdivision; thence easterly 45 feet along said centerline of West 92nd Street to the intersection with the east parcel division line extended of Lot 12 in said Geo. H. Chambers Subdivision; thence southerly along said parcel division line 159 feet to the intersection with the south lot line of Lot 12 in said Geo. H. Chambers Subdivision; thence westerly 13 feet along said lot line to the intersection with the east parcel division line of Lot 11 in Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the north lot line of Lot 9 in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said lot line to the intersection with the east parcel division line of Lot 9 in Geo. H. Chambers Subdivision; thence southerly 126 feet to the intersection with the north lot line in Lot 8 of said Geo. H. Chambers Subdivision; thence westerly 15 feet along said lot line to the intersection with the east parcel division line in Lot 7 of said Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the centerline extended of West 94th Street in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said centerline of West 94th Street to the intersection with the east parcel division line extended of Lot 5 in said Geo. H. Chambers Subdivision; thence southerly 242 feet along said parcel division line to the intersection with the north lot line of Lot 3 in said Geo. H. Chambers Subdivision; thence easterly 151.45 feet along said lot line extended to the intersection with the centerline of South Claremont Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Claremont Avenue to the intersection with the north lot line extended of Lot 39 in said Geo. H. Chambers Subdivision; thence easterly along said lot line to the intersection with the centerline of South Oakley Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Oakley Avenue to the intersection with the north lot line extended of Lot 41 in said Geo. H. Chambers Subdivision; thence easterly 329 feet along said lot line to the intersection with the centerline of South Bell Avenue in said Geo. H. Chambers Subdivision; thence northerly 125 feet along said centerline of South Bell Avenue to the intersection with the south line of the north parcel division line extended of Lot 79 in said Geo. H. Chambers Subdivision; thence easterly 121.9 feet along said parcel division line to the intersection with the west lot line of Lot 81 in said Geo. H. Chambers Subdivision; thence northerly 25 feet along said lot line to the intersection with north lot line of Lot 81 in said Geo. H. Chambers Subdivision; thence

easterly 208 feet along said lot line to the intersection with the centerline of South Leavitt Street in said Geo. H. Chambers Subdivision; thence southerly 33 feet along said centerline of South Leavitt Street to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in subdivision of Block 36 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline extended of South Hoyne Avenue in a subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence northerly 28 feet to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in Campbell's Subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline of South Damen Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 26.49 feet along said centerline to the intersection with the north lot line extended of Lot 14 in Plotke & Crosby's Resubdivision of Block 39 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly to the intersection with the centerline of South Winchester Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 50 feet along said centerline to the intersection with the north parcel division line of Lot 47 in Longwood Subdivision of Section 6-37-14; thence easterly 160.46 feet along said parcel line to the intersection with the west lot line of Lot 46 in said Longwood Subdivision; thence northerly 50 feet along said lot line to the intersection with the north lot line extended of Lot 46 in said Longwood Subdivision; thence easterly along said lot line extended to the intersection with the centerline of South Longwood Drive in said Longwood Subdivision; thence northerly 50.07 feet to the intersection with the north parcel division line of Lot 33 in said Longwood Subdivision; thence easterly along said parcel division line to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Longwood Subdivision; thence southerly 10.06 feet to the intersection with the north lot line extended of Lot 22 in Longwood Subdivision, a subdivision of all that part of Section 6-37-14 lying east of the centerline of South Spruce Street, south of the centerline of West 93rd Street, west of the west line of P.C. & St. L. Railroad right-of-way and north of the south line of southeast quarter of said Section 6-37-14; thence easterly along said lot line to the intersection with the centerline of South Vanderpoel Avenue in aforesaid Longwood Subdivision; thence northerly 10 feet along said centerline to the intersection with the north parcel division line extended of Lot 12 in said Longwood Subdivision; thence easterly 157.98 feet to the intersection with the east lot line of Lot 9 in said Longwood Subdivision; thence southerly 8 feet along said lot line to the intersection with the centerline of the first east/west public alley parallel to and first north of West 95th Street in Joseph B. Fleming's Subdivision of the south half of Lot 9 and all of Lot 10 in Longwood Subdivision; thence easterly along said centerline to the intersection with the centerline of South Charles Street in aforesaid Longwood Subdivision; thence northerly 66 feet along said centerline of South Charles Street to the intersection with the north lot line extended of Lot 2 in said Longwood Subdivision; thence easterly 138.6 feet to the intersection with the west line of the Pennsylvania Railroad right-of-way; thence southerly along said line to the intersection with the centerline of West 95th Street in said Longwood Subdivision; thence easterly along said centerline of West 95th Street to the intersection with the east lot line extended of Outlot B in Beverly Pointe Subdivision, a subdivision in the northeast quarter of Section 7, the northwest quarter and the southwest quarter of Section 8-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 90 in said Beverly Pointe Subdivision; thence westerly 106.22 feet to the intersection with the west lot line of Outlot B in said Beverly Pointe Subdivision; thence Southerly along said lot line

to the intersection with the north lot line of Lot 1 in Howard Oviatt's Subdivision of Lots 1 to 17, including Lots 25, 26, 29 and 30 of Block 5 and Lots 15, 16, 18, 19 and 26 of Block 3 in Hilliard & Dobbin's First Addition to Washington Heights of Section 8-37-14; thence westerly 140 feet along said lot line extended to the intersection with the centerline of South Charles Street in said Howard Oviatt's Subdivision; thence northerly 43 feet along said centerline of South Charles Street to the intersection with the south lot line extended of Lot 45 in Hilliard & Dobbin's First Addition to Washington Heights, being a subdivision of the east half of the northeast quarter of Section 7 and the northwest quarter of Section 8-37-14; thence westerly 139 feet to the intersection with the east lot line of Lot 50 in said Hilliard & Dobbin's Subdivision; thence northerly 100 feet to the intersection with the south lot line of Lot 49 in said Hilliard & Dobbin's Subdivision; thence westerly 186 feet along said lot line extended to the intersection with the centerline of South Prospect Avenue in said Hilliard & Dobbin's Subdivision; thence northerly 10 feet along said centerline of South Prospect Avenue to the intersection with the south lot line extended to Lot 6 in said Hilliard & Dobbin's Subdivision; thence westerly 112.23 feet to the intersection with the east lot line of Lot 12 in O'Neill's Subdivision of Lot 3 and Lot 2 (except that part for school lot) in Block 6 of Hilliard & Dobbin's Subdivision of Section 8-37-14; thence southerly 165.48 feet to the intersection with the south lot line of Lot 10 in said O'Neill's Subdivision; thence westerly 155.42 feet along said lot line to the intersection with the centerline of South Vanderpoel Avenue in said O'Neill's Subdivision; thence northerly along said centerline of South Vanderpoel Avenue to the intersection with the centerline extended of the first east/west public alley parallel to and first south of West 95th Street in Howe's Subdivision at Longwood of Lots 110 to 113, including Block 6 in Hilliard & Dobbin's First Addition to Washington Heights of Section 8-37-14; thence westerly along said centerline to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Howe's Subdivision; thence southerly 15.75 feet to the intersection with the south lot line extended of Lot 3 in Dore's Subdivision of the west half of the northeast quarter of Section 7-37-14; thence westerly along said lot line to the intersection with the east lot line of Lot 9 in subdivision of Lots 21, 22, 23 and 24 in Block 1 in Dore's Subdivision of Section 7-37-14; thence southerly 50 feet to the intersection with the south lot line of Lot 9 in said Dore's Subdivision; thence westerly 165 feet along said lot line extended to the intersection with the centerline of South Longwood Drive in said Dore's Subdivision; thence northerly 50 feet to the intersection with the south lot line extended of Lot 3 in said Dore's Subdivision; thence westerly along said lot line to the intersection with the centerline of South Damen Avenue in said Dore's Subdivision; thence northerly 8 feet to the intersection with the first east/west public alley first south and parallel to West 95th Street in said Dore's Subdivision; thence westerly along the centerline extended of said alley to the centerline of South Leavitt Street in John Bain's Resubdivision of part of Forest Ridge of Section 7-37-14; thence northerly 3 feet along said centerline of South Leavitt Street to the intersection with the first east/west public alley parallel to and first south of West 95th Street in Highland Addition to Longwood, being a resubdivision of Calumet Highlands of Section 7-37-14; thence westerly along said centerline extended of said alley to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue in said Highland Addition; thence southerly along said alley centerline extended to the intersection with the centerline of West 96th Street in said Highland Addition; thence westerly along said centerline of West 96th Street to the intersection with the centerline of South Western Avenue in said Highland Addition; thence northerly along said centerline of South Western Avenue to the point of beginning.

Appendix 5.
(To 95th/Western Redevelopment
Plan And Project)

Estimated Redevelopment Project Costs.

Program Action/Improvements	Project Costs
Property Acquisition and Assembly Costs	$5,000,000
Demolition, Environmental Cleanup and Site Preparation	1,000,000
Rehabilitation of Existing Buildings	5,000,000
Construction of Public Parking Lots and Facilities	2,000,000
Beautification, Facade and Public Landscape Improvements	500,000
Infrastructure Improvements including Roads, Alleys Sidewalks and Utilities, et cetera	2,500,000
Public Facilities Construction and/or Rehabilitation of Public Facilities	1,000,000
Transit Improvements	500,000
Interest Costs Incurred by Developers	750,000
Relocation Assistance	500,000
Job Training	500,000
Planning, Administration, Architectural, Studies and Surveys, Legal and Other Professional Services	750,000
GROSS PROJECT COST:	$ 20,000,000

Note: Gross Project Cost excludes financing costs, including interest expense, capitalized interest and cost associated with issuing bonds and other obligations. All cost estimates in the table are based upon the purchasing power of the dollar in 1995.

Appendix 6.
(To 95th/Western Redevelopment Plan And Project)

Summary Of Initial Equalized Assessed Valuation By Block.

25-06-108	$ 211,219.00
25-06-115	712,740.00
25-06-300	1,007,234.00
25-06-310	854,403.00
25-06-317	1,841,464.00
25-06-318	464,335.00
25-06-319	281,252.00
25-06-320	512,340.00
25-06-321	391,091.00
25-06-322	550,982.00
25-06-323	825,809.00
25-06-421	359,212.00
25-06-422	22,574.00
25-06-423	435,245.00
25-06-424	453,357.00
25-06-425	253,249.00
25-06-426	300,974.00
25-07-100	1,422,713.00
25-07-101	554,293.00
25-07-102	409,360.00
25-07-103	517,170.00

25-07-104	$ 374,719.00
25-07-105	31,299.00
25-07-106	363,163.00
25-07-107	244,305.00
25-07-200	648,431.00
25-07-201	531,450.00
25-07-202	150,277.00
25-07-203	350,219.00
25-07-211	---
25-07-212	339,776.00
25-07-213	---
25-08-117	22,499.00
TOTAL:	$15,437,154.00

Appendix 7.
(To 95th/Western Redevelopment Plan And Project)

Building Permit Summary
1985 -- 1994.

Value Of Permits.

Year	New Construction Additions	Alterations Repairs	Total
1985	$ 20,000	$ 104,321	$ 124,321
1986	105,247	29,800	135,047

Year	New Construction Additions	Alterations Repairs	Total
1987	$ 690,000	$ 92,950	$ 782,950
1988	---	431,500	431,500
1989	212,000	51,600	263,600
1990	17,850	---	17,850
1991	226,400	---	226,400
1992	100,000	204,500	304,500
1993	233,900	---	233,900
1994	7,200	499,762	506,962
TOTAL:	$ 1,612,597	$ 1,414,433	$ 3,027,030

Dollar Value Of Permit	Number For New Construction Additions	Number For Alterations Repair	Total Number Of Permits	Total Value Of Permits	Percent Of Total Permit Value	Cumulative Percent Of Permit Value
$0 -- 999	1	5	6	$ 3,600	0.12 %	0.12%
$1,000 -- 9,999	2	21	23	85,397	2.83	2.95
$10,000 -- 24,999	2	9	11	157,800	5.23	8.19
$25,000 -- 49,999	---	15	15	527,500	17.50	25.68
$50,000 -- 99,999	1	9	10	599,500	19.89	45.57
$100,000 -- 199,999	1	0	1	100,000	3.32	48.89
$200,000 -- 349,999	2	2	4	1,191,012	39.51	88.39
$350,000 -- 499,999	1	0	1	350,000	11.61	100.00
TOTAL:	10	61	71	$3,014,809		

Building Permit Summary.

Distribution Of Permitted Expenditures

For The Period Of 1985 -- 1994.

Major Capital Projects	Number Of Parcels	Permitted Cost	Percent Of Total	Average Cost Per Parcel	Notes
Bonanza	1	$ 350,000	---	---	Burned out; vacant 4 years
Other Fast Food	4	442,000	---	---	
Total Fast Food	5	792,000	---	---	
Citibank	1	475,000	---	---	Abuts suburban center
Rubloff	9	299,800	---	---	Abuts suburban center
O'Connor/ Hyundai	1	300,000	---	---	Abuts suburban center
Evangelical Health	1	371,000	---	---	
Sub-total	17	$2,237,800	73.9	$131,635	
All Other Properties	104	789,230	26.1	$7,589	
TOTAL INVESTMENT:	121	3,027,030			

Appendix 8.
(To 95th/Western Redevelopment Plan And Project)

Evidence Regarding Lack Of Prior Growth And Investment In The Area.

95th/Western Avenue Redevelopment Project Area Property Valuation Trends, 1983 -- 1993.

	1983 Tax Year	1983 Tax Year	Decade Increase	Percentage Increase	Annual Compound Percent Increase
Redevelopment Project Area	$9,250,334	$15,437,154	$6,186,820	67%	5.26%
All Commercial Property -- City of Chicago	$5,522,000,000	$12,987,000,000	$7,465,000,000	135%	8.92%

Appendix 9.
(To 95th/Western Redevelopment Plan And Project)

Evidence Regarding Lack Of Prior Growth And Investment In The Area.

Area Sales Tax Trends, 1985 -- 1990.

Analysis Of Sales Tax Trends For 95th Street Business Association.

The 95th Street Business Association requested an analysis of retail business activity covering their portions of Western Avenue and 95th Street. Using the most recent sales tax data the following observations can be drawn:

Relative to state and city sales tax collections, the postal zip codes which cover the Association's membership experienced declining taxable retail sales activity.

While the City's overall sales tax and home rule tax revenues increased from One Hundred Seven Million Nine Hundred Thousand Dollars ($107,900,000) in 1985 to One Hundred Forty-seven Million Dollars ($147,000,000) in 1990, the Association's zip code area sales tax receipts declined from One Million Four Hundred Thousand Dollars ($1,400,000) in 1985 to One Million Three Hundred Thousand Dollars ($1,300,000) in 1990.

Indexing the trends in sales tax collections indicate:

	1985	1990
Illinois	100	128
Chicago	100	136
60620/60643	100	94

The Chicago businesses that make up the 95th Street Business Association compete directly against the suburban businesses located in the Evergreen Plaza Shopping Center and the strong retail corridor just west on 95th Street.

The retail businesses in the Association are at a significant competitive disadvantage due to differential sales tax rates.

Appendix 10.
(To 95th/Western Redevelopment Plan And Project)

Evidence Regarding "But For" Developer's Letters Of Interest If Tax Increment Financing Is Adopted.

KOLL Real Estate Services Company.

April 17, 1995

Ms. Valerie Jarrett
Commissioner of Economic Development
Chicago City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Dear Commissioner:

As an owner of a substantial amount of property in the Beverly community, I am seeking your support of the proposed T.I.F. area ordinance presented by Alderman Ginger Rugai. Our property in the City of Chicago stretches from 94th Place to 99th Street and Western Avenue, in addition to being on both sides of 95th Street, from Western to Oakley Avenue. We own over 5 million square feet of land in the immediate area.

The property on the southeast corner of 95th/Western was built in the early 1950s and over the years has become aesthetically unattractive and non-functional. It is one of the premier corners of the area, and for several years we have entertained the idea of redeveloping the block along 95th Street (from Claremont to Western, and up Western to 96th). Several plans have been drawn to plan the improvement of that corner, but with the cost of construction in the limited space (because of the depths of the lots) it becomes a very tough deal. Convenient parking is essential, as well as costly, on a small site.

When the 95th Street Business Association and Alderman Ginger Rugai broached the idea of a T.I.F., I was thoroughly supportive of this type of City initiative. In reviewing our pro forma and with municipal assistance through the aid of a T.I.F., the deal would become feasible. Without the T.I.F., it cannot be accomplished; even with the T.I.F., it is not a profitable venture but, at least, it reduces some of our losses and enhances the area. Basically, an increase of $5.00 over current rents will not offset demolition and construction costs.

Our commitment to the Beverly neighborhood over many years is well known, and we have continued to build new projects to enhance the quality of life in this community. Your support of the proposed T.I.F ordinance would be of great benefit in strengthening our community, as well as encouraging economical development in the great City of Chicago.

Sincerely,

KOLL

Vincent J. Gavin, General Manager

cc: Virginia A. Rugai, Alderman

Lois D. Weber, 95th Street Business Association

Wienke Commercial Properties.

April 14, 1995

Ms. Lois D. Weber
Executive Director
95th Street Business Association
2100 West 95th Street
Chicago, Illinois 60643

Dear Lois:

Thank you for your continued communications regarding development possibilities in your area. I am always interested in any information you may have regarding available buildings, land, and/or tenants seeking space for build-to-suits.

To date I have not found a project with economic justification. If you are able to provide some incentives such as facade improvement dollars, property assemblege assistance, or demolition cost assistance, I believe it would spur new development along 95th Street.

Please keep me informed as to any opportunities that may arise in the 19th Ward. With the right planning, economic development can blossom.

Yours truly,

(Signed) Raymond M. Wienke
Wienke Commercial
Properties

Exhibit "B".

State of Illinois)
)SS.
County of Cook)

Certificate.

I, Darlene Cowan, the duly authorized, qualified and assistant secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the 14th day of January, 1997, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 17th day of January, 1997.

(Signed) Darlene Cowan
Assistant Secretary

Resolution 97-CDC-1 referred to in this Certificate reads as follows:

Community Development Commission
Of The
City Of Chicago

Resolution 97-CDC-1

Recommending To The City Council
Of The City Of Chicago

For The

95th/Western
Redevelopment Project Area:

Approval Of
Amendment Number 1
To The
Redevelopment Plan.

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 Chapter 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.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, The staff of the City's Department of Planning and Development has conducted a review of the 95th/Western Redevelopment Plan and Project; and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a Redevelopment Plan or an amendment, 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 beginning November 8, 1996, being a date prior to the adoption by the Commission of Resolution 96-CDC-71 on November 12, 1996, 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 Hearing by publication was given at least twice, the first (1st) publication being on December 22, 1996, 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 December 29, 1996, 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 January 3, 1997, 1996, 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 November 20, 1996 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 November 20, 1996, 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 January 14, 1997 at 2:00 P.M. at City Hall, City Council Chambers, 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 amendment of the Plan; and

Whereas, The Board meeting was convened on November 29, 1996 at 10:00 A.M. (being a date no more than fourteen (14) days following the mailing of the notice to all taxing districts on May 20, 1996) in Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory recommendation regarding the 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 Commission has reviewed Amendment Number 1 to the 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 the City Council amendment of the Plan; 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 Plan, as amended, 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 more than twenty-three (23) years from the date 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; and

Section 3. The Commission recommends that the City Council approve Amendment Number 1 to the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. 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 5. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

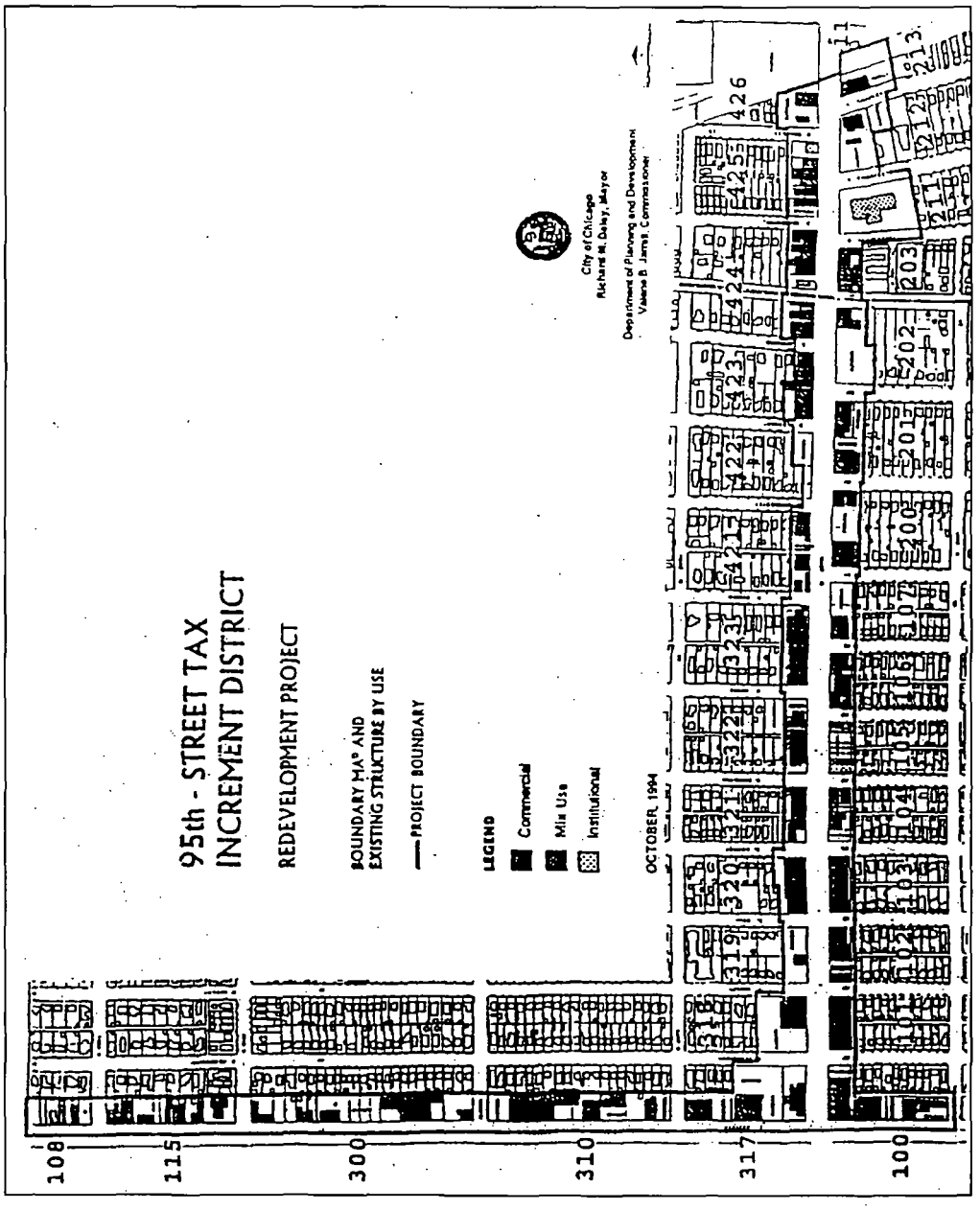
Section 6. This resolution shall be effective as of the date of its adoption.

Section 7. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: January 14, 1997.

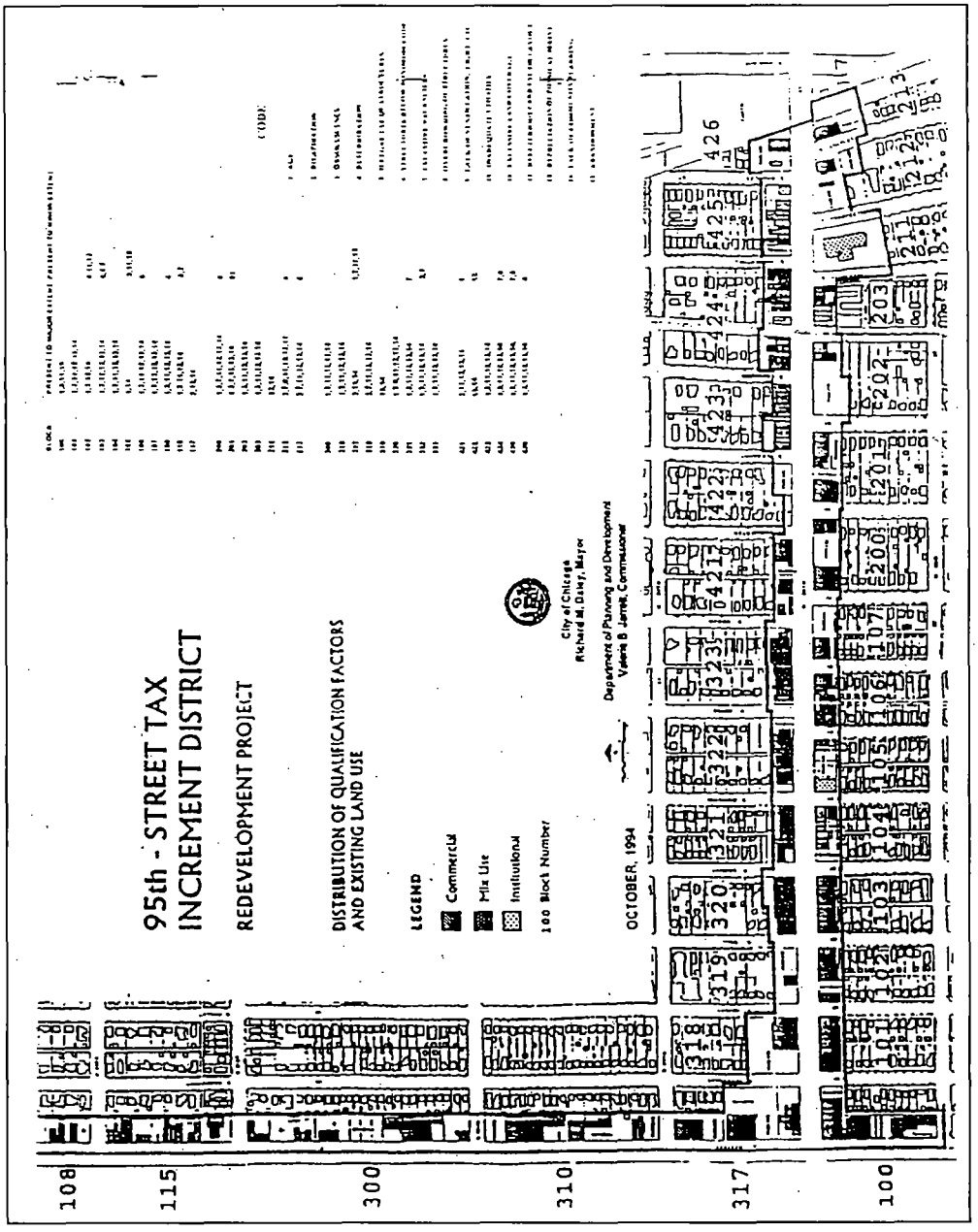
Appendix 1.
(To 95th/Western Redevelopment
Plan And Project)

Boundary Map And Existing Structures By Use.



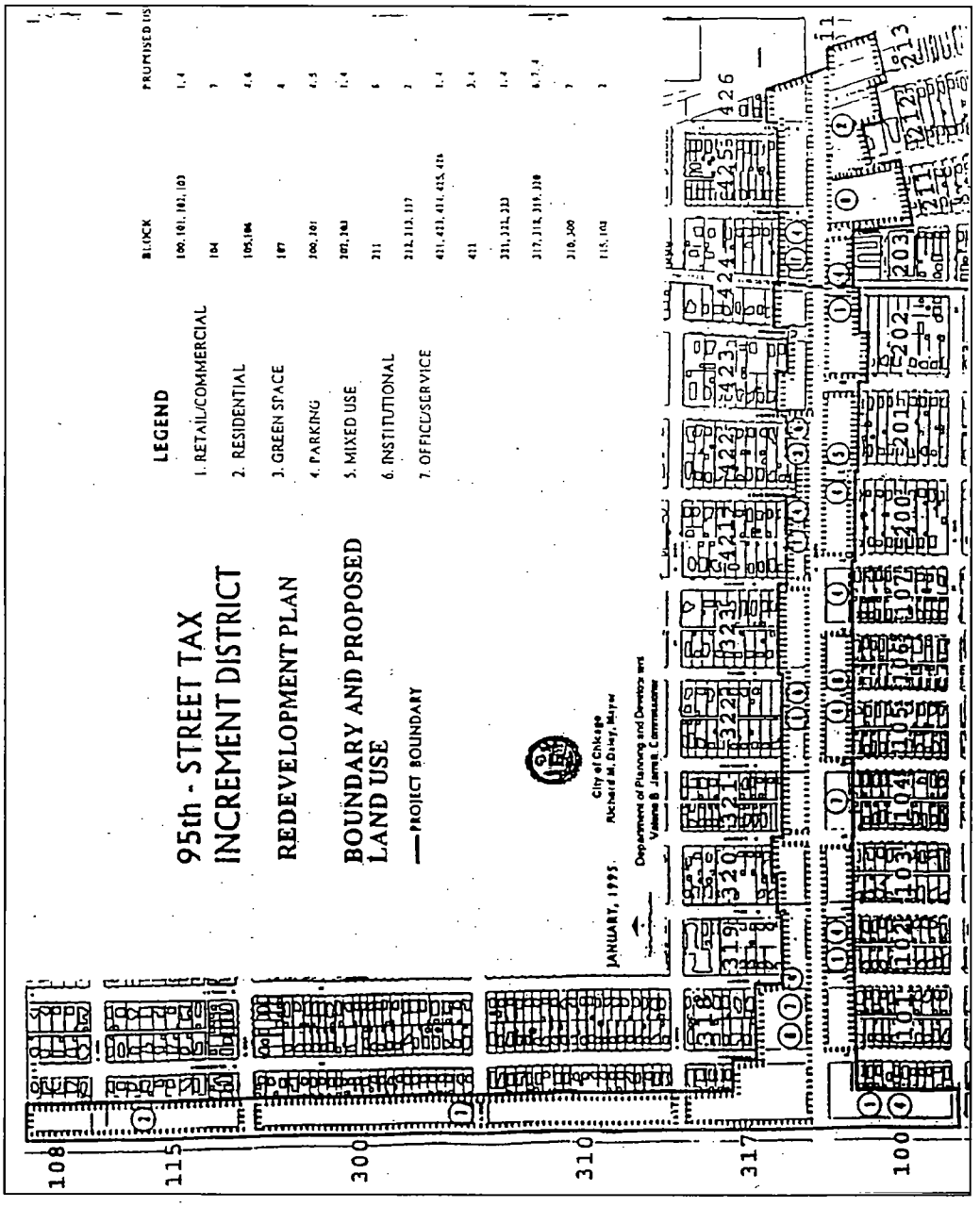
Appendix 3.
(To 95th/Western Redevelopment
Plan And Project)

Distribution Of Qualification Factors And Existing Land-Use.



Appendix 4.
(To 95th/Western Redevelopment Plan And Project)

Boundary And Proposed Land-Use Map.



REPEAL OF PRIOR ORDINANCE WHICH AUTHORIZED REDEVELOPMENT AGREEMENT WITH PLITT/ICE CHATHAM L.L.C., DESIGNATION OF 210 WEST 87TH (CHICAGO) THC, L.L.C. AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT FOR CONSTRUCTION OF MOVIE THEATER AT 210 WEST 87TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

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 210 West 87th (Chicago) THC, L.L.C., 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 December 18, 1986 and published at pages 38084 to 38087 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 "Chatham Ridge Plan and Project") for the Chatham Ridge Redevelopment Project Area (the "Chatham Ridge Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 18, 1986 and published at pages 38087 to 38088 of the *Journal* of such date, the Chatham Ridge Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 18, 1986 (the "Chatham Ridge T.I.F. Ordinance") and published at pages 38088 to 38090 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs, as defined in the Act, incurred pursuant to the Chatham Ridge Plan and Project (the "Chatham Ridge Redevelopment Project Costs") and directed that the allocation of ad valorem taxes arising from levies by taxing districts upon the taxable real property in the Chatham Ridge Area and tax rates be divided in accordance with the Act and as described in the Chatham Ridge T.I.F. Ordinance; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 20, 1998 and published at pages 68755 and 68757 to 68862 of the *Journal* of such date (the "1998 Authorizing Ordinance"), the City Council authorized the City to enter into a redevelopment agreement with Plitt/ICE Chatham, L.L.C., an Illinois limited liability company (the "Original Developer"), for the construction of an approximately sixty-three thousand two hundred fifty (63,250) square foot, fourteen (14) screen, approximately two thousand nine hundred thirty (2,930) seat capacity movie theater, with associated parking for approximately six hundred sixty-seven (667) cars (the "Project") located within the Chatham Ridge Area at 210 West 87th Street, Chicago, Illinois 60620 (the "Property"); and

WHEREAS, When the 1998 Authorizing Ordinance was adopted, Plitt Theatres, Inc. ("Plitt") and ICE Development, L.L.C. ("ICE") were the sole members of the Original Developer; and

WHEREAS, Plitt had prior to the adoption of the 1998 Authorizing Ordinance purchased the Property, the title to which was taken by LaSalle National Bank, N.A., as trustee under Trust Agreement dated May 8, 1997 and known as Trust Number 120994 ("LaSalle", with Plitt as the beneficiary; and

WHEREAS, Plitt caused LaSalle to enter into a ground lease (the "Ground Lease") of the Property with ICE, and ICE entered into an operating lease of the Property with Plitt (the "Operating Lease"); and

WHEREAS, The Original Developer commenced the Project on or about July 15, 1997 and completed it on or about May 1, 1998; and

WHEREAS, Prior to the execution of the redevelopment agreement authorized by the 1998 Authorzing Ordinance, Plitt was acquired by Loews Cineplex Entertainment Corporation ("Loews"), and Loews filed a Chapter 11 Bankruptcy on behalf of itself and Plitt on February 15, 2001 (the "Bankruptcy"); and

WHEREAS, As a result of the Bankruptcy, the Ground Lease and the Operating Lease were rejected by Plitt, and ICE took over management of the Property; and

WHEREAS, Plitt, LaSalle and ICE entered into a bankruptcy settlement agreement dated May 6, 2002 (the "Settlement Agreement"), which resulted in the transfer of the Property to ICE pursuant to a deed dated December 18, 2002 and recorded May 6, 2003 with the Recorder of Deeds of Cook County Illinois as Document Number 03-12641092; and

WHEREAS, As agreed and permitted under the Settlement Agreement, ICE and Plitt conveyed its interest in the Original Developer to ICE, and the Original Developer ceased to exist as a legal entity; and

WHEREAS, ICE transferred the Property to 210 W. 87th (Chicago) THC, L.L.C., an Illinois limited liability company (the ultimate successor in interest through various predecessors identified in this ordinance, is hereby referred to herein as the "New Owner"), pursuant to a deed dated May 31, 2007 and recorded June 4, 2007 with the Recorder of Deeds of Cook County Illinois as Document Number 07-15509069; and

WHEREAS, The New Owner is wholly owned and managed by 210 West 87th (Chicago) Joint Venture, L.L.C., an Illinois limited liability company (the "Joint Venture"), whose managing member is Inner City Retail, L.L.C., an Illinois limited liability company, which is solely owned by S.F. Holdings, L.L.C., an Illinois limited liability company ("S.F. Holdings"), and managed by Michael Silver, an individual ("Silver"); and

WHEREAS, S.F. Holdings is managed by Aaron Holdings, Inc., an Illinois privately held business corporation wholly owned by Silver, and which is wholly owned by Michael Silver Revocable Trust, 1996 Michael Silver Family Trust, and Silver Childrens Trust; and

WHEREAS, The other members of the Joint Venture are Starks Holdings L.L.C., an Illinois limited liability company (and solely owned by Donzell and Alisa Starks, individuals) and ICE Chatham, Inc., an Illinois privately held business corporation (solely owned by Silver); and

WHEREAS, ICE Development, L.L.C., which is solely owned by Donzell and Alisa Starks, operates the Project pursuant to an operating lease with the New Owner; and

WHEREAS, The Original Developer undertook the Project, and the New Owner continues to operate the Project, in accordance with the Chatham Ridge Plan and Project and pursuant to the terms and conditions of a new proposed redevelopment agreement to be executed by the New Owner and the City with certain terms and conditions different from the redevelopment agreement authorized by the 1998 Authorizing Ordinance; 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 1998 Authorizing Ordinance is hereby repealed.

SECTION 3. The New Owner is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 4. 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 between the New Owner and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "2008 Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the 2008 Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the 2008 Redevelopment Agreement.

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

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage.

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

Exhibit "A".
(To Ordinance)

Chatham Ridge Redevelopment Project Area
Redevelopment Agreement

By And Between

The City Of Chicago

And

210 West 87th (Chicago) THC, L.L.C.

This Chatham Ridge Redevelopment Project Area Redevelopment Agreement (this "Agreement") is made as of this __ day of _____, 2008, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and

Development ("D.P.D."), and 210 West 87th (Chicago) THC, L.L.C., an Illinois limited liability company (along with its predecessor entities identified below, unless the context dictates otherwise, collectively referred to herein as the "Developer").

Recitals.

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

B. Statutory Authority. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions 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 December 18, 1986: (1) "Approval of Tax Increment Redevelopment Plan and Redevelopment Project for the Chatham Ridge Redevelopment Project Area"; (2) "Designation of the Chatham Ridge Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "Adoption of Tax Increment Allocation Financing for the Chatham Ridge Redevelopment Project Area" (the "T.I.F. Adoption Ordinance"), (as amended from time to time, collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project. Plitt (defined below) purchased (the "Acquisition") certain property located within the Redevelopment Area approximately at 210 West 87th Street, Chicago, Illinois 60620 and legally described on (Sub)Exhibit B hereto (the "Property") the title to which was taken by LaSalle National Bank, N.A., as trustee under Trust Agreement dated May 8, 1997 and known as Trust Number 120994 ("LaSalle"), with Plitt as the beneficiary. Plitt caused LaSalle to enter into a ground lease (the "Ground Lease") of the Property with ICE and ICE entered into an operating lease (the "Operating Lease") of the Property with Plitt.

On May 20, 1998, the City Council enacted an ordinance (the "Prior Ordinance") which authorized the Plitt/ICE Chatham, L.L.C., an Illinois limited liability company since disbanded and whose sole members were Plitt and ICE (the "Original Developer"), to enter into a redevelopment agreement, however, the redevelopment agreement authorized under the Prior Ordinance was never executed by the City and the Original Developer.

The Original Developer commenced on or about July 15, 1997 and completed on or about May 1, 1998 the construction of an approximately sixty-three thousand two hundred fifty (63,250) square foot, fourteen (14) screen, approximately two thousand nine hundred thirty (2,930) seat capacity movie theater (the "Facility"), with associated parking for approximately six hundred sixty-seven (667) cars. The Facility and related improvements (including but not limited to those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit C are collectively referred to herein as the "Project".

Following completion of the Project, Plitt was acquired by Loews Cineplex Entertainment Corporation ("Loews"). Loews filed a Chapter 11 Bankruptcy on behalf of itself and Plitt on February 15, 2001 as a result of which the Ground Lease and the Operating Lease were rejected by Plitt, and ICE took over management of the Property. Thereafter, Plitt, LaSalle and ICE entered into a bankruptcy settlement agreement dated May 6, 2002 (the "Settlement Agreement"). Pursuant to the Settlement Agreement the Property was transferred to ICE by deed dated December 18, 2002 and recorded May 6, 2003 with the Recorder of Deeds of Cook County Illinois as Document Number 03-12641092. As agreed and permitted under the Settlement Agreement, ICE and Plitt conveyed its interest in the Original Developer to ICE, at which time the Original Developer ceased to exist as a legal entity.

On May 31, 2007, ICE sold all interests in the Property and Project to 210 West 87th (Chicago) THC, L.L.C., an Illinois limited liability company (the "New Owner"), and wholly owned by 210 West 87th (Chicago) Joint Venture, L.L.C., an Illinois limited liability company (the "Joint Venture"). The managing member of the Joint Venture is Inner City Retail, L.L.C., an Illinois limited liability company ("Inner City"), which is solely owned by S.F. Holdings, L.L.C., an Illinois limited liability company ("S.F. Holdings"), and managed by Michael Silver, an individual ("Silver"). S.F. Holdings is managed by Aaron Holdings, Inc., an Illinois privately held business corporation (solely owned by Silver), and is wholly owned by Michael Silver Revocable Trust, 1996 Michael Silver Family Trust, and Silver Childrens Trust. The other members of the Joint Venture are Starks Holdings L.L.C., an Illinois limited liability company (and solely owned by Donzell and Alisa Starks, individuals) and ICE Chatham, Inc., an Illinois privately held business corporation (solely owned by Silver). The transfer of the Property to the New Owner occurred pursuant to a deed dated May 31, 2007 and recorded June 4, 2007 with the Recorder of Deeds of Cook County, Illinois as Document Number 07-15509069.

E. Redevelopment Plan. The Project was carried out in accordance with this Agreement and the Redevelopment Plan for the Chatham Ridge Redevelopment Project Area (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, Available Incremental Taxes (as defined below) to reimburse the Developer for the costs of T.I.F.-Funded Improvements incurred by the Original Developer or its Affiliates pursuant to the terms and conditions of this Agreement.

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

"Affiliate" when used to indicate a past or current relationship with a specified person or entity that, directly or indirectly, through one 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.

"Applicable Base E.A.V" shall mean the equalized assessed valuation of the Property as determined pursuant to Section 4.07 hereof.

"Available Incremental Taxes" shall mean an amount equal to the positive difference, if any, of (a) the amount of Incremental Taxes attributable to the taxes levied on the Property remaining in the General Account of the Chatham Ridge T.I.F. Fund after payment of (i) all amounts required to be paid pursuant to the ordinance adopted by the City Council on November 4, 1987 authorizing the issuance of the T.I.F. Bonds and (ii) the City Fee pursuant to Section 4.05(b) over (b) the amount of Incremental Taxes deposited in the Chatham Ridge T.I.F. Fund attributable to the Applicable Base E.A.V.

"Certificate" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

"Chatham Ridge 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.

"City Fee" shall mean the fee described in Section 4.05(b) 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.

"Commissioner" shall mean the Commissioner of Planning and Development of the City.

"Construction Contract" shall mean that certain contract entered into between the Developer (or an Affiliate of the Developer) and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section, 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago (as defined below), including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560.

"Equity" shall mean funds of the Developer or its constituent members (other than funds derived from Lender Financing) irrevocably used for the Project, in the amount set forth in Section 4.01 hereof.

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

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean Walsh Construction.

"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.

"ICE" shall mean ICE Development L.L.C., an Illinois limited liability company.

"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 a special tax allocation fund, being the herein defined Chatham Ridge T.I.F. Fund, established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Jobs Readiness Program" shall have the meaning ascribed to such term in Section 4.06 hereof.

"Lender Financing" shall mean funds borrowed by the Developer or its constituent members from lenders 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.

"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 Bonds" shall have the meaning set forth 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.

"Plans and Specifications" shall mean construction documents containing the final site plan and final working drawings and specifications for the Project.

"Plitt" shall mean Plitt Theaters, Inc., a Delaware corporation.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit H, showing the total cost of the Project, furnished by the Developer to D.P.D., in accordance with Section 3.03 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 Plan or otherwise referenced in the 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 this Agreement.

"Scope Drawings" shall mean the final construction documents containing a site plan and final 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 Property acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on December 1, 2009, the date on which the Redevelopment Area is no longer in effect.

"T.I.F. Bonds" shall mean the City of Chicago Tax Increment Allocation Bonds (Chatham Ridge Redevelopment Project), Series 2002 issued by the City on September 24, 2002.

"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 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 Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

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

"W.B.E.(s)" shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

Section 3.

The Project.

3.01 The Project.

The Developer (or an Affiliate of the Developer) has pursuant to the Plans and Specifications (i) commenced construction on or about July 15, 1997 and (ii) completed construction and opened to conduct business operations on or about May 1, 1998.

3.02 Scope Drawings And Plans And Specifications.

Prior to the issuance of the Certificate hereunder, the Developer has delivered to D.P.D. a set of the Plans and Specifications for the Project or other documentation satisfactory to D.P.D., and all Scope Drawings or other documentation satisfactory to D.P.D.. The Developer represents that the Plans and Specifications for the Project and all Scope Drawings, or other such documentation which was submitted to D.P.D., conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer further represents that the Developer (or an Affiliate of the Developer) submitted all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as was 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 of Sixteen Million One Hundred Eighty-four Thousand Four Hundred Twenty Dollars ($16,184,420). The Developer has submitted to D.P.D. sufficient documentation confirming costs and expenses were actually incurred in the Construction of the Facility.

3.04 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.

3.05 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.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project was Sixteen Million One Hundred Eighty-four Thousand Four Hundred Twenty Dollars ($16,184,420). Such costs were funded from the following sources:

Equity	$ 2,394,132
Lender Financing	13,790,288
TOTAL:	$ 16,184,420

4.02 Developer Funds.

Equity and/or Lender Financing were 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 reimburse the Developer for costs of T.I.F.-Funded Improvements only 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 reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to the Developer hereunder prior to the issuance of the Certificate.

(b) Sources Of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 5 and Section 8.01(k) hereof, the City hereby agrees to reimburse the Developer as set forth in Section 4.03(c) hereof for the costs of the T.I.F.-Funded Improvements from Available Incremental Taxes deposited in the Chatham Ridge T.I.F. Fund (the "City Funds") in the total amount of Three Million Seven Hundred Fifty-one Thousand Fifty-eight Dollars ($3,751,058) less a City residency penalty in the amount of Nineteen Thousand Nine Hundred Twenty Dollars ($19,920) (the "City Residency Penalty") imposed on the Developer for its failure to meet its city residency goal. The City Residency Penalty was calculated based on a city residency goal that was calculated by D.P.D. based on an estimated project budget in the amount of Sixteen Million Five Hundred Fifty-five Thousand Two Hundred Eighty-eight Dollars ($16,555,288), as evidenced in the Prior Ordinance, and such city residency goal was not met by the Developer resulting in the City Residency Penalty; provided further, that the City Funds shall be available to pay costs related to T.I.F.-Funded Improvements only so long as:

(i) the amount of the Available Incremental Taxes deposited into the Chatham Ridge T.I.F. Fund shall be sufficient to pay for such costs; and

(ii) the Developer has delivered a Requisition Form to the City as provided in this Agreement; and

(iii) No Event of Default, or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred and has not been cured.

The Developer acknowledges and agrees that the City's obligation to reimburse costs related to T.I.F.-Funded Improvements is contingent upon the fulfillment of the conditions set forth in parts (i), (ii) and (iii) above. D.P.D. shall retain the right to approve or reject, in its reasonable discretion, the designation of any cost in the Project Budget or in any Requisition Form as (i) a T.I.F.-Funded Improvement or (ii) a part of the actual total Project costs; provided, that any determination by D.P.D. shall be made in a manner consistent with the Project Budget and the Act. The City has reviewed and approved the Project Budget.

(c) Payment Of City Funds. Subject to the terms and conditions of this Agreement, the City, upon receipt of a Requisition Form from the Developer, shall disburse City Funds in the amount of Three Million One Hundred Nine Thousand Two Hundred and Eighty-one and 68/100 Dollars ($3,109,281.68) at the Closing Date, which shall come from Available Incremental Taxes previously collected, and shall subsequently disburse to the Developer Three Hundred Ten Thousand Nine Hundred Twenty-eight and 16/100 Dollars ($310,928.16) on an annual basis, starting in the 2007/2008 assessment/collection year, and continuing thereafter until such time that the City has paid to the Developer the aggregate total amount of Three Million Seven Hundred Thirty-one Thousand One Hundred Thirty-eight Dollars ($3,731,138) (T.I.F. owed minus penalty), though not longer than 2009, as long as the amount of Available Incremental Taxes for such tax years exists to make such payments.

4.04 Requisition Form.

On or prior to each October 1 (or such other date as the parties may agree to), the Developer shall provide D.P.D. with a Requisition Form, along with the documentation described therein, in order to receive payment by the City by February 1st of each year in which the City disburses City Funds to the Developer.

4.05 Treatment Of Prior Expenditures And Subsequent Disbursements; City Fee.

(a) [Intentionally Deleted]

(b) City Fee. The City may allocate an amount not to exceed ten percent (10%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall not be deducted from or considered a part of the City Funds, and the Developer shall not be required to pay such fee. Such fee shall be disbursed from the Chatham Ridge T.I.F. Fund prior to the disbursement of City Funds to reimburse the Developer hereunder for T.I.F.-Funded Improvements.

4.06 Job Training.

On the Closing Date, the Developer will provide a contribution of Twenty-five Thousand Dollars ($25,000) toward programs provided by the Chicago Workforce Board, the check to be made payable to the "City of Chicago" and to be delivered to the City of Chicago's Department of Planning and Development, Development Support Services Division.

4.07 Applicable Base E.A.V.

The equalized assessed valuation of the Property as of January 1, 1996 (which was reflected on the final tax bills for such Property delivered in 1997 and reflected in the bills for the first estimated installment of taxes delivered on or about March 1, 1998) as determined pursuant to the Act was One Hundred Twenty Thousand Eight Hundred Sixty-three and 78/100 Dollars ($120,863.78).

Section 5.

Conditions Precedent.

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget.

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

5.02 Scope Drawings And Plans And Specifications.

The Developer certifies that the Project was built pursuant to the Scope Drawings and the Plans and Specifications approved by the lenders providing the Lender Financing and in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

The Developer certifies that prior to the construction of the Project, it received all necessary approvals and permits required by any state, federal or local statute, ordinance or regulation.

5.04 Financing.

The Developer shall have furnished evidence reasonably acceptable to D.P.D. of the Equity and Lender Financing in the amounts set forth in Section 4.01 hereof used to complete the Project and satisfy its obligations under this Agreement. The Developer shall have furnished a copy of the deed to the Property. The City acknowledges that the Project is complete and Developer has sufficient equity and lender financing to satisfy its obligations under this Agreement.

5.05 Title.

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 ICE as owner of the Property. The title report shall be dated as of the Closing Date and shall contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit G hereto. The Developer shall provide to D.P.D., prior to the Closing Date, documentation related to the ownership of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the title report.

5.06 Evidence Of Clean Title.

Not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the Developer's name as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys.

Not less than five (5) business days prior to the Closing Date, 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 Property in accordance with Section 12 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 12 hereof evidencing the required coverages shall have been delivered to D.P.D.

5.09 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel.

5.10

[Intentionally Deleted]

5.11 Financial Statements.

Not less than thirty (30) days prior to the Closing Date, Developer and/or ICE, as appropriate, shall have provided Financial Statements to D.P.D. for its most recent three (3) fiscal years, and audited or unaudited interim financial statements.

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.

5.13 Environmental.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided D.P.D. with copies of that certain phase I environmental audit completed with respect to the Property.

5.14 Corporate Documents.

The Developer shall have provided a copy of its Articles of Organization containing the

original certification of the Illinois Secretary of State; certificates of good standing from the Illinois Secretary of State 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; and such other corporate documentation as the City may request.

5.15 Litigation.

The Developer shall have provided to Corporation Counsel and D.P.D., at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by Insurance.

5.16 Preconditions Of Disbursement.

Prior to each disbursement of City Funds hereunder, the Developer shall submit to D.P.D. any such documentation D.P.D. may request, in form and content satisfactory to D.P.D. in its sole discretion. Delivery by the Developer to D.P.D. of any request of 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 representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(b) 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

(c) 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 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 T.I.F. Ordinances, this Agreement and/or the Escrow Agreement.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

Except as otherwise agreed to by D.P.D. in writing, prior to entering into an agreement with the General Contractor or any subcontractor for construction of the Project, the Developer

(or an Affiliate of the Developer) certifies that it solicited, or caused the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and submitted all bids received to D.P.D. for its inspection and written approval. The Developer (or an Affiliate of the Developer) submitted copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. The Developer (or an Affiliate of the Developer) certifies that it ensured that the General Contractor did not (and caused the General Contractor to have ensured that the subcontractors did not) begin work on the Project until all requisite permits had been obtained.

6.02 Construction Contract.

The Developer (or an Affiliate of the Developer) shall have delivered to D.P.D. a copy of the Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for D.P.D.'s prior written approval.

6.03 Performance And Payment Bonds.

Prior to commencement of construction for any work for the Project relating to construction in the public way, the Developer (or an Affiliate of the Developer) certifies that it required that the General Contractor be 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. The City shall have been named as obligee or co-obligee on such bond.

6.04 Employment Opportunity.

The Developer (or an Affiliate of the Developer) shall have contractually obligated and caused 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 have contained 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 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered into in connection with the T.I.F.-Funded Improvements shall have been provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Construction.

7.01 Certificate Of Completion.

On the Closing Date, D.P.D. shall have issued to the Developer a Certificate in recordable form certifying that the Developer had fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the construction of the Project. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein continued 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 have been 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 8.01(d), 8.02, 8.07 and 8.20 as covenants that run with the land and the improvements thereon 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 have been binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, had contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03

[Intentionally Deleted.]

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, as of the date of this Agreement and as of the date of the disbursement of City Funds hereunder, that:

(a) the Developer 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) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization 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 pursuant to the terms of this Agreement, Developer shall maintain good, indefeasible and merchantable fee simple title to the Property. ICE may transfer all or a portion of the Property (or any interest therein) during the term of this Agreement only with the prior written consent of the City;

(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 or, to the best of the Developer's knowledge, threatened, or affecting the Developer which would impair its ability to perform under this Agreement;

(g) 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;

(h) the Developer is not in material default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

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

(j) the sole member of the New Owner is the Joint Venture, and, without the prior written consent of D.P.D. (not to be unreasonably withheld), the Joint Venture hereby agrees not to transfer all or any portion of their respective membership interests in the New Owner;

(k) ICE shall remain current in its obligations under that certain settlement order dated June 3, 2005 (the "Settlement Order") by the Illinois Department of Revenue, Board of Appeals and provide evidence of such compliance to D.P.D., deemed acceptable to D.P.D. in its sole discretion, prior to each payment of City Funds to the Developer; and

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

8.02 Covenant To Redevelop.

The Developer represents that it redeveloped the Property in accordance with 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 the improvements thereon and be binding upon any transferee.

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 City agrees that it shall not issue any other bonds which in anyway rely on the use of Available Incremental Taxes (the "Other Bonds") for so long as the City is obligated hereunder to reimburse the Developer for the T.I.F.-Funded Improvements (or any portion thereof) unless a portion of the proceeds of the Other Bonds are used to fully reimburse the Developer for all amounts then due and owing to the Developer hereunder.

8.06 Job Training.

The Developer hereby agrees to use its best efforts to participate in any job training program established by the City pursuant to Section 4.06 hereof.

8.07 Job Creation And Retention; Use Of The Facility; Covenant To Remain In The City.

As of the Closing Date, not less than six (6) full-time and thirty-five (35) part-time permanent jobs shall exist at the Facility, and such jobs shall be retained at the Facility through the Term of the Agreement. "Full-time" employees shall be defined as all employees working greater than twenty-five (25) hours in a workweek. Unless otherwise agreed to by D.P.D., all theaters at the Facility shall show only high-quality motion pictures, at least sixty percent (60%) of which at all times shall be first-run movies, that are rated by the United States motion picture industry, and are similar in content to movies shown and rated within the Chicago metropolitan area. On or prior to the Closing Date, the Developer shall provide to D.P.D. a list of the names of the movies shown at the Facility during the year 2007, and, on an annual basis, a list of the names of the movies shown at the Facility during the preceding calendar year. Upon seeking D.P.D.'s consent to a different use for the Facility other than as described above, the Developer shall provide a rationale for such change, and such consent of D.P.D. shall be in D.P.D.'s sole discretion. The Developer hereby covenants and agrees to maintain its operations within the City of Chicago through December 31, 2009; provided, if the Developer closes the Facility and ceases to maintain the operations of the movie theater at any time after the Closing Date, then the City's obligations to disburse any City Funds pursuant to this Agreement will cease immediately upon such closure with no notice by the City required or cure period allowable. Furthermore, if the Developer closes the Facility and ceases to maintain the operations of the movie theater prior to December 31, 2009, then the Developer shall pay back to the City within thirty (30) days of the date the theater closed all City Funds the City will have disbursed to the Developer pursuant to this Agreement. The Developer hereby agrees that, without the prior written consent of D.P.D., the Facility shall not be subdivided or be used for any other use other than as described above. D.P.D. may also suspend reimbursement of City Funds if any of the following events occur: (i) the sale by Developer of the Property or a transfer of any interest of the Developer in the Property or the Facility (except as permitted pursuant to Section 8.01(d) hereof); (ii) the destruction of the Facility such that the Facility can no longer be used as contemplated by this Agreement, and

in which case the Facility shall be rebuilt and in use as contemplated by this Agreement by the Developer within a period of two (2) years and payment of City Funds to the Developer shall be suspended during that period of two (2) years unless such destruction occurred under circumstances such as those described in Section 18.17; or (iii) upon the condemnation of the Property or the Facility if, pursuant to such condemnation, the Property or the Facility is rendered unusable. The covenants set forth in this section shall run with the land and the improvements thereon and be binding upon any transferee of the Developer.

8.08 Employment Opportunity.

The Developer covenants and agrees to abide by the terms set forth in Section 10 hereof.

8.09 Employment Profile.

The Developer shall submit, to D.P.D., on or before January 1 of each year (or as D.P.D. may otherwise request), statements of its employment profile, including the number of jobs created and retained at the Facility.

8.10 Prevailing Wage.

The Developer represents that it or its Affiliate was contractually obligated and caused 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 listed 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. Upon the City's request, the Developer (or an Affiliate of the Developer) shall provide the City with copies of all such contracts entered into by the Developer (or an Affiliate of the Developer) or the General Contractor to evidence compliance with this Section 8.09.

8.11 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, or except with respect to the transactions set forth on (Sub)Exhibit M hereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement.

8.12 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 (or an Affiliate of the Developer) with respect thereto, owns or controls, has owned or controlled or will own or control any interest, direct or indirect, in the Developer's (or an Affiliate of the Developer) business, the Property or any other property in the Redevelopment Area.

8.13 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.

8.14 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for each fiscal year of the Developer after the Closing Date 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.

8.15 Insurance.

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

8.16 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 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) 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.

8.17 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions 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.

8.18 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project were 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, including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560, whether or not in the performance of this Agreement. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.19 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. 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.

8.20 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. Until a Certificate has been issued, the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment. "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. [Intentionally Deleted]

(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 for any year that the Redevelopment Plan is in effect.

(iv) No Objections. [Intentionally deleted]

(v) Covenants Running With The Land. The parties agree that the restrictions contained in this Section 8.20 are covenants running with the land and the improvements thereon 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 upon the earlier of (A) December 31, 2009 or (B) when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.20(c) and Section 8.20(d) 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 8.20(c) and Section 8.20(d).

8.21 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) 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 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 occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment

based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

(e) Each Employer included the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and required 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 (or an Affiliate of the Developer) for itself and its successors and assigns, complied and contractually obligated its General Contractor and caused the General Contractor to contractually obligate its subcontractors, as applicable, during the construction of the Project to comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 292-330 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 (or an Affiliate of the Developer), its General Contractor and each subcontractor made good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer (or an Affiliate of the Developer) may have requested 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 (or an Affiliate of the Developer), the General Contractor and each subcontractor shall have provided for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall have maintained 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) were submitted to the Commissioner of D.P.D. in triplicate, which identified 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 was written in after the employee's name.

The Developer (or an Affiliate of 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 (or an Affiliate of 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 the execution of this Agreement.

Good faith efforts on the part of the Developer (or an Affiliate 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 have sufficed to replace the actual, verified

achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

In the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 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 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 (or an Affiliate of the Developer) caused or required 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 certifies that if it was necessary to meet the requirements set forth herein, the Developer (or an Affiliate of the Developer) contractually obligated the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, pursuant to the M.B.E./W.B.E. Program municipal code provisions in effect at the time the Project was constructed 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 total Project Budget as estimated in the Prior Ordinance (less the acquisition price of the Property or any portion thereof, if any) shall be expended for contract participation by M.B.E.s or W.B.E.s:

(i) at least twenty-five percent (25%) by M.B.E.s.

(ii) at least five percent (5%) by W.B.E.s.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer (or an Affiliate of 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 (or an Affiliate of the Developer) utilizing a M.B.E. or a W.B.E. as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

(d) The Developer (or an Affiliate of the Developer) delivered quarterly reports to D.P.D. during the construction portion of the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports included inter alia the name and business address of each M.B.E. and W.B.E. solicited by the Developer (or an Affiliate of the Developer) or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service; and such other information as may assist D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. shall have access to the Developer's (or an Affiliate of the Developer) books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this

Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

Section 11.

Environmental Matters.

(a) The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project was constructed, completed and is operated in accordance with all Environmental Laws and this Agreement and all exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

(b) Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property, or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

Section 12.

Insurance.

The Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, at all times throughout the Term of this Agreement (and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement:

(a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all

employees who are to provide a service under or in connection with this Agreement, and employer's liability coverage, with limits of not less than One Hundred Thousand and no/100 Dollars ($100,000.00) for each accident or illness.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, independent contractors, cross liability, personal injury with no exclusion pertaining to contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(c) Other Provisions.

(i) Delivery of certificates to City: at least five (5) business days prior to the Closing Date (unless otherwise specified) the Developer shall furnish the following certificates to D.P.D. at City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602:

-- Original certificates of insurance evidencing the required coverage, showing the City as a certificate holder and, if applicable, loss payee or additional insured, to be in force on the date of execution of this Agreement, and renewal certificates of insurance or other evidence of renewal, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. Each certificate of insurance shall provide that the City is to be given sixty (60) days prior written notice in the event coverage is substantially changed, canceled or not renewed; and

-- Original City of Chicago Insurance Certificate of Coverage Form (blank form to be obtained from D.P.D.).

The receipt of the required certificates by D.P.D. does not constitute an agreement by the City that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificates are in compliance with all requirements hereunder. The failure of the City to receive such certificates or to receive certificates that fully conform to the requirements of this Agreement shall not be deemed to be a waiver by the City of any of the insurance requirements set forth herein.

(ii) Receipt by the Developer of policies or certificates: The Developer shall advise all insurers of the insurance requirements set forth in this Agreement, and the receipt by the Developer of policies or certificates that do not conform to these requirements shall not relieve the Developer of its obligation to provide the insurance as set forth in this Agreement or required by law. Failure to comply with the insurance provisions of this Agreement constitutes an Event of Default hereunder, and the City is entitled to exercise all remedies with respect thereto. The Developer expressly understands and agrees that any coverages and limits furnished by Developer shall in no way limit the Developer's liability and responsibilities specified within this Agreement or as required by law.

(iii) [Intentionally Deleted]

(iv) The limitations set forth in the indemnification provisions in Section 13 hereof, or any limitations on indemnities that may apply as a matter of law, shall in no way limit, reduce or otherwise affect the amounts or types of insurance required under this Agreement.

(v) The Developer and not the City is responsible for meeting all of the insurance requirements under this Agreement and for the Project. Any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance required to be provided by the Developer under this Agreement.

Any and all deductibles or self-insured retentions on the required insurance coverages shall be borne by the Developer who is the insured under such policy, and shall not be borne by the City.

If the Developer desires additional coverage, higher limits of liability or other modifications for its own protection, such person or entity shall be responsible for the acquisition and cost of such additional protection.

(vi) The City of Chicago Risk Management Department maintains the right to alter or change the insurance requirements set forth in this Agreement so long as such action does not, without the Developer's prior written consent, increase such 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, 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 during normal business hours for the Term of the Agreement.

Section 15.

Default And Remedies.

15.01 Events Of Default.

The occurrence of anyone 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 (i) this Agreement or (ii) any related agreement, if such failure with respect to any related agreement materially adversely affects Developer's ability to perform its obligations under this Agreement;

(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, financial or otherwise;

(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;

(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); or

(k) the failure to remain current in its obligations under Settlement Order and to provide evidence of such compliance to D.P.D. prior to each payment of City Funds to the Developer.

For purposes of Section 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-three percent (33%) of the Developer's membership interests.

15.02 Remedies.

Upon the occurrence of an Event of Default, in addition to all other rights and remedies contained in this Agreement, including those specifically set forth in Section 18.18, the City may terminate this Agreement and all related agreements, and, subject to the provisions of Section 8.07 hereof, may suspend disbursement of City Funds or require the Developer to reimburse City Funds to the City already disbursed to the Developer. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer 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, 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; provided, further, that there shall be no cure period under this Section 15.03 with respect to the Developer's failure to comply with the operation requirements of Section 8.06 hereof.

Section 16.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". Any 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 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 mortgage or deed of trust (other than 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 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 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. 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 have been 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, 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:

210 West 87th (Chicago) THC, L.L.C.
6823 South Euclid Avenue
Chicago, Illinois 60649
Attention: Mr. Donzell Starks

with copies to:

Donzell and Alisa Starks
6823 South Euclid Avenue
Chicago, Illinois 60649

Neal & Leroy, L.L.C.
203 North LaSalle Street, Suite 2300
Chicago, Illinois 60601
Attention: Langdon D. Neal, Esq.

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 without the prior written consent of the City and the Developer.

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 or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer.

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

18.08 Headings.

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

18.09 Counterparts.

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

18.10 Severability.

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

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content 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.

Prior to any sale, assignment or other transfer of its interest in this Agreement, the Developer shall obtain from any successor in interest to the Developer under this Agreement a certification in writing to the City, of such successor's agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.21 (Real Estate Provisions) and 8.22 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment to 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).

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. Notice of such delay for any such reason shall be given by the party seeking to excuse its performance by virtue thereof to the other party within twenty (20) days of commencement of such delay, and excuse from performance of obligations shall be limited to the actual number of days involved in such delay.

18.18 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 reimbursement obligations of the City set forth herein.

18.19 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

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.

Developer:

210 West 87th Street (Chicago) THC, L.L.C.,
an Illinois limited liability company

By: 210 West 87th (Chicago) Joint Venture,
L.L.C., an Illinois limited liability
company, its Manager

By: Inner City Retail, L.L.C.,
an Illinois limited liability company,
its Manager

By: _____
Michael Silver, Manager

and

Joinder:

210 West 87th (Chicago) Joint Venture, L.L.C., an Illinois limited liability company

By: _____

and

ICE Development, L.L.C.,
an Illinois limited liability company

By: _____
Donzell Starks

Its: Manager

City:

City of Chicago

By: _____
Arnold L. Randall, Commissioner,
Department of Planning
and Development

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, on behalf of, and as manager of _____, personally known to me to be members of _____ and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, as their 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 _____, 2008.

_____
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 Arnold L. Randall, 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 signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his 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 _____, 2008.

_____
Notary Public

My commission expires: _____.

[(Sub)Exhibits "B", "D", "E", "F", "I", "K" and "N" not referenced in this Chatham Ridge Redevelopment Project Area Redevelopment Agreement.]

(Sub)Exhibits "A", "C", "G", "H", "J", "L" and "M" referred to in this Chatham Ridge Redevelopment Project Area Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Chatham Ridge Redevelopment Project Area
Redevelopment Agreement)

Redevelopment Area.

Parcel I:

That part of the south 35.00 acres (except the east 304 feet as measured at right angles to the east line thereof) of the east half of the southeast quarter of Section 33, Township 38 North, Range14 East of the Third Principle Meridian in Cook County, Illinois, lying south of the following described line:

commencing at a point in the east line of the aforesaid southeast quarter that is 629.10 feet north of the southeast corner of the aforesaid Section 33; thence west in a line parallel to the south line of the aforesaid southeast quarter (being the north line of the south 300 feet of the north 25.00 acres of the said south 35 acres) to a point that is 450.00 feet east of the west line of the aforesaid east half of the southeast quarter; thence north on a line at a right angle to the last described line a distance of 51.5 feet; thence west on a line at a right angle to the last described line and parallel to the south line of the aforesaid southeast quarter a distance of 450.00 feet more or less to the west line of the east half of the southeast quarter of said Section 33, including that part falling in West 87th Street.

Parcel II:

That part of the northeast quarter and the east half of the northwest quarter of Section 4, Township 37 North, Range 14 East of the Third Principle Meridian in Cook County, Illinois lying northerly of the southerly line, and said southerly line extended, of West 87th Street, west of a line 304 feet (measured at right angles thereto) west of the east line of said northeast quarter section and east of the west line of Parnell Avenue.

Parcel III:

That part of the west half of the southeast quarter of Section 33, Township 38 North, Range 14 East of the Third Principle Meridian, in Cook County, Illinois lying south of the south line, and said south line extended west, of Lots 4 and 14 in Seymour Estate Subdivision (a subdivision of the west half of the said southeast quarter) and including 87th Street and Holland Road falling within, excepting therefrom that portion of the above described land lying south and adjoining Lots 4 and 14 in said Seymour Estate Subdivision bounded as follows:

commencing on a point on the center line of South Stewart Avenue extended southerly, which point is also on the southerly line of said Lot 4, extended westerly; thence easterly along said extended line and the southerly lines of said Lots 4 and 14, 815 feet, more or

less; thence southerly at right angles to the last described line 125 feet, more or less; thence westerly on a line parallel to the southerly line of said Lots 4 and 14, a distance of 500 feet; thence southerly on a line at right angles to the last described line, a distance of 625.00 feet; thence westerly on a line parallel to the southerly line of said Lots 4 and 14, 312.50 feet more or less to a point on the easterly boundary line of the C&W.I. Railroad right-of-way; thence northwesterly along said line until intersecting with the line of the centerline of South Stewart Avenue extended southerly; thence northerly until reaching the point of beginning.

Parcel IV:

That part of the east half of the west half of Section 33, Township 38 North, Range 14 East of the Third Principle Meridian in Cook County, Illinois lying southwesterly of the northerly line of 83rd Street, and said northerly line extended northwesterly to the westerly line of Vincennes Avenue and southeasterly of the westerly line of Vincennes Avenue, (excepting thereof those parts falling in Blocks 1 and 3 of William O. Cole's South Englewood Park Subdivision, a subdivision of that part of South Englewood known on the original plat as Steven A. Newman's private grounds in the east half of the southwest quarter of said section recorded September 11, 1873, Book 5, Page 99 and Block 17 of the plat of part of South Englewood, a subdivision of that portion of said section, which lies west and southwest of Holland Settlement Road and south and southeast of Vincennes Avenue and east of the centerline of the C.R.I. & P.R.R. recorded January 16, 1873, Book 3, Page 80, and those parts of 85th Street, 86th Street and 87th Street which lie west of the west line, and said west line extended, of Parnell Avenue), including those parts falling in 83rd Street, 84th Street, 87th Street and Vincennes Avenue, and including all those other streets and alleys, dedicated or otherwise, falling within said land or which may revert to the public in the future; but excepting therefrom the parcel of land bounded as follows: by the easterly boundary line of the C&W.I. Railroad right-of-way, the northerly line of South Vincennes Avenue, the northerly line of West 83rd Street and the westerly line of South Stewart Avenue, (consisting of approximately 8.2206 acres, more less).

(Sub)Exhibit "C".
(To Chatham Ridge Redevelopment Project Area Redevelopment Agreement)

T.I.F.-Funded Improvements.

Item	Total Costs	T.I.F. Eligible Portion Of Total Costs
Property Assembly Cost		$2,515,000
Land Acquisition	$2,515,000	

Item	Total Costs	T.I.F. Eligible Portion Of Total Costs
Site Preparation and Site Improvement		$2,325,856
Excavation	$ 911,459	
Site Concrete	89,510	
Site Utilities	1,091,890	
Site Fencing	72,300	
Landscaping	87,009	
Security	73,688	
Cost of studies, surveys, plan development and specifications		1,099,673
Survey and Layout	42,200	
General Conditions/Fees/ Insurance/Surveys	1,057,473	
Implementation And Administration of Redevelopment Plans		1,703,746
Minority Consultant	56,848	
Project Management	311,117	
Planning Consultants (architectural, engineering, et cetera)	455,726	
Legal Fees	177,479	
Financing (legal fees, loan commitment fee, interest)	559,626	
Other Soft Costs	142,950	
TOTAL T.I.F. ELIGIBLE COST:		$7,644,275

(Sub)Exhibit "G".
(To Chatham Ridge Redevelopment Project Area 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. All mortgages or deeds of trust with respect to the Property that the Developer may elect to execute and record or permit to be recorded against the Property or any portion thereof after the date of the issuance of the Certificate, if the mortgagee accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof.

3. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

   None.

(Sub)Exhibit "H".
(To Chatham Ridge Redevelopment Project Area Redevelopment Agreement)

Project Budget.

Item	Total Costs
Property Assembly Costs	
Land Acquisition	$2,515,000

Item	Total Costs
Site Preparation And Site Improvements	
Excavation	$ 911,459
Site Concrete	89,510
Site Utilities	1,091,890
Site Fencing	72,300
Landscaping	87,009
Security	73,688
Construction	
Cast-in-place Concrete	621,842
Precast Concrete	843,063
Structural Steel	556,377
Rough Carpentry	254,599
Millwork	47,014
Roofing	239,404
Caulking	0
Metal Panels	46,710
Fireproofing	24,520
Doors and Hardware	75,988
Storefront and Glazing	95,080
Drywall/Acoustical	1,084,781
Carpet and Floor Tile	39,368
Painting	140,953
Toilet Partitions	16,656

Item	Total Costs
Signage	$ 8,630
Pneumatic Tube System	15,450
Plumbing	210,576
H.V.A.C.	610,288
Fire Protection System	171,113
Electrical	1,423,051
Cost Of Studies, Surveys, Plan Development And Specifications	
Survey and Layout	42,200
General Conditions/Fees/Insurance/Surveys	1,057,473
Implementation And Administration Of Redevelopment Plans	
Minority Consultant	56,848
Project Management	311,117
Planning Consultants (architectural, engineering, et cetera)	455,726
Legal Fees	177,479
Financing (legal fees, loan commitment fee, interest)	559,626
Other Soft Costs	142,950
Furniture, Fixtures and Equipment	1,368,200
Exterior Pylon Signs	169,710
TOTAL:	$16,184,420

(Sub)Exhibit "J".
(To Chatham Ridge Redevelopment Project Area Redevelopment Agreement)

Opinion Of Developer's Counsel.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to 210 W. 87th (Chicago) THC, L.L.C., an Illinois limited liability company (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Chatham Ridge 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) Chatham Ridge Project Area Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

(b) [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

(c) 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; 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, 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 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 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 in favor of [Lender].

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 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 Chatham Ridge Redevelopment Project Area Redevelopment Agreement)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____of Plitt/ICE Chatham, L.L.C., an Illinois limited liability company (the "Developer"), being duly sworn on oath deposes and says that the Developer is the owner of the Property as defined in that certain Chatham Ridge Redevelopment Project Area Redevelopment Agreement between the Developer and the City of Chicago dated _____, 2008 (the "Agreement") and that:

A. This paragraph A sets forth and is a true and complete statement of all expenditures for the Project to date:

Item	Total Costs
Property Assembly Costs	
Land Acquisition	$ 2,515,000

Item	Total Costs
Site Preparation And Site Improvements	
Excavation	$ 911,459
Site Concrete	89,510
Site Utilities	1,091,890
Site Fencing	72,300
Landscaping	87,009
Security	73,688
Construction	
Cast-in-place Concrete	621,842
Precast Concrete	843,063
Structural Steel	556,377
Rough Carpentry	254,599
Millwork	47,014
Roofing	239,404
Caulking	0
Metal Panels	46,710
Fireproofing	24,520
Doors and Hardware	75,988
Storefront and Glazing	95,080
Drywall/Acoustical	1,084,781
Carpet and Floor Tile	139,368
Painting	140,953
Toilet Partitions	16,656
Signage	8,630
Pneumatic Tube System	15,450
Plumbing	210,576

Item	Total Costs
H.V.A.C.	$ 610,288
Fire Protection System	171,113
Electrical	1,423,051
Cost Of Studies, Surveys, Plan Development And Specifications	
Survey and Layout	42,200
General Conditions/Fees/Insurance/Surveys	1,057,473
Implementation And Administration Of Redevelopment Plans	
Minority Consultant	56,848
Project Management	311,117
Planning Consultants (architectural, engineering, et cetera)	455,726
Legal Fees	177,479
Financing (legal fees, loan commitment fee, interest)	559,626
Other Soft costs	142,950
Furniture, Fixtures And Equipment	1,368,200
Exterior Pylon Signs	169,710
TOTAL:	$16,184,420

B. The Developer requests reimbursement for the following Cost of T.I.F.-Funded Improvements:

[To Be Inserted]

C. Attached are the following documents:

1. a certification as to the status of job creation and a list of the names of the movies shown at the Facility during the year 200_ in accordance with Section 8.06 of the Agreement; and

2. all reports detailing compliance with Section 10.03 of the Agreement.

D. 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

2. 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.

3. 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.

4. The Developer has not closed the Facility and currently maintains the operations of the movie theater.

5. The Developer is current in its obligations under the "Settlement Order" and has provided evidence of such compliance to D.P.D., deemed acceptable to D.P.D. in its sole discretion.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

210 West 87th (Chicago) THC, L.L.C.,
an Illinois limited liability company

By: _____
Name

Title: _____

Subscribed and sworn before
me this __ day of_____2008.

_____

My commission expires: _____

Agreed and accepted:

_____
Name

Title: _____

City of Chicago
Department of Planning and Development

(Sub)Exhibit "M".
(To Chatham Ridge Redevelopment Project Area Redevelopment Agreement.)

Related Transactions.

None.

AUTHORIZATION FOR REESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 10, IMPOSITION OF TAX LEVY AND EXECUTION OF SERVICE PROVIDER AGREEMENT.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of a service provider agreement for Special Service Area Number 10, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

WHEREAS, On September 13, 1989, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on November 15, 1995 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 10 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 47th Street from the Conrail Railroad tracks on the west (2200 West) to Loomis Avenue on the east and on Ashland Avenue from the Conrail Railroad tracks on the north (4000 South) to 49th Street on the south; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the Area, private security services, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, On November 7, 2007, the City Council approved the levy and collection of the Services Tax for tax year 2007 (the "2007 Levy Ordinance"); and

WHEREAS, The 2007 Levy Ordinance anticipated that the City Council would be provided with a recommendation for a service provider and a service provider agreement for expenditure of the Services Tax levied and collected in accordance with the 2007 Levy Ordinance for the provision of the Special Services during fiscal year 2008; and

WHEREAS, Notwithstanding any provision of this or any other ordinance (including but not limited to the Establishment Ordinance) to the contrary, the Department of Planning and Development ("D.P.D.") has prepared and transmitted to the City Council its recommendations for an agreement with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, as service provider (the "Service Provider"), the terms and conditions of which provide for the expenditure of the Services Tax in fiscal year 2008 for the provision of the Special Services, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary or advisable to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement, and/or in connection with the provision of Special Services in the Area.

SECTION 3. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 5. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

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

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area Number 10

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Back Of The Yards Neighborhoods Council

Effective _____, 2008 Through December 31, 2008.

This Agreement for the management of Special Service Area Number 10 is entered into on_____, 2008 by and between the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 10" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 1.90% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2007, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2008 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on_____, 2008, and continuing until December 31, 2008, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Planning and Development.

"**Establishment Ordinance**" means, the ordinance enacted by City Council on September 13, 1989, as amended on November 15, 1995, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, if any, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the SSAC in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the Scope of Services for that year.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all

times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans' Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code §750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if wishes, revise the insurance required herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act 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 Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 9 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 9 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees, and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 7 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of _____, 2008 ("Effective Date") and shall continue through December 31, 2008, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between_____, 2008 and December 31, 2008 is the sum of (a) $434,558 or the total amount of Service Tax Funds actually collected for tax year 2007, whichever is less; and (b) the total amount of Surplus Funds in the amount of $15,660 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; the maximum compensation that the Contractor may be paid under this Agreement between _____, 2008 and December 31, 2008, therefore, shall not exceed $450,218.

For each subsequent year of this Agreement, if any, the maximum compensation that the Contractor may be paid under this Agreement is the amount set forth in the Budget for that year, pursuant to Section 5.02 and 8.03, or the amount of Service Tax funds actually collected for the preceding tax year, whichever is less; provided that the maximum amount of compensation for such year of this Agreement may also include the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2008, attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2008 may not exceed $450,218, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year of this Agreement, if any, and subject to the provisions of Section 3.01, a Budget for that year shall be incorporated into this Agreement by written amendment pursuant to Section 8.03.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES. The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute

and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. 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. "Affiliate of Contractor"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of the City of Chicago.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS), which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, 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 official has a business relationship, 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. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **"business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2007, the Base Wage is $10.33, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 3, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the

Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall

promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The form of this affidavit is attached as Exhibit 8 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor 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 ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor 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 fundraising committee.

Contractor 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 fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor 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.

"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 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.

2. The partners have common or joint ownership of a residence.
3. The partners have at least two 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 fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Special Service Area #10 Commission
1751 W. 47th Street
Chicago, Illinois 60609

Department of Planning and Development
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to:

Department of Law
Room 600, City Hall

121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: Back of the Yards Neighborhood Council
1751 W. 47th Street
Chicago, Illinois 60609
Attention: Craig Chico, President/CEO

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____
SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Planning and Development

CONTRACTOR

By:_____

Its: _____

Attested By:_____

Its: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____ _____(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of ____ _____(name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 10 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area Number 10)

2008 Special Service Area Number 10.

Back Of The Yards Scope Of Services.

Objectives	Outputs/Programs	Quantified Deliverables
Maintenance	Street sweeping and removal of trash.	Three (3) men will be working from 8:00 A.M. to 2:00 P.M. sweeping the streets and one (1) man cleaning the streets and curbs with a street sweeper.
	Maintain and empty garbage cans along the retail strip.	
Safety	Security Patrol	Two (2) Foot Patrol Monday through Saturday.
Shuttle Bus Service	Door to Door Bus Service to Senior Citizens	Provide a full-time driver with a (CDL) Drivers License.
Promotions	Advertisement	Organize weekly and monthly advertisement in local newspaper and newsletters.
	Seasonal Promotions	Valentine's Day, Easter, Mother's Day, Father's Day, Halloween, Thanksgiving and Christmas.
	Festival	Two (2) day free festival to the community
Beautification	Holiday and Seasonal decorations	Purchase/install sixty-five (65) banners at the beginning of the year, and install sixty-five (65) holiday banners during Christmas.

Objectives	Outputs/Programs	Quantified Deliverables
Efficient and Quality Special Services Area Management	Compensation for time allocation to provision of Special Service administrative services by service provider. Service provider office space devoted to Special Service Area services	Compensation for service provider staff person's wages/ benefits. Compensation for service provider office space expenses.
		Delivery of Special Service Area, including management packets and reports to Alderman and D.P.D.

(Sub)Exhibit 2.
(To Service Provider Agreement For Special Service Area Number 10)

Schedule C.

2008 Special Service Area Budget Summary.

Department Of Planning And Development.

Special Service Area Number And Name: Special Service Area Number 10 -- Back of the Yards

Special Service Area Chairperson: _____

Service Provider: Back of the Yards Neighborhood Council

Special Service Area Program Manager: _____

Budget Period: January 1, 2008 to December 31, 2008

	2007 Levy	+	Carryover	=	2008 Budget
Service					
Advertising and Promotion	$137,481		$ --		$137,481

	2007 Levy	+	Carryover	=	2008 Budget
Service					
Public Way Maintenance	$ 57,392		$ 7,200		$ 64,592
Public Way Aesthetics	8,500		--		8,500
Tenant Retention/ Attraction	--		--		--
Facade Improvements	--		--		--
Parking/Transit/ Accessibility	66,715		500		67,215
Safety Programs	64,524		--		64,524
District Planning	--		--		--
Total Services:	$334,612		$7,700		$342,312
Administration	$ 83,765		$7,960		$ 91,725
Loss Collection 3.7%	16,181		--		16,181
Grand Total:	$434,558	+	$15,660	=	$450,218
Administration/Total Budget Ratio					20.4%

D.P.D. Use Only	
Estimated 2006 E.A.V.	$24,086,455
Authorized Tax Rate Cap	1.900%
Estimated Tax Rate for 2007 Levy	1.804%
Estimated 2007 Levy	$ 434,558

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area Number 10)

City Of Chicago

Economic Disclosure Statements And Affidavit.

Section I.

General Information.

A. Legal name of Disclosing Party submitting this E.D.S.. Include doing business as if applicable: Back of the Yards Neighborhood Council

Check one of the following three boxes:

Indicate whether Disclosing Party submitting this E.D.S. is:

1. ☒ the Applicant

   Or

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

   Or

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b). State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 1751 West 47th Street
Chicago, Illinois 60609

C. Telephone: (Omitted for printing purposes) Fax: (Omitted for printing purposes)

Email: (Omitted for printing purposes)

D. Name of contact person: Craig A. Chico

E. Federal Employer Identification Number (if you have one): _____

(Omitted for printing purposes)

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this E.D.S. pertains. (Include project number and location of property, if applicable):

Enter into a contract to provide services for Special Service Area Number 10 Back of the Yards.

G. Which City agency or department is requesting this E.D.S.? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification Number: _____ and Contract Number: _____

Section II.

Disclosure Of Ownership Interests.

A. Nature Of Disclosing Party.

1. Indicate the nature of the Disclosing Party:

☐ Person

☐ Publicly registered business corporation

☐ Privately held business corporation

☐ Sole proprietorship

☐ General partnership*

☐ Limited partnership*

☐ Trust

☐ Limited liability company*

☐ Limited liability partnership*

☐ Joint venture*

☒ Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

☐ Yes ☒ No

☐ Other (please specify):

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable: Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ N.A.

B. If The Disclosing Party Is A Legal Entity:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members". For trusts, estates or other similar entities, list below the legal titleholder(s).

* Note B.1.b below.

Name And Address	Title
Mr. Phillip K. Fuentes PMAMCD Inc. 2827 South Cicero Avenue Cicero, Illinois 60804 Business Number: (Omitted for printing purposes) Fax Number: (Omitted for printing purposes) E-mail: (Omitted for printing purposes)	Chairman of the Board and Secretary
Mr. Craig A. Chico Back of the Yards Neighborhood Council 1751 West 47th Street Chicago, Illinois 60609 Business Number: (Omitted for printing purposes) Fax Number: (Omitted for printing purposes) E-mail: (Omitted for printing purposes)	President and Chief Executive Officer
Moreno, Joseph Mario Joseph Mario Moreno & Associates 111 West Washington Street Suite 1251 Chicago, Illinois 60602 Business Number: (Omitted for printing purposes) Fax Number: (Omitted for printing purposes) E-mail: (Omitted for printing purposes)	Treasurer

"No members"

1.b. If you checked "General partnership", "Limited partnership", "Limited liability company", "Limited liability partnership" or "Joint venture" in response to Item A.1 above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. Note: Each legal entity listed below must submit an E.D.S. on its own behalf.

Name	Title
N.A.	N.A.

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of seven and five-tenths percent (7.5%) of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None". Note: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest In The Disclosing Party
N.A.	N.A.	N.A.

Section III.

Business Relationships With City Elected Officials.

Has the Disclosing Party had a "business relationship", as defined in Chapter 2-156 of the

Municipal Code, with any City elected official in the twelve (12) months before the date this E.D.S. is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

_____

_____

_____

_____

Section IV.

Disclosure Of Subcontractors And Other Retained Parties.

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship To Disclosing Party (subcontractor, attorney, lobbyist, et cetera)	Fees (indicate whether paid or estimated)
Jeff Schroeder Frank L. Sassetti & Company	6611 West North Avenue Oak Park, Illinois 60302 Phone/Cell: (Omitted for printing purposes) Fax: (Omitted for printing purposes) Website/Email: (Omitted for printing purposes)	Accountant	$ 5,000
David or Debbie Folgers Folgers Flag and Decorating	2748 West York Street Blue Island, Illinois 60406 Phone/Cell: (Omitted for printing purposes) Fax: (Omitted for printing purposes) Website/Email: (Omitted for printing purposes)	Banners, Holiday Decorations	$12,500
Sonja Schneider Journal News	1751 West 47th Street Chicago, Illinois 60609	Advertising & Promotion	$55,000
Allied Waste Service	2608 South Damen Avenue Chicago, Illinois 60608 Phone/Cell: (Omitted for printing purposes)	Sanitation Services	$ 5,000
Herb Hasenfang JMB Insurance	900 North Michigan Avenue Chicago, Illinois 60613 Phone/Cell: (Omitted for printing purposes)	Insurance	$45,000
Quill Corporation	P.O. Box 94081 Palatine, Illinois 60094 Phone/Cell: (Omitted for printing purposes)	Office Supplies	$ 5,000
Gene Motyka Corporate Security Inc.	9932 South Maple Avenue Oak Lawn, Illinois 60453 Phone/Cell: (Omitted for printing purposes)	Security	$6,000

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship To Disclosing Party (subcontractor, attorney, lobbyist, et cetera)	Fees (indicate whether paid or estimated)
Wear Guards/Aramark	1057 Solution Center Chicago, Illinois 60609 Phone/Cell: (Omitted for printing purposes)	Staff Uniforms	$4,000

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

Section V.

Certifications.

A. Court-Ordered Child Support Compliance.

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns ten percent (10%) or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☒ No person owns ten percent (10%) or more of the Disclosing Party

If "Yes", has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. Further Certifications.

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1 of this E.D.S.:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five (5) year period preceding the date of this E.D.S., been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b of this Section V;

d. have not, within a five (5) year period preceding the date of this E.D.S., had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five (5) year period preceding the date of this E.D.S., been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

-- the Disclosing Party;

-- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

-- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use

of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

-- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five (5) years before the date this E.D.S. is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity; or

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a or b above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury or the Bureau of Industry and Security of the United States Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N.A.

If the letters "N.A.", the word "None" or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. Certification Of Status As Financial Institution.

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b)).

1. Certification.

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party is a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City".

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

If the letters "N.A.", the word "None" or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. Certification Regarding Interest In City Business.

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code:

Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☒ No

Note: If you checked "Yes" to Item D.1, proceed to Items D.2 and D.3. If you checked "No" to Item D.1, proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of

legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

3. If you checked "yes" to Item D.1, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature Of Interest
N.A.	N.A.	N.A.

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. Certification Regarding Slavery Era Business.

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this E.D.S. any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this E.D.S. pertains voidable by the City.

Please check either 1 or 2 below. If the Disclosing Party checks 2, the Disclosing Party must disclose below or in an attachment to this E.D.S. all requisite information as set forth in that paragraph 2.

_X_ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

_____

_____

_____

_____

Section VI.

Certifications For Federally-Funded Matters.

Note: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. Certification Regarding Lobbying.

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter (begin list here, add sheets as necessary):

N.A.

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "N.A." or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that no persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A.1 above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend or modify any federally funded contract, grant, loan or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1 and A.2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (O.M.B.) website at http://www.whitehouse.gov/omb/grants/sfllllin.pdf, linked on the page http://www. whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either (i) it is not an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1 through A.4 above from all Subcontractors before it awards any subcontract and the Disclosing Party must maintain all such Subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. Certification Regarding Equal Employment Opportunity.

If the Matter is federally funded, federal regulations require the Applicant and all proposed Subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes", answer the three (3) questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 C.F.R. Part 60-2.)

☐ Yes ☐ No ☒ N.A

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes ☐ No ☒ N.A

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No ☒ N.A

If you checked "No" to questions 1 or 2 above, please provide an explanation:

_____

_____

_____

_____

Section VII.

Acknowledgments, Contract Incorporation, Compliance, Penalties, Disclosure.

The Disclosing Party understands and agrees that:

A. By completing and filing of this E.D.S., the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this E.D.S., that the City may investigate the creditworthiness of some or all of the persons or entities named in this E.D.S.

B. The certifications, disclosures and acknowledgments contained in this E.D.S. will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances and regulations on which this E.D.S. is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 North Sedgwick Street, Suite 500, Chicago, Illinois 60610, Telephone: (omitted for printing purposes). The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this E.D.S. is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this E.D.S. and any attachments to this E.D.S. may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this E.D.S., the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this E.D.S. and also authorizes the City to verify the accuracy of any information submitted in this E.D.S.

F. The information provided in this E.D.S. must be kept current. In the event of changes, the Disclosing Party must supplement this E.D.S. up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this E.D.S. as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1 and H.2 below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership or principals as the ineligible entity.

H.1 The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their Subcontractors to use, any facility on the United States E.P.A.'s List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any Contractors/Subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1 and H.2 above and will not, without the prior written consent of the City, use any such Contractor/Subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

Note: If the Disclosing Party cannot certify as to any of the Items in H.1, H.2 or H.3 above, an explanatory statement must be attached to this E.D.S.

Certification.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this E.D.S. on behalf of the Disclosing Party, and (2) warrants that all certifications

and statements contained in this E.D.S. are true, accurate and complete as of the date furnished to the City.

Back of the Yards Neighborhood Council
(Print or type name of Disclosing Party)

Date: January 30, 2008

By: (Signed) Craig Chico
(sign here)

Craig A. Chico
(Print or type name of person signing)

President and Chief Executive Officer
(Print or type title of person signing)

Signed and sworn to before me on (date) 30th of January, 2008, by Craig A. Chico at Cook County, Illinois (State).

(Signed) Maria G. Nevarez
Notary Public

Commission expires: June 6, 2009

"Official Seal"
Maria G. Nevarez
Notary Public, State of Illinois
My commission expires: June 6, 2009

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area Number 10)

Contractor Insurance Provisions.

Special Service Area Number 10.

Back Of The Yards Neighborhood Council.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform

any of the Services or Additional Services under this agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, 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 Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars ($500,000) 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 for any liability arising directly or indirectly from the Services.

4) Professional Liability.

When any professional consultants (e.g., C.P.A.s, attorneys, architects, engineers, construction managers) perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Crime.

Contractor must be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by the State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm Subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Planning and Development, Attention: Development Support Services, Room 1003, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as exhibit) or equivalent prior to award 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor's Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 5 referred to in these Contractor's Insurance Provisions constitutes (Sub)Exhibit 5 to the Service Provider Agreement and reads as follows:

(Sub)Exhibit 5.
(To Service Provider Agreement For Special Service Area Number 10)

Security Firm Insurance Provisions.

Special Service Area Number 10.

Back Of The Yards Neighborhood Council.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion, and during the time period following expiration if the Security Firm is required to

return and perform additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

4) Professional Liability.

Professional Liability Insurance covering acts, errors or omissions must be maintained by the Security Firm with limits of not less than One Million Dollars ($1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Additional Requirements.

The Security Firm must furnish the Contractor original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of

Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm must advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or a limited liability company the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or Subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area Number 10)

Prevailing Wages.
(Page 1 of 10)

Cook County Prevailing Wage For February, 2008.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		37.150	38.900	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area Number 10)

Prevailing Wages.
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Cook County Prevailing Wage For February, 2008.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL	1	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

(Sub)Exhibit 6.
(To Service Provider Agreement For
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Prevailing Wages.
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Cook County Prevailing Wage For February, 2008.

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished

(Sub)Exhibit 6.
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Prevailing Wages.
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Cook County Prevailing Wage For February, 2008.

interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all

(Sub)Exhibit 6.
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Prevailing Wages.
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Cook County Prevailing Wage For February, 2008.

rigging for heavy work, the handling of all mateiral that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and experior which sare installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

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OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

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Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with

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shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

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Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or

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turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area Number 10)

Contractor's Performance And Payment Bond.

[SPECIMEN]

Know All Men By These Presents, That we, _____, Principal, hereinafter referred to as Contractor, and _____, Surety _____ of the County of Cook and State of Illinois, are held and firmly bound unto the City of Chicago in the penal sum of _____, lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D., 20____.

The Condition Of The Above Obligation Is Such, _____. That whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing Contract Number _____ and Specification Number _____, all in conformity with said contract, for _____.

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further, shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its agents, employees or workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required

by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them, or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago, for his use and benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, a prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State, the principal place of business of said corporation, and in all cases of partnership, the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of

the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the one hundred twenty (120) day period in which case action may be taken immediately following such final settlement; and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved _____

_____, 20____

_____(Seal)

_____ _____(Seal)
Purchasing Agent

_____(Seal)

_____(Seal)

Approved as to Form and Legality: _____(Seal)

_____ _____(Seal)
Assistant Corporation Counsel

(Sub)Exhibit 8.
(To Service Provider Agreement For
Special Service Area Number 10)

Contractor Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____ Agreement between the City of Chicago and _____, dated _____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed all of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement and that it spent all funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

(Sub)Exhibit 9.
(To Service Provider Agreement for
Special Service Area Number 10)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A C.P.A. Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified C.P.A. Firm:

1. Issue a Request for Proposal ("R.F.P.") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required.

2. Distribute and publicize the R.F.P. sufficiently to ensure full and open competition.

3. Request in the R.F.P. that bidders provide detail on:

    a. How the C.P.A. Firm will conduct the audit in the first and subsequent years.

    b. Qualifications of the C.P.A. Firm, management, and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education during the previous two (2) years.

    e. Whether the C.P.A. Firm has received a positive peer review within the last three (3) years.

    f. Whether the C.P.A. Firm is independent, as defined by applicable auditing standards.

    g. Whether the C.P.A. Firm has been the object of any disciplinary action during the past three (3) years.

    h. Whether the C.P.A. Firm maintains an active license in the State of Illinois.

    i. The audit fee.

4. Evaluate the proposals based on:

   a. The C.P.A. Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the C.P.A. Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the R.F.P. including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the R.F.P.

6. Once a C.P.A. Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a digital version of the final audit.

   e. Type and timing of support to be provided to the C.P.A. Firm by the S.S.A.C.

   f. Professional auditing standards to be followed in performing the audit.

   g. Independence of the C.P.A. Firm to the S.S.A.C.

h. Terms of making changes to the scope of the agreement.

i. C.P.A. Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the C.P.A. Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The C.P.A. Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the C.P.A. Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the C.P.A. Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the C.P.A. Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carry over" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and S.S.A.C. within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2004 Budget, 2004 Actual, Variance, 2003 Budget, 2003 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

AUTHORIZATION FOR REESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 13, IMPOSITION OF TAX LEVY AND EXECUTION OF SERVICE PROVIDER AGREEMENT.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of a service provider agreement for Special Service Area Number 13, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

WHEREAS, On July 24, 1991, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on November 6, 1992 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 13 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by Pershing Road on the north; 47th and 50th Streets on the south; Ashland and Racine Avenues on the west; and Halsted Street on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included private security, street sweeping, landscape maintenance, and other assistance activities to promote industrial and economic development; and

WHEREAS, On November 7, 2007, the City Council approved the levy and collection of the Services Tax for tax year 2007 (the "2007 Levy Ordinance"); and

WHEREAS, The 2007 Levy Ordinance anticipated that the City Council would be provided with a recommendation for a service provider and a service provider agreement for

expenditure of the Services Tax levied and collected in accordance with the 2007 Levy Ordinance for the provision of the Special Services during fiscal year 2008; and

WHEREAS, Notwithstanding any provision of this or any other ordinance (including but not limited to the Establishment Ordinance) to the contrary, the Department of Planning and Development ("D.P.D.") has prepared and transmitted to the City Council its recommendations for an agreement with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, as service provider (the "Service Provider"), the terms and conditions of which provide for the expenditure of the Services Tax in fiscal year 2008 for the provision of the Special Services, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary or advisable to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement, and/or in connection with the provision of Special Services in the Area.

SECTION 3. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 5. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 6. Effective Date. 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 Special Service Area Number 13
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
Back Of The Yards Neighborhood Council

Effective _____, 2008 Through December 31, 2008.

This Agreement for the management of Special Service Area Number 13 is entered into on_____, 2008 by and between the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 13" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 1.90% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2007, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2008 for the provision of the Special Services in the Area; and the City wishes to provide that the Contractor, beginning on_____, 2008, and continuing until December 31, 2008, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Planning and Development.

"**Establishment Ordinance**" means, the ordinance enacted by City Council on July 24, 1991, as amended on November 6, 1992, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, if any, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the SSAC in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the Scope of Services for that year.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all

times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans' Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code §750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if wishes, revise the insurance required herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act 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 Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 9 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 9 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees, and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 7 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of _____, 2008 ("Effective Date") and shall continue through December 31, 2008, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between_____, 2008 and December 31, 2008 is the sum of (a) $665,186 or the total amount of Service Tax Funds actually collected for tax year 2007, whichever is less; and (b) the total amount of Surplus Funds in the amount of $20,560 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; the maximum compensation that the Contractor may be paid under this Agreement between _____, 2008 and December 31, 2008, therefore, shall not exceed $685,746.

For each subsequent year of this Agreement, if any, the maximum compensation that the Contractor may be paid under this Agreement is the amount set forth in the Budget for that year, pursuant to Section 5.02 and 8.03, or the amount of Service Tax funds actually collected for the preceding tax year, whichever is less; provided that the maximum amount of compensation for such year of this Agreement may also include the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2008, attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2008 may not exceed $685,746, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year of this Agreement, if any, and subject to the provisions of Section 3.01, a Budget for that year shall be incorporated into this Agreement by written amendment pursuant to Section 8.03.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES. The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute

and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. 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. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of the City of Chicago.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS), which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, 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 official has a business relationship, 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. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **"business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers (**"Covered Employees"**). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively **"Performing Parties"**) uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the **"Base Wage"**) for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2007, the Base Wage is $10.33, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 3, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the

Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall

promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The form of this affidavit is attached as Exhibit 8 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor 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 ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor 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 fundraising committee.

Contractor 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 fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor 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.

"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 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.

2. The partners have common or joint ownership of a residence.
3. The partners have at least two 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 fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Special Service Area #13 Commission
1751 W. 47th Street
Chicago, Illinois 60609

Department of Planning and Development
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to: Department of Law
Room 600, City Hall

121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: Back of the Yards Neighborhood Council
1751 W. 47th Street
Chicago, Illinois 60609
Attention: Craig Chico, President/CEO

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____
SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Planning and Development

CONTRACTOR

By:_____

Its: _____

Attested By:_____

Its: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____ _____(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of ____ _____(name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 13 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area Number 13)

Special Service Area Number 13/Stockyards

2008 Scope Of Services.

Objectives	Outputs/Programs	Quantifiable Deliverables
Advertising and Promotion	Marketing of S.S.A. and its businesses	Website presence; comprehensive district directory
Public Way Maintenance	Spot sweeping, trash removal, snow plowing and graffiti prevention/removal	three -- four person crew approximately five days/week or as needed; vendor for graffiti removal
Tenant Retention/ Attraction	Tenant retention/attraction program	Inventory/market vacancies; conduct needs assessment of existing companies
Safety	Security Patrol	Unarmed security guards to work fifty-five to seventy-five hours per week to patrol S.S.A. and handle gate closures as relevant Develop system with business owners to report all crimes so it can become part of the Police Report System. Attend beat meetings to make police aware of problems
District Planning	S.S.A. Visioning	Conduct S.S.A. visioning study to determine future course
Efficient and Quality S.S.A. Management	Compensation for personnel and non-personnel resources allocated to provision of S.S.A. services by service provider	Compensation for an agreed-upon allocation of service provider staff and operational costs Collection, analysis and communication of S.S.A. data, statistics and reports

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area Number 13)

Department Of Planning And Development.

Schedule C: 2008 Special Service Area Budget Summary.

Special Service Area Number and Name: Special Service Area Number 13/ Stockyards

Special Service Area Chairperson: _____

Service Provider: Back of the Yards Neighborhood Council

Special Service Area Program Manager: _____

Budget Period: January 1, 2008 to December 31, 2008

Service	2007 Levy	+	Carryover	=	2008 Budget
Advertising and Promotion	$ --		$ --		$ --
Public Way Maintenance	72,306		10,400		82,706
Public Way Aesthetics	--		--		--
Tenant Retention/ Attraction	17,053		--		17,053
Facade Improvements	--		--		--
Parking/Transits/ Accessibility	--		--		--
Safety Programs	476,513		--		476,513
District Planning	--		--		--
Total Services	$ 565,872		$ 10,400		$ 576,272
Administration Loss Collection 3.6%	$ 75,125		$ 10,160		$ 85,285

Service	2007 Levy	+	Carryover	=	2008 Budget
	$ 24,189		$ --		$ 24,189
GRAND TOTAL:	$ 665,186	+	$ 20,560	=	$ 685,746
Administration/Total Budget Ratio					12.4%

D.P.D. Use Only	
Estimated 2006 E.A.V.	$75,049,753
Authorized Tax Rate Cap	1.900%
Estimated Tax Rate for 2007 Levy	0.886%
Estimated 2007 Levy	$ 665,186

(Sub)Exhibit 3.
(To Service Provider Agreement For Special Service Area Number 13)

City Of Chicago

Economic Disclosure Statement And Affidavit.

Section I.

General Information.

A. Legal name of Disclosing Party submitting this E.D.S.. Include doing business as if applicable: Back of the Yards Neighborhood Council

Check one of the following three boxes:

Indicate whether Disclosing Party submitting this E.D.S. is:

1. ☒ the Applicant

   Or

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

   Or

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b). State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 1751 West 47th Street Chicago, Illinois 60609

C. Telephone: (Omitted for printing purposes) Fax: (Omitted for printing purposes)

Email: (Omitted for printing purposes)

D. Name of contact person: Craig A. Chico

E. Federal Employer Identification Number (if you have one): (Omitted for printing purposes)

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this E.D.S. pertains. (Include project number and location of property, if applicable):

Enter to a contract to Provide Services for Special Service Agreement Number 13 Back of the Yards.

G. Which City agency or department is requesting this E.D.S.?

_____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification Number: _____ and Contract Number: _____

Section II.

Disclosure Of Ownership Interests.

A. Nature Of Disclosing Party.

1. Indicate the nature of the Disclosing Party:

☐ Person

☐ Publicly registered business corporation

☐ Privately held business corporation

☐ Sole proprietorship

☐ General partnership*

☐ Limited partnership*

☐ Trust

☐ Limited liability company*

☐ Limited liability partnership*

☐ Joint venture*

☒ Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

☒ Yes ☐ No

☐ Other (please specify):

_____

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable: Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ N.A.

B. If The Disclosing Party Is A Legal Entity:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members". For trusts, estates or other similar entities, list below the legal titleholder(s).

Name And Address	Title
Mr. Phillip K. Fuentes PMAMCD Inc. 2827 South Cicero Avenue Business Number: (omitted for printing purposes) Fax Number: (omitted for printing purposes) Email: (omitted for printing purposes)	Chairman of the Board and Secretary
Mr. Craig A. Chico Back Of The Yards Neighborhood Council 1751 West 47th Street Business Number: (omitted for printing purposes) Fax Number: (omitted for printing purposes) Email: (omitted for printing purposes)	President and Chief Executive Officer
Mr. Joseph Mario Moreno Joseph Mario Moreno & Associates 111 West Washington Street, Suite 1251 Chicago, Illinois 60602 Business Number: (omitted for printing purposes) Fax Number: (omitted for printing purposes) Email: (omitted for printing purposes)	Treasurer

1.b. If you checked "General partnership", "Limited partnership", "Limited liability company", "Limited liability partnership" or "Joint venture" in response to Item A.1 above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the

day-to-day management of the Disclosing Party. Note: Each legal entity listed below must submit an E.D.S. on its own behalf.

Name	Title
N.A.	N.A.

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of seven and five-tenths percent (7.5%) of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None". Note: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest In The Disclosing Party
N.A.	N.A.	N.A.

Section III.

Business Relationships With City Elected Officials.

Has the Disclosing Party had a "business relationship", as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the twelve (12) months before the date this E.D.S. is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

_____

_____

Section IV.

Disclosure Of Subcontractors And Other Retained Parties.

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Special Service Number 13 Vendors List.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship To Disclosing Party (subcontractor, attorney, lobbyist, et cetera)	Fees (indicate whether paid or estimated)
Jeff Schroeder Frank L. Sassetti & Company	6611 West North Avenue Oak Park, Illinois 60302 Phone/Cell: (omitted for printing purposes) Fax: (omitted for printing purposes) Website/Email: (omitted for printing purposes)	Accountant	$ 5,000

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship To Disclosing Party (subcontractor, attorney, lobbyist, et cetera)	Fees (indicate whether paid or estimated)
U. S. Cellular	P.O. Box 0203 Palatine, Illinois 60055 Phone/Cell: (omitted for printing purposes) Fax: (omitted for printing purposes) Website/Email: (omitted for printing purposes)	Cellular Phone	$ 12,000
Allied Waste Service	2608 South Damen Avenue Chicago, Illinois 60608 Phone/Cell: (omitted for printing purposes) Fax: (omitted for printing purposes) Website/Email: (omitted for printing purposes)	Sanitation Services	$ 5,000
Herb Hasenfang J.M.B. Insurance	900 North Michigan Avenue Chicago, Illinois 60613 Phone/Cell: (omitted for printing purposes) Fax: (omitted for printing purposes) Website/Email: (omitted for printing purposes)	Insurance	$ 45,000
Quill Corporation	P.O. Box 94081 Palatine, Illinois 60094 Phone/Cell: (omitted for printing purposes) Fax: (omitted for printing purposes) Website/Email: (omitted for printing purposes)	Office Supplies	$ 5,000
Gene Motyka Corporate Security Inc.	9932 South Maple Avenue Oaklawn, Illinois 60453 Phone/Cell: (omitted for printing purposes) Fax: (omitted for printing purposes) Website/Email: (omitted for printing purposes)	Security	$494,000

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship To Disclosing Party (subcontractor, attorney, lobbyist, et cetera)	Fees (indicate whether paid or estimated)
Wear Guards/Aramark	1057 Solution Center Chicago, Illinois 60609 Phone/Cell: (omitted for printing purposes) Fax: (omitted for printing purposes) Website/Email: (omitted for printing purposes)	Staff Uniforms	$ 4,000

Additional vendors to be determined.

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

Section V.

Certifications.

A. Court-Ordered Child Support Compliance.

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns ten percent (10%) or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☒ No person owns ten percent (10%) or more of the Disclosing Party

If "Yes", has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. Further Certifications.

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this E.D.S.:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five (5) year period preceding the date of this E.D.S., been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b of this Section V;

d. have not, within a five (5) year period preceding the date of this E.D.S., had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five (5) year period preceding the date of this E.D.S., been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

-- the Disclosing Party;

-- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

-- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a

business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

-- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five (5) years before the date this E.D.S. is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity; or

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a or b above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the

Treasury or the Bureau of Industry and Security of the United States Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N.A.

If the letters "N.A.", the word "None" or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. Certification Of Status As Financial Institution.

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b)).

1. Certification.

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party is a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City".

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

If the letters "N.A.", the word "None" or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. Certification Regarding Interest In City Business.

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code:

Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☒ No

Note: If you checked "Yes" to Item D.1, proceed to Items D.2 and D.3. If you checked "No" to Item D.1, proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

3. If you checked "yes" to Item D.1, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature Of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. Certification Regarding Slavery Era Business.

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this E.D.S. any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this E.D.S. pertains voidable by the City.

Please check either 1 or 2 below. If the Disclosing Party checks 2, the Disclosing Party must disclose below or in an attachment to this E.D.S. all requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

_____

_____

_____

_____

Section VI.

Certifications For Federally-Funded Matters.

Note: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. Certification Regarding Lobbying.

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter (begin list here, add sheets as necessary):

N.A.

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "N.A." or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that no persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A.1 above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend or modify any federally funded contract, grant, loan or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1 and A.2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (O.M.B.) website at http://www.whitehouse.gov/omb/grants/sfllllin.pdf, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either (i) it is not an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1 through A.4 above from all Subcontractors before it awards any subcontract and the Disclosing Party must maintain all such Subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. Certification Regarding Equal Employment Opportunity.

If the Matter is federally funded, federal regulations require the Applicant and all proposed Subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes ☐ No ☒ N.A.

If "Yes", answer the three (3) questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 C.F.R. Part 60-2.)

☐ Yes ☐ No ☒ N.A.

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes ☐ No ☒ N.A.

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No ☒ N.A.

If you checked "No" to questions 1 or 2 above, please provide an explanation:

_____

_____

Section VII.

Acknowledgments, Contract Incorporation, Compliance, Penalties, Disclosure.

The Disclosing Party understands and agrees that:

A. By completing and filing this E.D.S., the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this E.D.S., that the City may investigate the creditworthiness of some or all of the persons or entities named in this E.D.S.

B. The certifications, disclosures and acknowledgments contained in this E.D.S. will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances and regulations on which this E.D.S. is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 North Sedgwick Street, Suite 500, Chicago, Illinois 60610, Telephone: (omitted for printing purposes). The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this E.D.S. is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other

transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this E.D.S. and any attachments to this E.D.S. may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this E.D.S., the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this E.D.S. and also authorizes the City to verify the accuracy of any information submitted in this E.D.S.

F. The information provided in this E.D.S. must be kept current. In the event of changes, the Disclosing Party must supplement this E.D.S. up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this E.D.S. as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1 and H.2 below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their Subcontractors to use, any facility on the United States E.P.A.'s List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any Contractors/Subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1 and H.2 above and will not, without the prior written consent of the City, use any such Contractor/Subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

Note: If the Disclosing Party cannot certify as to any of the Items in H.1, H.2 or H.3 above, an explanatory statement must be attached to this E.D.S.

Certification.

Under penalty of perjury, the person signing below (1) warrants that he/she is authorized to execute this E.D.S. on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this E.D.S. are true, accurate and complete as of the date furnished to the City.

Back of the Yards Neighborhood Council
(Print or type name of Disclosing Party)

Date: January 30, 2008

By: (Signed) Craig A. Chico
(sign here)

Craig A. Chico
(Print or type name of person signing)

President and Chief Executive Officer
(Print or type title of person signing

Signed and sworn to before me on (date) January 30, 2008, by Craig A. Chico at Cook County, Illinois (State).

(Signed) Maria G. Nevarez
Notary Public

Commission expires: June 6, 2009

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area Number 13)

Contractor's Insurance Provisions.

Special Service Area Number 13.

Back Of The Yards Neighborhood Council.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided:

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, 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 Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars ($500,000) 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 for any liability arising directly or indirectly from the Services.

4) Professional Liability.

When any professional consultants (e.g., C.P.A.s, attorneys, architects, engineers,

construction managers) perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Crime.

Contractor must be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm Subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Planning and Development, Attention: Development Support Services, Room 1003, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of Insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to award 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor's Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 5 referred to in these Contractor's Insurance Provisions constitutes (Sub)Exhibit 5 to Service Provider Agreement for Specal Service Area Number 13 and reads as follows:

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area Number 13)

Security Firm Insurance Provisions.

Special Service Area Number 13.

Back Of The Yards Neighborhood Council.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided:

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

4) Professional Liability.

Professional Liability Insurance covering ads, errors or omissions must be maintained by the Security Firm with limits of not less than One Million Dollars ($1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede,

start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Additional Requirements.

The Security Firm must furnish the Contractor original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm must advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or a limited liability company the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for Subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area Number 13)

Prevailing Wages.
(Page 1 of 10)

Cook County Prevailing Wage For November, 2008.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		37.150	38.900	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700

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Cook County Prevailing Wage For November, 2008.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL	1	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished

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interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all

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Explanations.

rigging for heavy work, the handling of all mateiral that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and experior which sare installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

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Explanations.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

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Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with

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shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

(Sub)Exhibit 6.
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Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or

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turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

(Sub)Exhibit 7.
(To Service Provider Agreement For
Special Service Area Number 13)

Contractor's Performance And Payment Bond.

[SPECIMEN]

Know All Men By These Presents, That we, _____, Principal, hereinafter referred to as Contractor, and _____, Surety _____ of the County of Cook and State of Illinois, are held and firmly bound unto the City of Chicago in the penal sum of _____, lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D., 20____.

The Condition Of The Above Obligation Is Such, _____. That whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing Contract Number _____ and Specification Number _____, all in conformity with said contract, for _____.

The said contract is incorporated herein by reference in its entirety, including, without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further, shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its agents, employees or workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about

the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them, or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of

the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the one hundred twenty (120) day period in which case action may be taken immediately following such final settlement; and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved _____, 20___ _____ (Seal)

_____ (Seal)

_____ _____ (Seal)
Purchasing Agent

_____ (Seal)

Approved as to Form and Legality: _____ (Seal)

_____ _____ (Seal)
Assistant Corporation Counsel

(Sub)Exhibit 8.
(To Service Provider Agreement For
Special Service Area Number 13)

Contractor Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____

Agreement between the City of Chicago and _____ dated _____ relating to the provision of Special Services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed all of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement and that it spent all funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this _____ day of _____, 20_____.

_____
Signature of Notary

(Sub)Exhibit 9.
(To Service Provider Agreement for
Special Service Area Number 13)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance for the Contractor's Selection of a C.P.A. Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified C.P.A. Firm:

1. Issue a Request for Proposal ("R.F.P.") that sets forth all of the terms and conditions of the engagement, evaluation criteria, and scope of the work required.

2. Distribute and publicize the R.F.P. sufficiently to ensure full and open competition.

3. Request in the R.F.P. that bidders provide detail on:

    a. How the C.P.A. Firm will conduct the audit in the first and subsequent years.

    b. Qualifications of the C.P.A. Firm, management, and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education during the previous two (2) years.

    e. Whether the C.P.A. Firm has received a positive peer review within the last three (3) years.

    f. Whether the C.P.A. Firm is independent, as defined by applicable auditing standards.

    g. Whether the C.P.A. Firm has been the object of any disciplinary action during the past three (3) years.

    h. Whether the C.P.A., Firm maintains an active license in the State of Illinois.

    i. The audit fee.

4. Evaluate the proposals based on:

    a. The C.P.A.· Firm's understanding of the audit requirements, including the needs ofthe Area and the final products to be delivered.

    b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

    c. Qualifications of the C.P.A. Firm.

    d. Qualifications of the audit team.

    e. The information provided by respondents in response to the R.F.P. including cost and independence.

5. Rate the proposals as follows:

    a. Proposals should be evaluated as submitted.

    b. Make a list of strengths and weaknesses for each to support its technical rating.

    c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

    d. Ask questions of the bidders to eliminate any ambiguities.

    e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the R.F.P.

6. Once a C.P.A. Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

    a. Audit scope, objectives, and purposes.

    b. Deadlines for the work to be performed.

    c. Audit fees.

    d. Report format, including providing a digital version of the final audit.

    e. Type and timing of support to be provided to the C.P.A. Firm by the S.S.A.C.

    f. Professional auditing standards to be followed in performing the audit.

g. Independence of the C.P.A. Firm to the S.S.A.C.

h. Terms of making changes to the scope of the agreement.

i. C.P.A. Firm's ownership ofthe work papers, retention period, and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the C.P.A. Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The C.P.A. Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the C.P.A. Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the C.P.A. Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the C.P.A. Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carry over" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and S.S.A.C. within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g. columns should be 2004 Budget, 2004 Actual, Variance, 2003 Budget, 2003 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

AUTHORIZATION FOR REESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 39, IMPOSITION OF TAX LEVY AND EXECUTION OF SERVICE PROVIDER AGREEMENT.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of a service provider agreement for Special Service Area Number 39, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

WHEREAS, On November 8, 2006, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 39 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2006 through and including tax year 2030, not to exceed an annual rate of one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of the area on Archer Avenue, from California Avenue to Karlov Avenue; Kedzie Avenue, from Archer Avenue to 48th Street; and Pulaski Avenue, from 45th Street to 51st Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, On December 12, 2007, the City Council approved the levy and collection of the Services Tax for tax year 2007 (the "2007 Levy Ordinance"); and

WHEREAS, The 2007 Levy Ordinance anticipated that City Council would be provided with a recommendation for a service provider and a service provider agreement for expenditure of the Services Tax levied and collected in accordance with the 2007 Levy Ordinance for the provision of the Special Services during fiscal year 2008; and

WHEREAS, Notwithstanding any provision of this or any other ordinance (including but not limited to the Establishment Ordinance) to the contrary, the Department of Planning and Development ("D.P.D.") has prepared and transmitted to the City Council its recommendations for an agreement with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation; as service provider (the "Service Provider"), the terms and conditions of which provide for the expenditure of the Services Tax in fiscal year 2008 for the provision of the Special Services, in substantially the form attached hereto as Exhibit A; now, therefore,

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

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

SECTION 2. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Back of the Yards Neighborhood Council, an Illinois not-for profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary or advisable to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement, and/or in connection with the provision of Special Services in the Area.

SECTION 3. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 5. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 6. Effective Date. 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 Special Service Area Number 39
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
Back Of The Yards Neighborhood Council

Effective _____, 2008 Through December 31, 2008.

This Agreement for the management of Special Service Area Number 39 is entered into on_____, 2008 by and between the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 39" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 1.90% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2007, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2008 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on_____, 2008, and continuing until December 31, 2008, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Planning and Development.

"**Establishment Ordinance**" means, the ordinance enacted by City Council on November 8, 2006, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, if any, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the SSAC in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the Scope of Services for that year.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all

times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans' Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) **Contractor**

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code §750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*(1990), as amended, and all other applicable state statues, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if wishes, revise the insurance required herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold

harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act 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 Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 9 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 9 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement

ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees, and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount
allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 7 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of _____, 2008 ("Effective Date") and shall continue through December 31, 2008, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between_____, 2008 and December 31, 2008 is the sum of (a) $753,772 or the total amount of Service Tax Funds actually collected for tax year 2007, whichever is less; and (b) the total amount of Surplus Funds in the amount of $92,200 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; the maximum compensation that the Contractor may be paid under this Agreement between _____, 2008 and December 31, 2008, therefore, shall not exceed $845,972.

For each subsequent year of this Agreement, if any, the maximum compensation that the Contractor may be paid under this Agreement is the amount set forth in the Budget for that year, pursuant to Section 5.02 and 8.03, or the amount of Service Tax funds actually collected for the preceding tax year, whichever is less; provided that the maximum amount of compensation for such year of this Agreement may also include the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2008, attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2008 may not exceed $845,972, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year of this Agreement, if any, and subject to the provisions of Section 3.01, a Budget for that year shall be incorporated into this Agreement by written amendment pursuant to Section 8.03.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES. The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S.

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. "Affiliate of Contractor"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of the City of Chicago.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS), which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, 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 official has a business relationship, 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. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **"business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of

1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers. ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2007, the Base Wage is $10.33, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 3, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent

Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental

Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The form of this affidavit is attached as Exhibit 8 and incorporated by reference.

8.13 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent (**"Owners"**), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent (**"Sub-owners"**) and spouses and domestic partners of such Sub-owners (Contractor 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 (**"Mayor"**) or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor 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 fundraising committee.

Contractor 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 fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor 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.

"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 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two 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 fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Special Service Area #39 Commission 1751 W. 47th St. Chicago, Illinois 60609
	Department of Planning and Development City Hall, Room 501 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	Back of the Yards Neighborhood Council 1751 W. 47th St. Chicago, Illinois 60609 Attention: Craig Chico, President/CEO

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____

SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Planning and Development

CONTRACTOR

By: _____

Its: _____

Attested By: _____

Its: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____ _____(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of ____ _____(name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 39 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area Number 39)

Special Service Area Number 39 Brighton Park/Archer Heights 2008 Scope Of Services.		
Objectives	Outputs/Programs	Quantified Deliverables
Promotions	Advertisement Seasonal Promotions	Organize weekly and monthly advertisement in local newspapers and newsletters. Valentine's Day, Easter, Mother's Day, Father's Day Halloween, Thanksgiving and Christmas.
Maintenance	Street sweeping and removal of trash. Street Sweepers Graffiti Removal	Seven to nine men working from 8:00 A.M. to 2:00 P.M. sweeping the streets. Use of two sweeping machines by personnel washing the streets and curbs.
Public Way Aesthetics	Holiday and Seasonal Decorations	Purchase/install two hundred banners.
Tenant Retention	Maintain and retain businesses in the S.S.A. area, as well as, maintain tenants in residential boundaries.	Work and consult businesses to be aware of vacancies and market those by working with real estate staff in area.
Parking/Transit	Door to Door Bus Service to Senior Citizens.	Provide two full time drivers for shuttle bus service five days a week.

Objectives	Outputs/Programs	Quantified Deliverables
Safety	Partnership with the Chicago Police Department	Purchase of five to seven special bicycles for police officers to use.
Efficient and Quality S.S.A. Management	Compensation for time allocated to S.S.A. administrative services by service provider Service provider office space devoted to S.S.A. services.	Compensation for service provider staff person's wages/benefits. Compensation for service provider office space expenses.
		Delivery of S.S.A. data, including meeting packets and reports to the Alderman and D.P.D.
Parking/Transit	Provide two full-time driver for shuttle Bus Service five days a week. Provide door-to-door service to senior citizens in a nine square mile area and bring them to shop at business in S.S.A. Provide maintenance and repairs to buses.	Service for senior citizens in order to maintain them shopping safety within the businesses of Brighton Park/Archer Heights; and increase the customer base for the businesses.

Objectives	Outputs/Programs	Quantified Deliverables
Efficient and Quality S.S.A. Management	Compensation for time allocated to provision of S.S.A. administrative service by service provider.	Compensation for service provider staff person's wages/benefits.
	Service provider office space devoted to S.S.A. services	Compensation for service provider office space expenses.

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area Number 39)

Schedule C.

2008 Special Service Area Budget Summary.

Department Of Planning And Development.

Special Service Area Number and Name: Number 39 Brighton Park/Archer Heights

Special Service Area Chairperson: _____

Service Provider: Back of the Yards Neighborhood Council

Special Service Area Program Manager: _____

Budget Period: January 1, 2008 to December 31, 2008

	2007 Levy	+	Carryover	=	2008 Budget
Service					
Advertising and Promotion	$135,368		$30,000		$165,368

	2007 Levy	+	Carryover	=	2008 Budget
Service					
Public Way Maintenance	$262,602		$ 8,200		$270,802
Public Way Aesthetics	52,198		--		52,198
Tenant Retention/ Attraction	48,308		2,000		50,308
Facade Improvements	--		--		--
Parking/Transit/ Accessibility	135,731		44,500		180,231
Safety Programs	10,000		--		10,000
District Planning	--		--		--
Total Services:	$644,207		$84,700		$728,907
Administration	$77,291		$7,500		$84,791
Loss Collection 4.5%	32,274		--		$32,274
Grand Total:	$753,772	+	$92,200	=	$845,972
Administration/Total Budget Ratio					10.0%

D.P.D. Use Only	
Estimated 2006 E.A.V.	$61,824,463
Authorized Tax Rate Cap	1.900%
Estimated Tax Rate for 2007 Levy	1.219%
Estimated 2007 Levy	$ 753,772

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area Number 39)

City Of Chicago

Economic Disclosure Statements And Affidavit.

Section I.

General Information.

A. Legal name of Disclosing Party submitting this E.D.S.. Include doing business as if applicable: Back of the Yards Neighborhood Council.

Check one of the following three boxes:

Indicate whether Disclosing Party submitting this E.D.S. is:

1. ☒ the Applicant

Or

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

Or

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b). State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 1751 West 47th Street
Chicago, Illinois 60609

C. Telephone: (Omitted for printing purposes) Fax: (Omitted for printing purposes)

Email: (Omitted for printing purposes)

D. Name of contact person: Craig A. Chico

E. Federal Employer Identification Number (if you have one):

(Omitted for printing purposes)

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this E.D.S. pertains. (Include project number and location of property, if applicable) :

Enter Into a Contract to Provide Services for Special Service Area (S.S.A.) Number 39 Back of the Yards

G. Which City agency or department is requesting this E.D.S.? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification Number: _____ and Contract Number: _____

Section II.

Disclosure Of Ownership Interests.

A. Nature Of Disclosing Party.

1. Indicate the nature of the Disclosing Party:

☐ Person

☐ Publicly registered business corporation

☐ Privately held business corporation

☐ Sole proprietorship

☐ General partnership*

☐ Limited partnership*

☐ Trust

☐ Limited liability company*

☐ Limited liability partnership*

☐ Joint venture*

☒ Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

☒ Yes ☐ No

☐ Other (please specify):

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable: Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ N.A.

_____

* Note B.1.b below.

B. If The Disclosing Party Is A Legal Entity:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members". For trusts, estates or other similar entities, list below the legal titleholder(s).

Board Of Directors

Name And Address	Title
Mr. Phillip K. Fuentes PMAMCD Inc. 2827 South Cicero Avenue *Cicero, Illinois 60804* Business Number: (Omitted for printing purposes) Fax Number: (Omitted for printing purposes) E-mail: (Omitted for printing purposes)	Chairman of the Board and Secretary
Mr. Craig A. Chico Back Of The Yards Neighborhood Council 1751 West 47th Street Chicago Illinois 60609 Business Number: (Omitted for printing purposes) Fax Number: (Omitted for printing purposes) E-mail: (Omitted for printing purposes)	President and Chief Executive Officer
Moreno, Joseph Mario Joseph Mario Moreno & Associates 111 West Washington Street *Suite 1251* Chicago, Illinois 60602 Business Number: (Omitted for printing purposes) Fax Number: (Omitted for printing purposes) E-mail: (Omitted for printing purposes)	Treasurer
"No members"	

1.b. If you checked "General partnership", "Limited partnership", "Limited liability company", "Limited liability partnership" or "Joint venture" in response to Item A.1 above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. Note: Each legal entity listed below must submit an E.D.S. on its own behalf.

Name	Title
N.A.	N.A.

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of seven and five-tenths percent (7.5%) of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None". Note: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest In The Disclosing Party
N.A.	N.A.	N.A.

Section III.

Business Relationships With City Elected Officials.

Has the Disclosing Party had a "business relationship", as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the twelve (12) months before the date this E.D.S. is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

_____

_____

_____

Section IV.

Disclosure Of Subcontractors And Other Retained Parties.

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship To Disclosing Party (subcontractor, attorney, lobbyist, et cetera)	Fees (indicate whether paid or estimated)
(No Vendors Retained)			
To Be Determined			

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

Section V.

Certifications.

A. Court-Ordered Child Support Compliance.

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns ten percent (10%) or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☒ No ☐ No person owns ten percent (10%) or more of the Disclosing Party

If "Yes", has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. Further Certifications.

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this E.D.S.:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five (5) year period preceding the date of this E.D.S., been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b of this Section V;

d. have not, within a five (5) year period preceding the date of this E.D.S., had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five (5) year period preceding the date of this E.D.S., been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

-- the Disclosing Party;

-- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

-- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

-- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five (5) years before the date this E.D.S. is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity; or

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a or b above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury or the Bureau of Industry and Security of the United States Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N.A.

If the letters "N.A.", the word "None" or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. Certification Of Status As Financial Institution.

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker,

mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b)).

1. Certification.

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party is a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City".

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

If the letters "N.A.", the word "None" or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. Certification Regarding Interest In City Business.

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code:

   Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

   ☐ Yes ☒ No

   Note: If you checked "Yes" to Item D.1, proceed to Items D.2 and D.3. If you checked "No" to Item D.1, proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

   Does the Matter involve a City Property Sale?

   ☐ Yes ☒ No

3. If you checked "yes" to Item D.1, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature Of Interest
N.A.	N.A.	N.A.

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. Certification Regarding Slavery Era Business.

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this E.D.S. any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this E.D.S. pertains voidable by the City.

Please check either 1 or 2 below. If the Disclosing Party checks 2 the Disclosing Party must disclose below or in an attachment to this E.D.S. all requisite information as set forth in that paragraph 2.

_X_ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

_____

_____

_____

_____

Section VI.

Certifications For Federally-Funded Matters.

Note: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. Certification Regarding Lobbying.

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter (begin list here, add sheets as necessary):

N.A.

(If no explanation appears or begins on the lines above, or if the letters "N.A." or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that no persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A.1 above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend or modify any federally funded contract, grant, loan or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1 and A.2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (O.M.B.) website at http://www.whitehouse.gov/omb/grants/sflllin.pdf, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either (i) it is not an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1 through A.4 above from all Subcontractors before it awards any subcontract and the Disclosing Party must maintain all such

Subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. Certification Regarding Equal Employment Opportunity.

If the Matter is federally funded, federal regulations require the Applicant and all proposed Subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes ☐ No ☒ N.A.

If "Yes", answer the three (3) questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 C.F.R. Part 60-2.)

☐ Yes ☐ No ☒ N.A.

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes ☐ No ☒ N.A.

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No ☒ N.A.

If you checked "No" to questions 1 or 2 above, please provide an explanation:

_____

_____

_____

_____

Section VII.

Acknowledgments, Contract Incorporation, Compliance, Penalties, Disclosure.

The Disclosing Party understands and agrees that:

A. By completing and filing this E.D.S., the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this E.D.S., that the City may investigate the creditworthiness of some or all of the persons or entities named in this E.D.S.

B. The certifications, disclosures and acknowledgments contained in this E.D.S. will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances and regulations on which this E.D.S. is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business or transactions. The full text of these ordinances and a training program is available online at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 North Sedgwick Street, Suite 500, Chicago, Illinois 60610, Telephone: (omitted for printing purposes). The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this E.D.S. is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this E.D.S. and any attachments to this E.D.S. may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this E.D.S., the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the

public release of information contained in this E.D.S. and also authorizes the City to verify the accuracy of any information submitted in this E.D.S.

F. The information provided in this E.D.S. must be kept current. In the event of changes, the Disclosing Party must supplement this E.D.S. up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this E.D.S. as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1 and H.2 below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their Subcontractors to use, any facility on the United States E.P.A.'s List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any Contractors/Subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1 and H.2 above and will not, without the prior written consent of the City, use any such Contractor/Subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

Note: If the Disclosing Party cannot certify as to any of the Items in H.1, H.2 or H.3 above, an explanatory statement must be attached to this E.D.S.

Certification.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this E.D.S. on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this E.D.S. are true, accurate and complete as of the date furnished to the City.

Back of the Yards Neighborhood Council
(Print or type name of Disclosing Party)

Date: January 30, 2008

By: (Signed) Craig A. Chico
(sign here)

Craig A. Chico
(Print or type name of person signing)

President and Chief Executive Officer
(Print or type title of person signing)

Signed and sworn to before me on (date) 30th of January, 2008, by Craig A. Chico, at Cook County, Illinois (State).

(Signed) Maria G. Nevarez
Notary Public

Commission expires: June 6, 2009

"Official Seal"
Maria G. Nevarez
Notary Public, State of Illinois
My commission expires: June 6, 2009

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area Number 39)

Contractor's Insurance Provisions.

Special Service Area Number 39.

Back Of The Yards Neighborhood Council.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services, under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided:

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, 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 Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars ($500,000) 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 for any liability arising directly or indirectly from the Services.

4) Professional Liability.

When any professional consultants (e.g.; C.P.A.'s, attorneys, architects, engineers, construction managers) perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Crime.

Contractor must be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by the State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm Subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Planning and Development, Attention: Development Support Services, Room 1003, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance

Certificate Form (copy attached as an exhibit) or equivalent prior to award 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Contractor's Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 5 referred to in these Contractor's Insurance Provisions constitutes (Sub)Exhibit 5 to the Service Provider Agreement for Special Service Area Number 39 and reads as follows:

(Sub)Exhibit 5.
(To Service Provider Agreement For Special Service Area Number 39)

Security Firm Insurance Provisions.

Special Service Area Number 39.

Back Of The Yards Neighborhood Council.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided:

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (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 must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

4) Professional Liability.

Professional Liability Insurance covering acts, errors or omissions must be maintained by the Security Firm with limits of not less than One Million Dollars ($1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Additional Requirements.

The Security Firm must furnish the Contractor original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm must advise

all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or a limited liability company the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all Subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or Subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 6.
(To Service Provider Agreement For
Special Service Area Number 39)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		37.150	38.900	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700

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Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL	1	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished

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interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all

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rigging for heavy work, the handling of all mateiral that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and experior which sare installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

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OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

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Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall,
slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with

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shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

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Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or

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turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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Contractor's Performance And Payment Bond.

[SPECIMEN]

Know All Men By These Presents, That we, _____, Principal, hereinafter referred to as Contractor, and _____, Surety _____ of the County of Cook and State of Illinois, are held and firmly bound unto the City of Chicago in the penal sum of _____, lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D., 20____.

The condition of the above obligation is such, _____. That whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing Contract Number _____ and Specification Number _____, all in conformity with said contract, for _____.

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further, shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its agents, employees or workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required

by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them, or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago, for his use and benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, a prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State, the principal place of business of said corporation, and in all cases of partnership, the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item

of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the one hundred twenty (120) day period in which case action may be taken immediately following such final settlement; and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved _____, 20__ _____(Seal)

_____ _____(Seal)
Purchasing Agent

_____(Seal)

_____(Seal)

Approved as to Form and Legality: _____ (Seal)

_____ _____(Seal)
Assistant Corporation Counsel

(Sub)Exhibit 8.
(To Service Provider Agreement For
Special Service Area Number 39)

Contractor Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____, dated _____, relating to the provision of Special Services.

Affidavit.

The undersigned, _____, as _____, and on behalf of _____, having been duly sworn under oath, certifies that in the year _____, it performed all of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement and that it spent all funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

_____
Signature of Notary

(Sub)Exhibit 9.
(To Service Provider Agreement For
Special Service Area Number 39)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A C.P.A. Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified C.P.A. Firm:

1. Issue a Request for Proposal ("R.F.P.") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required.

2. Distribute and publicize the ("R.F.P.") sufficiently to ensure full and open competition.

3. Request in the R.F.P. that bidders provide detail on:

    a. How the C.P.A. Firm will conduct the audit in the first and subsequent years.

    b. Qualifications of the C.P.A. Firm, management, and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education during the previous two (2) years.

    e. Whether the C.P.A. Firm has received a positive peer review within the last three (3) years.

    f. Whether the C.P.A. Firm is independent, as defined by applicable auditing standards.

g. Whether the C.P.A. Firm has been the object of any disciplinary action during the past three (3) years.

h. Whether the C.P.A. Firm maintains an active license in the State of Illinois.

i. The audit fee.

4. Evaluate the proposals based on:

a. The C.P.A. Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

c. Qualifications of the C.P.A. Firm.

d. Qualifications of the audit team.

e. The information provided by respondents in response to the R.F.P. including cost and independence.

5. Rate the proposals as follows:

a. Proposals should be evaluated as submitted.

b. Make a list of strengths and weaknesses for each to support its technical rating.

c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

d. Ask questions of the bidders to eliminate any ambiguities.

e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the R.F.P.

6. Once a C.P.A. Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

a. Audit scope, objectives and purposes.

b. Deadlines for the work to be performed.

c. Audit fees.

d. Report format, including providing a digital version of the final audit.

e. Type and timing of support to be provided to the C.P.A. Firm by the S.S.A.C.

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the C.P.A. Firm to the S.S.A.C.

h. Terms of making changes to the scope of the agreement.

i. C.P.A. Firm's ownership of the work papers, retention period, and requirement for availability to the City upon request.

Summary Schedule Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the C.P.A. Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The C.P.A. Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the C.P.A. Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings." Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the C.P.A. Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the C.P.A. Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carry over" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and S.S.A.C. within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g. columns should be 2004 Budget, 2004 Actual, Variance, 2003 Budget, 2003 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

AUTHORIZATION FOR CLASS L DESIGNATION FOR IBM BUILDING AT 330 NORTH WABASH AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing a Class L Tax Incentive Classification for the IBM Building, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

Alderman Carothers 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 authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Real Property Assessment Classification Ordinance, as amended (the "Classification Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, 330 North Wabash Avenue, L.L.C., a Delaware limited liability company (the "Owner"), is the owner of the historic building known as the IBM Building (the "Building") located at 330 North Wabash Avenue in Chicago, Illinois, as more precisely described in Exhibits 1-A (the "Hotel") and 1-B (the "Office") attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Project Real Estate");

WHEREAS, It is expected that the City Council of the City (the "City Council") will adopt an ordinance designating the IBM Building as a Chicago Landmark pursuant to the criteria established in Section 2-120-580 of the Municipal Code of Chicago, and such designation as a Chicago landmark meets the definition of landmark pursuant to Section 1 of the Classification Ordinance; and

WHEREAS, The Owner proposes to rehabilitate the Building by removing asbestos, replacing, rehabilitating, and upgrading certain mechanical systems, upgrading interior public spaces, converting and renovating Floors 2 -- 13 and a portion of the ground floor lobby from office to a hotel ("Phase I"), upgrading Floors 14 -- 47 for office use (except that Floor 14 may also be converted to hotel use ("Phase II")), installing a vegetated green roof consisting of fifty percent (50%) of the net roof area, and converting the lobby into two (2) entrances (Phase I and II together with other improvements are referred to herein as the "Project"), thereby preserving the historic building, ensuring the Building's continued viability for remaining office uses, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base; and

WHEREAS, The Owner has entered into an agreement with Oxford Capital Group, L.L.C. or its successor in interest ("Oxford"), to sell and convey Floors 2 -- 13 and a portion of the ground floor lobby, together with an option to purchase Floor 14, and has submitted a Petition for Division to the Office of the Assessor Cook County, Illinois (the "Assessor"), seeking designation of the Hotel and the Office, as described on Exhibits 1-A and 1-B, attached hereto, as separate tax parcels; and

WHEREAS, The Owner and Oxford have applied to the Assessor for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the Classification Ordinance; and

WHEREAS, Pursuant to the Classification Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which (1) is a Landmark (as defined in Section 1 of the Classification Ordinance); and (2) has undergone

Substantial Rehabilitation (as defined in Section 1 of the Classification Ordinance), which constitutes an investment by the owner of at least fifty percent (50%) of the building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building only, except that if the entire building has been vacant and unused for at least twenty-four (24) continuous months prior to the filing of the eligibility application with the Assessor, the land upon which the building is situated shall be eligible for the incentive; and

WHEREAS, Section 2 of the Classification Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in Section 1 of the Classification Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration and Reconstruction of Historic Properties; and

WHEREAS, The City is a Certified Local Government as defined in Section 1 of the Classification Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in Section 1 of the Classification Ordinance); and

WHEREAS, On November 1, 2007, the Landmarks Commission issued a written recommendation of the Project to the City Council; conditioned upon a final determination by the City Council to designate the building as a Chicago landmark, recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof; and

WHEREAS, The Project Real Estate shall have been occupied and used for the twenty-four (24) month period prior to the filing of the Class L eligibility application with the Assessor, making the Class L incentive applicable to the Building only; and

WHEREAS, The Department of Planning and Development of the City ("D.P.D.") has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to City Council that the City expressly determine by ordinance that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration and Reconstruction of Historic Properties; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby determines and directs that the Class L incentive for the Building shall be administered as follows (in addition to any further requirements by the Assessor):

(a) The Substantial Rehabilitation of the Project Real Estate may be conducted in two (2) phases, one of which shall consist of work performed in connection with conversion of Floors 2 -- 13 of the Building to a hotel, as set forth and identified on Exhibits 3-A and 3-B attached hereto as the Phase I, and the other of which shall consist of the remainder of the work set forth and identified on Exhibits 3-A and 3-B as Phase II.

(b) Upon substantial completion of Phase I, submission of a completion report to the City and the subsequent approval of the Landmarks Commission of such report, the Owner, Oxford, or other successor in interest to the Hotel, as applicable, shall be authorized to file an incentive appeal form with the Assessor seeking to designate the Hotel (without the 14th Floor) in the Building under the Class L Assessment Designation, and the Assessor shall be authorized, to grant such appeal, regardless of whether Phase II has commenced or been completed.

(c) If Floor 14 is to be part of the Hotel, then upon substantial completion of Phase I related to Floor 14, submission of a completion report to the City and the subsequent approval of the Landmarks Commission of such report, the Owner, Oxford, or other successor in interest to the Hotel, as applicable, shall be authorized to file an incentive appeal form with the Assessor seeking to designate Floor 14 of the Building under the Class L Assessment Designation, and the Assessor shall be authorized to grant such appeal, regardless of whether the Phase II has commenced or been completed.

(d) Upon substantial completion of the Phase II, which may or may not include Floor 14, submission of a completion report to the City and the subsequent approval of the Landmarks Commission of such report, the Owner or successor in interest to the Office, as applicable, shall be authorized to file an incentive appeal form with the Assessor seeking to designate the Office under the Class L Assessment Designation, and the Assessor shall be authorized to grant such appeal.

SECTION 4. If it is determined that redevelopment of the Project Real Estate is eligible for historic preservation tax credits (the "HP Tax Credits") granted pursuant to Section 48(G)

and Section 170(H) of the Internal Revenue Code of 1986, as implemented by Title 36 of the Code of Federal Regulations Part 67 (collectively, the "HPTC Program"), such HP Tax Credits awarded to the Owner of the Office, or the Owner's successor in interest to the Office, but not the HP Tax Credits awarded to Oxford, or other successor in interest to the Hotel, shall be invested in improvements to the Office.

SECTION 5. The City hereby expressly supports and consents to the granting of the Class L incentive.

SECTION 6. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of Historic Properties, a copy of which is attached hereto as Exhibit 2 and made a part hereof.

SECTION 7. The Commissioner of D.P.D. (the "Commissioner"), or a designee of the Commissioner, is hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Owner with the Assessor for Class L designation of the Project Real Estate.

SECTION 8. The Commissioner, or a designee of the Commissioner, is hereby authorized to enter into and execute such instruments and agreements, and perform any and all acts as shall be necessary or advisable in connection with the Project, which do not substantially modify the terms described herein.

SECTION 9. The Owner shall erect a sign of size, content and style approved by the Commissioner and the Owner in a conspicuous location on the Project Real Estate during the rehabilitation of the Building, indicating that D.P.D. and Cook County have provided Landmark-related project assistance and that the Building is a Chicago landmark. The City shall have the right to include the name, photographs, artistic renderings of the Project and other pertinent information regarding the Owner, the Project Real Estate and the Project in the City's promotional literature and communications.

SECTION 10. To the extent that any ordinance, resolution, 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 be controlling. If any section, paragraph, clause or provision 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 11. No permit fee waiver(s) from the City related to the Project Real Estate shall be granted to the Owner, Oxford, or either party's successor(s) in interest with respect to the Project Real Estate during the construction of the Project and prior to the expiration of the Class L incentive related to the Project Real Estate.

SECTION 12. This ordinance shall be effective from and after its passage and approval.

Exhibits "1-A", "1-B", "2", "3-A" and "3-B" referred to in this ordinance read as follows:

Exhibit "1-A."
(To Ordinance)

Phase I.

Hotel.

Legal Description:

[See Attachment 1]

[See Attachment 2 -- Option Parcel]

Permanent Index Numbers (subject to petition for division):

17-10-135-009-0000;

17-10-135-013-0000;

17-10-135-014-0000;

17-10-135-021-0000;

17-10-135-023-0000; and

17-10-135-024-0000.

Address Commonly Known As:

330 North Wabash Avenue

Portions of 1st Floor and Floors 2 -- 13 and optional 14th Floor.

Attachments 1 and 2 referred to in this Legal Description of Phase I read as follows:

Attachment 1.
(To Legal Description Of Phase I)

Parcel HB01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 20.32 feet; thence north 89 degrees, 53 minutes, 30 seconds west, 38.81 feet; thence north 00 degrees, 06 minutes, 25 seconds east, 19.51 feet; thence north 89 degrees, 53 minutes, 21 seconds west, 9.37 feet to the point of beginning; thence south 00 degrees, 06 minutes, 39 seconds west, 22.12 feet; thence north 89 degrees, 50 minutes, 11 seconds west, 49.59 feet; thence north 00 degrees, 06 minutes, 39 seconds east, 12.95 feet; thence south 89 degrees, 53 minutes, 21 seconds east, 15.38 feet; thence north 00 degrees, 06 minutes, 39 seconds east, 9.12 feet; thence south 89 degrees, 53 minutes, 21 seconds east, 34.21 feet to the point of beginning, in Cook County, Illinois.

Parcel HB02:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal

plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930, 140.77 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 51.70 feet to the point of beginning; thence south 89 degrees, 46 minutes, 43 seconds east, 8.04 feet; thence south 00 degrees, 13 minutes, 17 seconds west, 10.65 feet; thence north 89 degrees, 43 minutes, 24 seconds west, 8.04 feet; thence north 00 degrees, 13 minutes, 17 seconds east, 10.64 feet to the point of beginning, in Cook County, Illinois.

Parcel HB03:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930, 67.98 feet; thence south 89 degrees, 47 minutes, 02 seconds east, 43.51 feet to the point of beginning; thence south 89 degrees, 47 minutes, 02 seconds east, 49.78 feet; thence south 00 degrees, 02 minutes, 08 seconds west, 11.16 feet; thence north 89 degrees, 54 minutes, 30 seconds west, 49.89 feet; thence north 00 degrees, 35 minutes, 35 seconds east, 11.27 feet to the point of beginning, in Cook County, Illinois.

Parcel HB06:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 20.32 feet; thence north 89 degrees, 53 minutes, 30 seconds west, 38.81 feet; thence north 00 degrees, 06 minutes, 25 seconds east, 19.51 feet; thence north 89 degrees, 53 minutes, 21 seconds west, 9.37 feet; thence south 00 degrees, 06 minutes, 39 seconds west, 22.12 feet; thence north 89 degrees, 50 minutes, 11 seconds west, 49.59 feet; thence north 00 degrees, 06 minutes, 39 seconds east, 12.95 feet; thence south 89 degrees, 53 minutes, 21 seconds east, 15.38 feet; thence north 00 degrees, 06 minutes, 39 seconds east, 20.41 feet to the point of beginning; thence north 00 degrees, 06 minutes, 39 seconds east, 9.35 feet; thence south 89 degrees, 54 minutes, 21 seconds east, 34.20 feet; thence south 00 degrees, 04 minutes, 36 seconds west, 9.37 feet; thence north 89 degrees, 53 minutes, 19 seconds west, 34.21 feet to the point of beginning, in Cook County, Illinois.

Parcel HB07:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 56.40 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly

dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 20.32 feet to the point of beginning; thence north 89 degrees, 53 minutes, 30 seconds west, 38.81 feet; thence north 00 degrees, 06 minutes, 25 seconds east, 19.51 feet; thence north 89 degrees, 53 minutes, 21 seconds west, 43.58 feet; thence north 00 degrees, 06 minutes, 39 seconds east, 11.29 feet; thence south 89 degrees, 53 minutes, 19 seconds east, 50.56 feet; thence south 00 degrees, 06 minutes, 25 seconds west, 20.78 feet; thence south 89 degrees, 53 minutes, 30 seconds east, 27.68 feet; thence south 22 degrees, 24 minutes, 30 seconds east, 10.85 feet to the point of beginning, in Cook County, Illinois.

Parcel HC13:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 52.45 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 2.06 feet; thence north 89 degrees, 29 minutes, 55 seconds west, 2.41 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 4.36 feet; thence north 89 degrees, 27 minutes, 33 seconds west, 42.77 feet; thence south 00 degrees, 37 minutes, 44 seconds west, 19.65 feet; thence south 89 degrees, 30 minutes, 23 seconds east, 5.42 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 10.48 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 7.12 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 10.51 feet; thence south 89 degrees, 30 minutes, 01 seconds east, 18.52 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.57 feet; thence north 89 degrees, 29 minutes, 55 seconds west, 20.29 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 10.34 feet; thence south 89 degrees, 29 minutes, 55 seconds east,

2.41 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 1.46 feet; thence south 89 degrees, 41 minutes, 05 seconds east, 8.34 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 70.39 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 169.40 feet; thence south 89 degrees, 49 minutes, 06 seconds east, 124.91 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 54.41 feet to the point of beginning, (except therefrom that part thereof described as follows:

Parcel CC09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, 101.35 feet; thence south 89 degrees, 27 minutes, 33 seconds east, 48.84 feet to the point of beginning; thence south 89 degrees, 27 minutes, 33 seconds east, 40.98 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 17.99 feet; thence north 89 degrees, 27 minutes, 33 seconds west, 40.86 feet; thence north 00 degrees, 00 minutes, 22 seconds east, 17.99 feet to the point of beginning; also except therefrom,

Parcel CC10:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, 79.51 feet; thence south 89 degrees, 33 minutes, 06 seconds east, 46.97 feet to the point of beginning; thence south 89 degrees, 33 minutes, 06 seconds east, 16.42 feet; thence north 00 degrees, 00 minutes, 22 seconds east, 5.67 feet; thence south 89 degrees, 33 minutes, 06 seconds east, 9.87 feet; thence south 00 degrees, 00 minutes, 22 seconds west, 5.67 feet; thence

south 89 degrees, 33 minutes, 06 seconds east, 13.13 feet; thence south 00 degrees, 00 minutes, 22 seconds west, 2.60 feet; thence south 89 degrees, 33 minutes, 06 seconds east, 5.85 feet; thence south 00 degrees, 00 minutes, 22 seconds west, 7.48 feet; thence north 89 degrees, 33 minutes, 06 seconds west, 45.37 feet; thence north 00 degrees, 32 minutes, 56 seconds east, 10.08 feet to the point of beginning), in Cook County, Illinois.

Parcel HC14:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of

59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 52.45 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 7.76 feet; thence north 89 degrees, 29 minutes, 55 seconds west, 6.94 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 5.44 feet; thence north 89 degrees, 30 minutes, 01 seconds west, 7.27 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.57 feet; thence south 89 degrees, 29 minutes, 55 seconds east, 24.94 feet; thence south 00 degrees, 00 minutes, 00 seconds west, 12.08 feet; thence north 89 degrees, 29 minutes, 55 seconds west, 5.09 feet; thence north 00 degrees, 00 minutes, 00 seconds east, 3.32 feet; thence north 89 degrees, 41 minutes, 05 seconds west, 29.44 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 70.39 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 105.46 feet; thence south 89 degrees, 50 minutes, 13 seconds east, 124.98 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 220.41 feet to the point of beginning, (except therefrom that part thereof described as follows:

Parcel CC01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street aforesaid, 74.33 feet; thence south 89 degrees, 46 minutes, 15 seconds east, 63.34 feet to the point of beginning; thence north 00 degrees, 13 minutes, 45 seconds east, 6.87 feet; thence south 89 degrees, 44 minutes, 31 seconds east, 9.98 feet; thence south 00 degrees, 13 minutes, 45 seconds west, 6.86 feet; thence north 89 degrees, 46 minutes, 15 seconds west, 9.98 feet to the point of beginning; also except,

Parcel CC02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 58.12 feet; thence south 89 degrees, 42 minutes, 17 seconds east, 46.91 feet to the point of beginning; thence south 89 degrees, 42 minutes, 17 seconds east, 11.60 feet; thence south 00 degrees, 13 minutes, 45 seconds west, 9.27 feet; thence north 89 degrees, 44 minutes, 32 seconds west, 11.60 feet; thence north 00 degrees, 13 minutes, 45 seconds east, 9.28 feet to the point of beginning; also except,

Parcel CC03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 58.12 feet; thence south 89 degrees, 42 minutes, 17 seconds east, 87.59 feet to the point of beginning; thence south 89 degrees, 42 minutes, 17 seconds east, 4.68 feet; thence south 00 degrees, 13 minutes, 45 seconds west, 9.25 feet; thence north 89 degrees, 44 minutes, 30 seconds west, 4.68 feet; thence north 00 degrees, 13 minutes, 45 seconds east, 9.25 feet to the point of beginning; also except,

Parcel CC04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 28.31 feet; thence south 89 degrees, 39 minutes, 54 seconds east, 48.84 feet to the point of beginning; thence south 89 degrees, 39 minutes, 54 seconds east, 40.92 feet; thence south 00 degrees, 20 minutes, 06 seconds west, 18.36 feet; thence north 89 degrees, 39 minutes, 54 seconds west, 1.76 feet; thence north 00 degrees, 20 minutes, 06 seconds east, 9.36 feet; thence north 89 degrees, 44 minutes, 30 seconds west, 29.42 feet; thence south 00 degrees, 20 seconds, 06 minutes west, 9.32 feet; thence north 89 degrees, 39 minutes, 54 seconds west, 9.74 feet; thence north 00 degrees, 20 minutes, 06 seconds east, 18.36 feet to the point of beginning; also except,

Parcel CC05:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees,

aforesaid, 2.55 feet; thence south 89 degrees, 42 minutes, 47 seconds east, 47.13 feet to the point of beginning; thence south 89 degrees, 42 minutes, 47 seconds east, 45.10 feet; thence south 00 degrees, 25 minutes, 50 seconds west, 9.65 feet; thence north 89 degrees, 37 minutes, 31 seconds west, 2.45 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 4.16 feet; thence north 89 degrees, 37 minutes, 31 seconds west, 42.64 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 13.74 feet to the point of beginning; also except,

Parcel CC06:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of said vacated alley, 35.73 feet; thence south 89 degrees, 42 minutes, 47 seconds east, 20.64 feet to the point of beginning; thence south 89 degrees, 42 minutes, 47 seconds east, 2.87 feet; thence south 00 degrees, 00 minutes, 00 seconds west, 1.83 feet; thence south 89 degrees, 48 minutes, 43 seconds east, 35.30 feet; thence north 00 degrees, 00 minutes, 00 seconds east, 2.65 feet; thence south 89 degrees, 42 minutes, 47 minutes east, 7.01 feet; thence south 00 degrees, 00 minutes, 00 seconds west,12.83 feet; thence north 89 degrees, 42 minutes, 47 seconds west, 45.26 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 11.95 feet to the point of beginning), in Cook County, Illinois.

Parcel HD13:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 55.62 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.72 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 21.43 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.35 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.58 feet; thence north 89 degrees, 02 minutes, 41 seconds west, 12.08 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 19.75 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.69 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.46 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 18.61 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.94 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 19.95 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.70 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 8.37 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.81 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 0.43 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.40 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence north 00 degrees, 11 minutes 22 seconds east, 169.40 feet; thence south 89 degrees, 49 minutes, 06 seconds east, 124.91 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 54.41 feet to the point of beginning: (except therefrom that part thereof described as follows:

Parcel CD08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 101.78 feet;

thence south 89 degrees, 49 minutes, 28 seconds east, 48.90 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.85 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.85 feet to the point of beginning; also except,

Parcel CD09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 77.14 feet; thence north 89 degrees, 58 minutes, 23 seconds east, 46.99 feet to the point of beginning; thence north 89 degrees, 58 minutes, 23 second east, 42.73 feet; thence south 00 degrees, 01 minute, 37 seconds east, 12.85 feet; thence south 89 degrees, 58 minutes, 23 seconds west, 42.73 feet; thence north 00 degrees, 00 minutes, 47 seconds west, 12.85 feet to the point of beginning), in Cook County, Illinois.

Parcel HD14:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the city of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 252.53 feet to its point of intersection with the

present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 second east, parallel with the aforesaid east line of north state street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 55.62 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 13.87 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 11.11 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.99 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 0.66 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.94 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.69 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.65 feet; thence south 89 degrees, 40 minutes, 46 seconds west, 8.43 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.96 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 25.84 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.81 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.70 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.96 feet; thence south 89 degrees, 25 minutes, 42 seconds east, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.05 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.54 feet; thence north 89 degrees,

42 minutes, 32 seconds west, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.93 feet; thence north 89 degrees, 32 minutes, 46 seconds west, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.02 feet; thence north 89 degrees, 42 minutes, 32 seconds west 9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.19 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west,105.46 feet; thence south 89 degrees, 50 minutes, 13 seconds east, 124.98 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 220.41 feet to the point of beginning (except therefrom that part thereof described as follows:

Parcel CD01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.87 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.94 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.13 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.45 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.18 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.70 feet to the point of beginning; also except,

Parcel CD02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a

horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 28.57 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.81 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 8.92 feet; thence north 89 degrees, 44 minutes, 10 seconds west, 29.73 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.50 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.31 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 18.38 feet to the point of beginning; also except,

Parcel CD03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 16.45 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.95 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 9.05 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.93 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.25 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.96 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.61 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.99 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning; also except,

Parcel CD04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of the vacated 18 foot alley aforesaid, 19.48 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 32.68 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 9.75 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.78 feet; thence north 01 degree, 36 minutes,16 seconds west, 0.91 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 34.85 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.66 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning), in Cook County, Illinois.

Parcel HE14:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 55.68 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.66 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 21.49 feet; thence north

00 degrees, 17 minutes, 28 seconds east, 8.45 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.58 feet; thence north 89 degrees, 02 minutes, 41 seconds west, 12.08 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 19.75 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.69 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.46 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 18.71 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes,19 seconds west, along the southeasterly line of said vacated alley, 14.84 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 20.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 8.47 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.82 feet; thence north 89 degrees, 42 minutes,32 seconds west, 0.43 foot; thence south 00 degrees, 17 minutes, 28 seconds west, 0.40 foot to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 169.40 feet; thence south 89 degrees, 49 minutes, 06 seconds east, 124.91 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 54.41 feet to the point of beginning (except therefrom that part thereof described as follows:

Parcel CE08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930,101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.93 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.96 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.96 feet to the point of beginning; also except,

Parcel CE09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

Commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 00 degrees, 09 minutes, 40 second west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 76.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 46.86 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 42.83 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 13.64 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 42.83 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 13.64 feet to the point of beginning), in Cook County, Illinois.

Parcel HE15:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 in Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet;

thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minute, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 in Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 in Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 55.68 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.83 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 3.24 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 7.84 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes,19 seconds west, along the southeasterly line of said vacated alley, 10.71 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.57 foot; thence north 89 degrees, 42 minutes, 32 seconds west, 0.62 foot to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.51 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.87 feet; thence south 89 degrees, 40 minutes, 46 seconds west, 8.43 feet; thence south 00 degrees,17 minutes, 28 seconds west, 0.81 foot; thence north 89 degrees, 42 minutes, 32 seconds west, 25.74 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.70 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.96 feet; thence south 89 degrees, 25 minutes, 42 seconds east, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.25 feet; thence south 89 degrees 42 minutes, 32 seconds east, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.74 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.93 feet; thence north 89 degrees, 32 minutes, 46 seconds west, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west,

9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.19 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 105.46 feet; thence south 89 degrees, 50 minutes, 13 seconds east, 124.98 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 220.41 feet to the point of beginning, (except therefrom that part thereof described as follows:

Parcel CE01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.88 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.87 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.12 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.55 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.17 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.80 feet to the point of beginning; also except,

Parcel CE02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 27.67 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.76 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.86 feet; thence north 89 degrees, 44 minutes, 27 seconds west, 29.86 feet; thence south 00 degrees,11 minutes, 22 seconds west, 9.45 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.18 feet; thence north 00 degrees,11 minutes, 22 seconds east, 19.27 feet to the point of beginning; also except,

Parcel CE03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of north state street, aforesaid, 16.39 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.85 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 8.99 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.13 feet; thence south 00 degrees, 17 degrees, 28 seconds west, 12.90 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.73 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.94 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning; also except,

Parcel CE04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14,

East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of the vacated 18 foot alley, aforesaid, 33.85 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.03 feet to the point of beginning; thence south 89 degrees, 42 minutes, 32 seconds east, 7.74 feet; thence north 01 degrees, 36 minutes, 16 seconds west, 0.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 34.89 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.59 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.77 feet to the point of beginning), in Cook County, Illinois.

Parcel HE16:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 220.05 feet to the point of beginning; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of said vacated alley, 10.71 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.65 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.87 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.91 feet to the point of beginning, in Cook County, Illinois.

Parcel HF14:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in

Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 55.68 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.66 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 21.49 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.45 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.58 feet; thence north 89 degrees, 02 minutes, 41 seconds west, 12.08 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 19.75 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.69 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.46 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 18.71 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.84 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 20.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 8.47 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.82 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 0.43 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.40 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 169.40 feet; thence south 89 degrees, 49 minutes, 06 seconds east, 124.91 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 54.41 feet to the point of beginning, (except therefrom that part thereof described as follows:

Parcel CF08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North,

Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.93 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.96 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.96 feet to the point of beginning; also except,

Parcel CF09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 76.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 46.86 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 42.83 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 13.64 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 42.83 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 13.64 feet to the point of beginning), in Cook County, Illinois.

Parcel HF15:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 092.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2, aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 55.68 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.83 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 3.24 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 7.84 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.71 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.57 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 0.62 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.51 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.87 feet; thence south 89 degrees, 40 minutes, 46 seconds west, 8.43 feet; thence south 00 degrees,

17 minutes, 28 seconds west, 0.81 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 25.74 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.70 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.96 feet; thence south 89 degrees, 25 minutes, 42 seconds east, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.25 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.74 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.93 feet; thence north 89 degrees, 32 minutes, 46 seconds west, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.02 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.19 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 105.46 feet; thence south 89 degrees, 50 minutes, 13 seconds east, 124.98 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 220.41 feet to the point of beginning (except therefrom that part thereof described as follows:

Parcel CF01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.88 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.87 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes,36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.12 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.55 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.17 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.80 feet to the point of beginning; also except,

Parcel CF02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 27.67 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.76 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.86 feet; thence north 89 degrees, 44 minutes, 27 seconds west, 29.86 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.45 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.18 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 19.27 feet to the point of beginning; also except,

Parcel CF03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 16.39 feet; thence south 89 degrees 42 minutes, 32 seconds east, 46.85 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 8.99 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes,

28 seconds east, 12.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.90 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.73 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.94 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning; also except,

Parcel CF04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of the vacated 18 foot alley, aforesaid, 33.85 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.03 feet to the point of beginning; thence south 89 degrees, 42 minutes, 32 seconds east, 7.74 feet; thence north 01 degrees, 36 minutes, 16 seconds west, 0.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 34.89 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.59 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.77 feet to the point of beginning, in Cook County, Illinois.

Parcel HF16:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley aforesaid;

thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 220.05 feet to the point of beginning; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of said vacated alley, 10.71 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.65 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.87 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.91 feet to the point of beginning, in Cook County, Illinois.

Parcel HG14:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 55.68 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.66 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 21.49 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.45 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.58 feet; thence north 89 degrees, 02 minutes, 41 seconds west, 12.08 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 19.75 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.69 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.46 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 18.71 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.84 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 20.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 8.47 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.82 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 0.43 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.40 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley 56.04 feet; thence north 00 degrees, 11 minutes,

22 seconds east, 169.40 feet; thence south 89 degrees, 49 minutes, 06 seconds east, 124.91 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 54.41 feet to the point of beginning except therefrom that part thereof described as follows:

Parcel CG08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.93 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.96 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.96 feet to the point of beginning; also except,

Parcel CG09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said Lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 76.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 46.86 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 42.83 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 13.64 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 42.83 feet; thence north 00 degrees, 1 minutes, 22 seconds east, 13.64 feet to the point of beginning), in Cook County, Illinois.

Parcel HG15:

That part of Block 2, together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of north State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of east Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 55.68 feet; thence south

west, along the southeasterly line of said vacated alley, 55.68 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.83 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 3.24 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 7.84 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.71 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.57 foot; thence north 89 degrees, 42 minutes, 32 seconds west, 0.62 foot to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 14.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.51 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.87 feet; thence south 89 degrees, 40 minutes, 46 seconds west, 8.43 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.81 foot; thence north 89 degrees, 42 minutes, 32 seconds west, 25.74 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.70 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.96 feet; thence south 89 degrees, 25 minutes, 42 seconds east, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.25 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.74 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.93 feet; thence north 89 degrees, 32 minutes, 46 seconds west, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.02 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.19 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 105.46 feet; thence south 89 degrees, 50 minutes, 13 seconds east, 124.98 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 220.41 feet to the point of beginning, except therefrom that part thereof described as follows:

Parcel CG01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago

aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.88 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.87 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.12 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.55 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.17 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.80 feet to the point of beginning; also except,

Parcel CG02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 27.67 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.76 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.86 feet; thence north 89 degrees 44 minutes, 27 seconds west, 29. 86 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.45 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.18 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 19.27 feet to the point of beginning; also except

Parcel CG03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14,

East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 16.39 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.85 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 8.99 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.90 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.73 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.94 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning; also except,

Parcel CG04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east along the southeasterly line of the vacated 18 foot alley aforesaid, 33.85 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.03 feet to the point of beginning; thence south 89 degrees, 42 minutes, 32 seconds east, 7.74 feet; thence north 01 degree, 36 minutes, 16 seconds west, 0.82 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 34.89 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.59 feet; thence north

89 degrees, 42 minutes, 32 seconds west, 42.60 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.77 feet to the point of beginning, in Cook County, Illinois.

Parcel HG16:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 220.05 feet to the point of beginning; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of said vacated alley, 10.71 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.65 feet; thence north 89 degrees, 46 minutes, 43 second west, 7.87 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.91 feet to the point of beginning, in Cook County, Illinois.

Attachment 2.
(To Legal Description Of Phase I)

Option Parcel HH14:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said

vacated alley, 55.68 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.66 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 21.49 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.45 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.58 feet; thence north 89 degrees, 02 minutes, 41 seconds west, 12.08 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 19.75 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.69 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.46 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 18.71 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 14.84 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 20.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 8.47 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 10.82 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 0.43 foot; thence south 00 degrees, 17 minutes, 28 seconds west, 0.40 foot to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 169.40 feet; thence south 89 degrees, 49 minutes, 06 seconds east, 124.91 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 54.41 feet to the point of beginning (except therefrom that part thereof described as follows:

Parcel CH08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930, 101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.93 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.96 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.96 feet to the point of beginning; also except,

Parcel CH09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 76.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 46.86 feet to the point of beginning; thence south 89 degrees, 49 degrees, 28 seconds east, 42.83 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 13.64 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 42.83 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 13.64 feet to the point of beginning), in Cook County, Illinois.

Option Parcel HH15:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence

north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 149.25 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 55.68 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.83 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 3.24 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 7.84 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 10.71 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.57 foot; thence north 89 degrees, 42 minutes, 32 seconds west, 0.62 foot to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 14.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.51 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.87 feet; thence south 89 degrees, 40 minutes, 46 seconds west, 8.43 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 0.81 foot; thence north 89 degrees, 42 minutes, 32 seconds west, 25.74 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 10.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.70 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.96 feet; thence south 89 degrees, 25 minutes, 42 seconds east, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.25 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.74 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.93 feet; thence north 89 degrees, 32 minutes, 46 seconds west, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.02 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.34 feet; thence north 00 degrees, 17 minutes,

28 seconds east, 12.19 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 56.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 105.46 feet; thence south 89 degrees, 50 minutes, 13 seconds east, 124.98 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 220.41 feet to the point of beginning (except therefrom that part thereof described as follows:

Parcel CH01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.88 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.87 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.12 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.55 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.17 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.80 feet to the point of beginning; also except,

Parcel CH02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 27.67 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.76 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.86 feet; thence north 89 degrees, 44 minutes, 27 seconds west, 29.86 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.45 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.18 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 19.27 feet to the point of beginning; also except,

Parcel CH03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 16.39 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.85 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 8.99 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.90 feet; thence south 89 degrees, 37 minutes, 43 seconds, east, 13.73 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.94 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning; also except,

Parcel CH04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's

Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of the vacated 18 foot alley aforesaid, 33.85 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.03 feet to the point of beginning; thence south 89 degrees, 42 minutes, 32 seconds east, 7.74 feet; thence north 01 degree, 36 minutes, 16 seconds west, 0.82 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 34.89 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.59 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.77 feet to the point of beginning), in Cook County, Illinois.

Option Parcel HH16:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 220.05 feet to the point of beginning; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of said vacated alley, 10.71 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.65 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.87 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.91 feet to the point of beginning, in Cook County, Illinois.

Exhibit "1-B".
(To Ordinance)

Phase II.

Office.

Legal Description:

[See Attachment 3]

[See Attachment 2 -- Option Parcel]

Permanent Index Numbers: (subject to petition for division):

17-10-135-009-0000;

17-10-135-013-0000;

17 -10-135-014-0000;

17-10-135-021-0000;

17-10-135-023-0000; and

17 -10-135-024-0000.

Address Commonly Known As:

330 North Wabash Avenue.

Portion of 1st Floor, Floors 15 -- 42, and Option Parcel (if Oxford doesn't exercise its option to purchase Option Parcel).

[Attachment 2 referred to in this Legal Description of Phase II constitutes Attachment 2 to Legal Description of Phase I and printed on pages 20393 through 20399 of this *Journal*.]

Attachment 3 referred to in this Legal Description of Phase II reads as follows:

Attachment 3.
(To Legal Description Of Phase II)

Parcel CA01:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degree, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 second west, along the southeasterly line of said vacated alley, 326.98 feet to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street, aforesaid, 223.16 feet to the point of beginning, in Cook County, Illinois.

Parcel CA02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63, degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east,

18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2, aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 326.98 feet to the point of beginning, in Cook County, Illinois.

Parcel CB04:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in Fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 326.98 feet to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street, aforesaid, 223.16 feet to the point of beginning, except therefrom that part thereof described as follows:

Parcel HB02:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North,

Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 140.77 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 51.70 feet to the point of beginning; thence south 89 degrees, 46 minutes, 43 seconds east, 8.04 feet; thence south 00 degrees, 13 minutes, 17 seconds west, 10.65 feet; thence north 89 degrees, 43 minutes, 24 seconds west, 8.04 feet; thence north 00 degrees, 13 minutes, 17 seconds east, 10.64 feet to the point of beginning; also except,

Parcel HB03:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 00 degrees,09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 67.98 feet; thence south 89 degrees 47 minutes, 02 seconds east, 43.51 feet to the point of beginning; thence south 89 degrees, 47 minutes, 02 seconds east, 49.78 feet; thence south 00 degrees, 02 minutes, 08 seconds west, 11.16 feet; thence north 89 degrees, 54 minutes, 30 seconds west, 49.89 feet; thence north 00 degrees, 35 minutes, 35 seconds east, 11.27 feet to the point of beginning, in Cook County, Illinois.

Parcel CB05:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an

elevation of 30.57 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 20.32 feet; thence north 89 degrees, 53 minutes, 30 seconds west, 38.81 feet; thence north 00 degrees, 06 minutes, 25 seconds east, 19.51 feet; thence north 89 degrees, 53 minutes, 21 seconds west, 9.37 feet; thence south 00 degrees, 06 minutes, 39 seconds west, 22.12 feet; thence north 89 degrees, 50 minutes, 11 seconds west, 49.59 feet; thence north 00 degrees, 06 minutes, 39 seconds east, 12.95 feet; thence south 89 degrees, 53 minutes, 21 seconds east, 15.38 feet; thence north 00 degrees, 06 minutes, 39 seconds east, 29.76 feet; thence south 89 degrees, 54 minutes, 21 seconds east, 34.20 feet; thence south 00 degrees, 04 minutes, 36 seconds west, 9.37 feet; thence south 89 degrees, 53 minutes, 19 seconds east, 16.35 feet; thence south 00 degrees, 06 minutes, 25 seconds west, 20.78 feet; thence south 89 degrees, 53 minutes, 30 seconds east, 27.68 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 3.30 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees,10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees 10 minutes 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2, aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot

alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 326.98 feet to the point of beginning, in Cook County, Illinois.

Parcel CB08:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 56.40 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35, minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 20.32 feet to the point of beginning; thence north 89 degrees, 53 minutes, 30 seconds west, 38.81 feet; thence north 00 degrees, 06 minutes, 25 seconds east, 19.51 feet; thence north 89 degrees, 53 minutes, 21 seconds west, 43.58 feet; thence north 00 degrees, 06 minutes, 39 seconds east, 11.29 feet; thence south 89 degrees, 53 minutes, 19 seconds east, 50.56 feet; thence south 00 degrees, 06 minutes, 25 seconds west, 20.78 feet; thence south 89 degrees, 53 minutes, 30 seconds east, 27.68 feet; thence south 22 degrees, 24 minutes, 30 seconds east, 10.85 feet to the point of beginning, in Cook County, Illinois.

Parcel CC01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street

in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.33 feet; thence south 89 degrees, 46 minutes, 15 seconds east, 63.34 feet to the point of beginning; thence north 00 degrees, 13 minutes, 45 seconds east, 6.87 feet; thence south 89 degrees, 44 minutes, 31 seconds east, 9.98 feet; thence south 00 degrees,13 minutes, 45 seconds west, 6.86 feet; thence north 89 degrees, 46 minutes, 15 seconds west, 9.98 feet to the point of beginning, in Cook County, Illinois.

Parcel CC02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 58.12 feet; thence south 89 degrees, 42 minutes, 17 seconds east, 46.91 feet to the point of beginning; thence south 89 degrees, 42 minutes, 17 seconds, east, 11.60 feet; thence south 00 degrees, 13 minutes, 45 seconds west, 9.27 feet; thence north 89 degrees, 44 minutes, 32 seconds west, 11.60 feet; thence north 00 degrees, 13 minutes, 45 seconds east, 9.28 feet to the point of beginning, in Cook County, Illinois.

Parcel CC03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 north, Range 14, East of the Third

Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 58.12 feet; thence south 89 degrees, 42 minutes, 17seconds east, 87.59 feet to the point of beginning; thence south 89 degrees, 42 minutes, 17 seconds east, 4.68 feet; thence south 00 degrees, 13 minutes, 45 seconds west, 9.25 feet; thence north 89 degrees, 44 minutes, 30 seconds west, 4.68 feet; thence north 00 degrees, 13 minutes, 45 seconds east, 9.25 feet to the point of beginning, in Cook County, Illinois.

Parcel CC04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 28.31 feet; thence south 89 degrees, 39 minutes, 54 seconds east, 48.84 feet to the point of beginning; thence south 89 degrees, 39 minutes, 54 seconds east, 40.92 feet; thence south 00 degrees, 20 minutes, 06 seconds west, 18.36 feet; thence north 89, degrees, 39 minutes, 54 seconds west, 1.76 feet; thence north 00 degrees, 20 minutes, 06 seconds east, 9.36 feet; thence north 89 degrees, 44 minutes, 30 seconds west, 29.42 feet; thence south 00 degrees, 20 minutes, 06 seconds west, 9.32 feet; thence north 89 degrees, 39 minutes, 54 seconds west, 9.74 feet; thence north 00 degrees, 20 minutes, 06 seconds east, 18.36 feet to the point of beginning, in Cook County, Illinois.

Parcel CC05:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 2.55 feet; thence south 89 degrees, 42 minutes, 47 seconds east, 47.13 feet to the point of beginning; thence south 89 degrees, 42 minutes, 47 seconds east, 45.10 feet; thence south 00 degrees, 25 minutes, 50 seconds west, 9.65 feet; thence north 89 degrees, 37 minutes, 31 seconds west, 2.45 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 4.16 feet; thence north 89 degrees, 37 minutes, 31 seconds west, 42.64 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 13.74 feet to the point of beginning, in Cook County, Illinois.

Parcel CC06:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east along the southeasterly line of said vacated alley, 35.73 feet; thence south 89 degrees, 42 minutes, 47 seconds east, 20.64 feet to the point of beginning; thence south 89 degrees, 42 minutes, 47 seconds east, 2.87 feet; thence south 00 degrees, 00 minutes, 00 seconds west,

1.83 feet; thence south 89 degrees, 48 minutes, 43 seconds east, 35.30 feet; thence north 00 degrees, 00 minutes, 00 seconds east, 2.65 feet; thence south 89 degrees, 42 minutes, 47 seconds east, 7.01 feet; thence south 00 degrees, 00 minutes, 00 seconds west, 12.83 feet; thence north 89 degrees, 42 minutes, 47 seconds west, 45.26 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 11.95 feet to the point of beginning, in Cook County, Illinois.

Parcel CC07:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.65 feet to the point of beginning; thence south 89 degrees, 29 minutes, 55 seconds east, 24.94 feet; thence south 00 degrees,00 minutes, 00 seconds west, 12.08 feet; thence north 89 degrees, 29 minutes, 55 seconds west, 5.09 feet; thence north 00 degrees, 00 minutes, 00 seconds east, 3.32 feet; thence north 89 degrees, 41 minutes, 05 seconds west, 29.44 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of said vacated alley, 13.00 feet to the point of beginning, in Cook County, Illinois.

Parcel CC08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds, east along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.65 feet to the point of beginning; thence north 89 degrees, 29 minutes, 55 seconds west, 20.29 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 10.34 feet; thence south 89 degrees, 29 minutes, 55 seconds east, 2.41 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 1.46 feet; thence south 89 degrees, 41 minutes, 05 seconds east, 8.34 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of said vacated alley, 13.00 feet to the point of beginning, in Cook County, Illinois.

Parcel CC09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 Feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street, 101.35 feet; thence south 89 degrees, 27 minutes, 33 seconds east, 48.84 feet to the point of beginning; thence south 89 degrees, 27 minutes, 33 seconds east, 40.98 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 17.99 feet; thence north 89 degrees, 27 minutes, 33 seconds west, 40.86 feet; thence north 00 degrees, 00 minutes, 22 seconds east, 17.99 feet to the point of beginning, in Cook County, Illinois.

Parcel CC10:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, 79.51 feet; thence south 89 degrees, 33 minutes, 06 seconds east, 46.97 feet to the point

of beginning; thence south 89 degrees, 33 minutes, 06 seconds east, 16.42 feet; thence north 00 degrees, 00 minutes, 22 seconds east, 5.67 feet; thence south 89 degrees, 33 minutes, 06 seconds east, 9.87 feet; thence south 00 degrees, 00 minutes, 22 seconds west, 5.67 feet; thence south 89 degrees, 33 minutes, 06 seconds east, 13.13 feet; thence south 00 degrees, 00 minutes, 22 seconds west, 2.60 feet; thence south 89 degrees, 33 minutes, 06 seconds east, 5.85 feet; thence south 00 degrees, 00 minutes, 22 seconds west, 7.48 feet; thence north 89 degrees, 33 minutes, 06 seconds west, 45.37 feet; thence north 00 degrees, 32 minutes, 56 seconds east, 10.08 feet to the point of beginning, in Cook County, Illinois.

Parcel CC11:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 201.70 feet to the point of beginning; thence north 00 degrees, 22 minutes, 29 seconds east, 2.06 feet; thence north 89 degrees, 29 minutes, 55 seconds west, 2.41 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 4.36 feet; thence north 89 degrees, 27 minutes, 33 seconds west, 42.77 feet; thence south 00 degrees, 37 minutes, 44 seconds west, 19.65 feet; thence south 89 degrees, 30 minutes, 23 seconds east, 5.42 feet; thence north 00 degrees, 22 minutes, 29 seconds east, 10.48 feet; thence south 89 degrees, 46 minutes, 43 seconds east, 7.12 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 10.51 feet; thence south 89 degrees, 30 minutes, 01 second east, 18.52 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence north 47 degrees, 33 minutes, 19 seconds east along the southeasterly line of said vacated alley, 19.38 feet to the point of beginning, in Cook County, Illinois.

Parcel CC12:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 201. 70 feet to the point of beginning; thence south 00 degrees, 22 minutes, 29 seconds west, 7.76 feet; thence north 89 degrees, 29 minutes, 55 seconds west, 6.94 feet; thence south 00 degrees, 22 minutes, 29 seconds west, 5.44 feet; thence north 89 degrees, 30 minutes, 01 second west, 7.27 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence north 47 degrees, 33 minutes, 19 seconds east along the southeasterly line of said vacated alley, 19.38 feet to the point of beginning, in Cook County, Illinois.

Parcel CC15:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 0 degrees, 9 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds

west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east, a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 220.41 feet; thence north 89 degrees, 50 minutes, 13 seconds west, 124.98 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 105.46 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to the point of beginning, in Cook County, Illinois.

Parcel CC16:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 60.81 feet, Chicago City datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 149.25 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 54.41 feet; thence north 89 degrees, 49 minutes, 06 seconds west, 124.91 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 169.40 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 7.94 feet to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge Ordinance passed by the City Council of the City of Chicago on July 29,1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street aforesaid, 223.16 feet to the point of beginning, in Cook County, Illinois.

Parcel CD01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the

Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.87 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.94 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.13 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.45 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.18 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.70 feet to the point of beginning, in Cook County, Illinois.

Parcel CD02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 28.57 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.81 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 8.92 feet; thence north 89 degrees, 44 minutes, 10 seconds west, 29.73 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.50 feet; thence north 89 degrees,

48 minutes, 38 seconds west, 9.31 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 18.38 feet to the point of beginning, in Cook County, Illinois.

Parcel CD03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 16.45 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.95 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 9.05 feet; thence south 89, degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.93 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.25 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.96 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.61 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.99 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning, in Cook County, Illinois.

Parcel CD04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the

east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of the vacated 18 foot alley, aforesaid, 19.48 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 32.68 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 9.75 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.78 feet; thence north 01 degrees, 36 minutes, 16 seconds west, 0.91 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 34.85 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.66 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning, in Cook County, Illinois.

Parcel CD05:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.58 foot; thence south 00 degrees, 17 minutes, 28 seconds west, 12.19 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.02 feet; thence south 89 degrees, 32 minutes, 46 seconds east, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.93 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.54 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.05 feet; thence north 89 degrees, 25 minutes, 42 seconds west, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.96 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.70 feet to the point of beginning, in Cook County, Illinois.

Parcel CD06:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly

known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.84 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 15.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 25.84 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.96 foot; thence north 89 degrees, 40 minutes, 46 seconds east, 8.43 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.65 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 22.69 feet to the point of beginning, in Cook County, Illinois.

Parcel CD07:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.87 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 16.03 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 18.61 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.46 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.69 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 19.75 feet; thence south 89 degrees, 02 minutes, 41 seconds east, 12.08 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.58 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.35 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 21.43 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.72 feet to the point of beginning, in Cook County, Illinois.

Parcel CD08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.90 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.85 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.85 feet to the point of beginning, in Cook County, Illinois.

Parcel CD09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 77.14 feet; thence north 89 degrees, 58 minutes, 23 seconds east, 46.99 feet to the point of beginning; thence north 89 degrees, 58 minutes, 23 seconds east, 42.73 feet; thence south 00 degrees, 01 minutes, 37 seconds east, 12.85 feet; thence south 89 degrees, 58 minutes, 23 seconds west, 42.73 feet; thence north 00 degrees, 00 minutes, 47 seconds west, 12.85 feet to the point of beginning, in Cook County, Illinois.

Parcel CD10:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an

elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.87 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 16.03 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 0.66 foot; thence south 00 degrees, 17 minutes, 28 seconds west, 2.99 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 11.11 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 13.87 feet to the point of beginning, in Cook County, Illinois.

Parcel CD11:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley,235.84 feet to the point of beginning; thence south 47 degrees, 33 minutes,19 seconds west, along the southeasterly line of said vacated alley, 15.77 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 8.37 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.70 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 19.95 feet to the point of beginning, in Cook County, Illinois.

Parcel CD12:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes,19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.58 foot; thence north 00 degrees, 17 minutes, 28 seconds east, 0.40 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 0.43 foot to the point of beginning, in Cook County, Illinois.

Parcel CD15:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 9 minutes, 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet,

concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes,19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 220.41 feet; thence north 89 degrees, 50 minutes, 13 seconds west, 124.98 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 105.46 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to the point of beginning, in Cook County, Illinois.

Parcel CD16:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said Lots, all taken as a tract, lying below a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 74.32 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes,19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence north 00 degrees, 10 minutes,32 seconds east, 54.41 feet; thence north 89 degrees, 49 minutes, 06 seconds west, 124.91 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 169.40 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes,19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street aforesaid, 223.16 feet to the point of beginning, in Cook County, Illinois.

Parcel CE01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an

elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 74.88 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.87 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.12 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.55 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.17 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.80 feet to the point of beginning, in Cook County, Illinois.

Parcel CE02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 27.67 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.76 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.86 feet; thence north 89 degrees, 44 minutes, 27 seconds west, 29.86 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.45 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.18 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 19.27 feet to the point of beginning, in Cook County, Illinois.

Parcel CE03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 16.39 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.85 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 8.99 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.90 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.73 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.94 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning, in Cook County, Illinois.

Parcel CE04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of the vacated 18 foot alley, aforesaid, 33.85 feet; thence south 89 degrees, 42 minutes, 32 seconds

22.03 feet to the point of beginning; thence south 89 degrees, 42 minutes, 32 seconds east, 7.74 feet; thence north 01 degrees, 36 minutes, 16 seconds west, 0.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 34.89 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.59 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.77 feet to the point of beginning, in Cook County, Illinois.

Parcel CE05:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in Fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.58 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.19 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.02 feet; thence south 89 degrees, 32 minutes, 46 seconds east, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.93 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.74 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.25 feet; thence north 89 degrees, 25 minutes, 42 seconds west, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.96 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.70 feet to the point of beginning, in Cook County, Illinois.

Parcel CE06:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street

in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.73 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 15.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 25.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.81 feet; thence north 89 degrees, 40 minutes, 46 seconds east, 8.43 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.87 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 22.51 feet to the point of beginning, in Cook County, Illinois.

Parcel CE07:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.93 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 4.41 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.65 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.87 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.91 feet; thence south 47 degrees, 33 minutes, 19 seconds west, 0.84 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 18.71 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.46 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.69 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 5.25 feet; thence north 00 degrees,17 minutes, 28 seconds east, 19.75 feet; thence south 89 degrees, 02 minutes, 41 seconds east, 12.08 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.58 feet; thence south 89 degrees,

42 minutes, 32 seconds east, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.45 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 21.49 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.66 feet to the point of beginning, in Cook County, Illinois.

Parcel CE08:

That part of lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.93 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.96 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.96 feet to the point of beginning, in Cook County, Illinois.

Parcel CE09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the city of Chicago on July 29, 1930, 76.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 46.86 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 42.83 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 13.64 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 42.83 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 13.64 feet to the point of beginning, in Cook County, Illinois.

Parcel CE10:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, east of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.58 foot; thence north 00 degrees, 17 minutes, 28 seconds east, 0.40 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 0.43 foot to the point of beginning, in Cook County, Illinois.

Parcel CE11:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.73 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 15.87 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 8.47 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 20.13 feet to the point of beginning, in Cook County, Illinois.

Parcel CE12:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the

Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 220.05 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 0.62 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.57 feet to the point of beginning, in Cook County, Illinois.

Parcel CE13:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.93 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 4.41 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 7.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 3.24 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.83 feet to the point of beginning, in Cook County, Illinois.

Parcel CE17:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North,

Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 54.41 feet; thence north 89 degrees, 49 minutes, 06 seconds west, 124.91 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 169.40 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street aforesaid, 223.16 feet to the point of beginning, in Cook County, Illinois.

Parcel CE18:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 86.64 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence

north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 in Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 220.41 feet; thence north 89 degrees, 50 minutes, 13 seconds west, 124.98 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 105.46 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to the point of beginning, in Cook County, Illinois.

Parcel CF01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street aforesaid, 74.88 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.87 feet

to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.12 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.55 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.17 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.80 feet to the point of beginning, in Cook County, Illinois.

Parcel CF02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street aforesaid, 27.67 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.76 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.86 feet; thence north 89 degrees, 44 minutes, 27 seconds west, 29.86 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.45 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.18 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 19.27 feet to the point of beginning, in Cook County, Illinois.

Parcel CF03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street aforesaid, 16.39 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.85 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 8.99 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.90 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.73 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.94 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning, in Cook County, Illinois.

Parcel CF04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east along the southeasterly line of the vacated 18 foot alley, aforesaid, 33.85 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.03 feet to the point of beginning; thence south 89 degrees, 42 minutes, 32 seconds east, 7.74 feet; thence north 01 degree, 36 minutes, 16 seconds west, 0.82 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 34.89 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.59 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.77 feet to the point of beginning, in Cook County, Illinois.

Parcel CF05:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the

Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new north Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 0.58 foot; thence south 00 degrees, 17 minutes, 28 seconds west, 12.19 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.02 feet; thence south 89 degrees, 32 minutes, 46 seconds east, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.93 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.74 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.25 feet; thence north 89 degrees, 25 minutes, 42 seconds west, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.96 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.70 feet to the point of beginning, in Cook County, Illinois.

Parcel CF06:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 235.73 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 15.87 feet; thence south

89 degrees, 42 minutes, 32 seconds east, 25.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.81 foot; thence north 89 degrees, 40 minutes, 46 seconds east, 8.43 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.87 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 22.51 feet to the point of beginning, in Cook County, Illinois.

Parcel CF07:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 204.93 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 4.41 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.65 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.87 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.91 feet; thence south 47 degrees, 33 minutes, 19 seconds west 0.84 foot; thence north 89 degrees, 42 minutes, 32 seconds west, 18.71 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.46 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.69 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 19.75 feet; thence south 89 degrees, 02 minutes, 41 seconds east, 12.08 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.58 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.45 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 21.49 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.66 feet to the point of beginning, in Cook County, Illinois.

Parcel CF08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.93 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.96 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.96 feet to the point of beginning, in Cook County, Illinois.

Parcel CF09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 76.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 46.86 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 42.83 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 13.64 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 42.83 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 13.64 feet to the point of beginning, in Cook County, Illinois.

Parcel CF10:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of

said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley 0.58 foot; thence north 00 degrees, 17 minutes, 28 seconds east, 0.40 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 0.43 foot to the point of beginning, in Cook County, Illinois.

Parcel CF11:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 235.73 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west along the southeasterly line of said vacated alley, 15.87 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 8.47 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 20.13 feet to the point of beginning, in Cook County, Illinois.

Parcel CF12:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 220.05 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds

west, along the southeasterly line of said vacated alley, 0.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 0.62 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.57 feet to the point of beginning, in Cook County, Illinois.

Parcel CF13:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.93 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 4.41 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 7.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 3.24 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.83 feet to the point of beginning, in Cook County, Illinois.

Parcel CF17:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minute, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 54.41 feet; thence north 89 degrees, 49 minutes, 06 seconds west, 124.91 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 169.40 feet to its point of intersection

with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street aforesaid, 223.16 feet to the point of beginning, in Cook County, Illinois.

Parcel CF18:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 185.33 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees 09 minutes, 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of

59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2, aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 220.41 feet; thence north 89 degrees, 50 minutes, 13 seconds west, 124.98 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 105.46 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to the point of beginning, in Cook County, Illinois.

Parcel CG01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated north Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.88 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.87 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.12 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.55 feet; thence north 00 degrees, 07 minutes, 24 seconds east, 9.17 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.80 feet to the point of beginning, in Cook County, Illinois.

Parcel CG02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street

in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 27.67 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.76 feet to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.86 feet; thence north 89 degrees, 44 minutes, 27 seconds west, 29.86 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.45 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.18 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 19.27 feet to the point of beginning, in Cook County, Illinois.

Parcel CG03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 16.39 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.85 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 8.99 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.90 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.73 feet; thence south 00 degrees, 17 minutes,

28 seconds west, 8.94 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet to the point of beginning, in Cook County, Illinois.

Parcel CG04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of the vacated 18 foot alley, aforesaid, 33.85 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.03 feet to the point of beginning; thence south 89 degrees, 42 minutes, 32 seconds east, 7.74 feet; thence north 01 degrees, 36 minutes, 16 seconds west, 0.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 34.89 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.59 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.77 feet to the point of beginning, in Cook County, Illinois.

Parcel CG05:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as new North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of

Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.58 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.19 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.02 feet; thence south 89 degrees, 32 minutes, 46 seconds east, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.93 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.74 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.25 feet; thence north 89 degrees, 25 minutes, 42 seconds west, 24.97 feet; thence north 00 degrees, 7 minutes, 28 seconds, east, 4.96 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.70 feet to the point of beginning, in Cook County, Illinois.

Parcel CG06:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.73 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 15.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 25.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.81 feet; thence north 89 degrees, 40 minutes, 46 seconds east, 8.43 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.87 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 22.51 feet to the point of beginning, in Cook County, Illinois.

Parcel CG07:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to

in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.93 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 4.41 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.65 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.87 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.91 feet; thence south 47 degrees, 33 minutes, 19 seconds west, 0.84 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 18.71 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.46 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.69 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 19.75 feet; thence south 89 degrees, 02 minutes, 41 seconds east, 12.08 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.58 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.45 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 21.49 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.66 feet to the point of beginning, in Cook County, Illinois.

Parcel CG08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.93 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.96 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.96 feet to the point of beginning, in Cook County, Illinois.

Parcel CG09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930, 76.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 46.86 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 42.83 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 13.64 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 42.83 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 13.64 feet to the point of beginning, in Cook County, Illinois.

Parcel CG10:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.58 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.40 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 0.43 foot to the point of beginning, in Cook County, Illinois.

Parcel CG11:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North,

Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.73 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 15.87 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 8.47 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 20.13 feet to the point of beginning, in Cook County, Illinois.

Parcel CG12:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 of Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 220.05 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 0.62 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.57 foot to the point of beginning, in Cook County, Illinois.

Parcel CG13:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly

known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.93 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 4.41 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 7.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 3.24 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.83 feet to the point of beginning, in Cook County, Illinois.

Parcel CG17:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 54.41 feet; thence north 89 degrees, 49 minutes, 06 seconds west, 124.91 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 169.40 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet, to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street, aforesaid, 223.16 feet to the point of beginning, in Cook County, Illinois.

Parcel CG18:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the

Third Principal Meridian, together with that part of vacated Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 197.62 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet, to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 degrees, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east, a distance of 59.34 feet, to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2, aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 220.41 feet; thence north 89 degrees, 50 minutes, 13 seconds west, 124.98 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 105.46 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to the point of beginning, in Cook County, Illinois.

Parcel CH01:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 74.88 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 46.87 feet to the point of beginning; thence north 00 degrees, 07 minutes, 24 seconds east, 16.43 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 11.43 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 9.12 feet; thence south 89 degrees, 44 minutes, 33 seconds east, 29.55 feet; thence north 00, degrees, 07 minutes, 24 seconds east, 9.17 feet; thence south 89 degrees, 52 minutes, 36 seconds east, 1.82 feet; thence south 00 degrees, 07 minutes, 24 seconds west, 16.41 feet; thence north 89 degrees, 52 minutes, 36 seconds west, 42.80 feet to the point of beginning, in Cook County, Illinois.

Parcel CH02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence south 00 degrees,09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 27.67 feet; thence south 89 degrees, 48 minutes, 38 seconds east, 48.76 feet

to the point of beginning; thence south 89 degrees, 48 minutes, 38 seconds east, 39.04 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.86 feet; thence north 89 degrees, 44 minutes, 27 seconds west, 29.86 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 9.45 feet; thence north 89 degrees, 48 minutes, 38 seconds west, 9.18 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 19.27 feet to the point of beginning, in Cook County, Illinois.

Parcel CH03:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 6.39 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 46.85 feet to the point of beginning; thence north 00 degrees, 17 minutes, 28 seconds east, 8.99 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 12.74 feet; thence north 00 degrees 17 minutes, 28 seconds east, 12.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 16.13 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.90 feet; thence south 89 degrees, 37 minutes, 43 seconds east, 13.73 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.94 feet; thence north 89 degrees,42 minutes, 32 seconds west, 42.60 feet to the point of beginning, in Cook County, Illinois.

Parcel CH04:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930; thence north 47 degrees, 33 minutes, 19 seconds east, along the southeasterly line of the vacated 18 foot alley, aforesaid, 33.85 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 22.03 feet to the point of beginning; thence south 89 degrees, 42 minutes, 32 seconds east, 7.74 feet; thence north 01 degrees, 36 minutes, 16 seconds west, 0.82 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 34.89 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.59 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 42.60 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.77 feet to the point of beginning, in Cook County, Illinois.

Parcel CH05:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.58 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 12.19 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.34 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 5.02 feet; thence south 89 degrees, 32 minutes, 46 seconds east, 25.11 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 4.93 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 7.95 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 12.74 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 9.30 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 5.25 feet; thence north 89 degrees, 25 minutes, 42 seconds west, 24.97 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 4.96 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 7.70 feet to the point of beginning, in Cook County, Illinois.

Parcel CH06:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.73 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 15.87 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 25.74 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 0.81 feet; thence north 89 degrees, 40 minutes, 46 seconds east, 8.43 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 9.87 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 22.51 feet to the point of beginning, in Cook County, Illinois.

Parcel CH07:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.93 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 4.41 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 2.65 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.87 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 9.91 feet; thence south 47 degrees, 33 minutes, 19 seconds west, 0.84 feet; thence north 89 degrees, 42 minutes, 32 seconds west,

18.71 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.46 feet; thence north 89 degrees, 46 minutes, 43 seconds west, 7.07 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 10.69 feet; thence north 89 degrees, 42 minutes, 32 seconds west, 5.25 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 19.75 feet; thence south 89 degrees, 02 minutes, 41 seconds east, 12.08 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 8.58 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 9.19 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.45 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 21.49 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 8.66 feet to the point of beginning, Cook County, Illinois.

Parcel CH08:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29,1930, 101.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 48.93 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 39.04 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 17.96 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 39.04 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 17.96 feet to the point of beginning, in Cook County Illinois.

Parcel CH09:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the

City of Chicago on July 29, 1930, 76.78 feet; thence south 89 degrees, 49 minutes, 28 seconds east, 46.86 feet to the point of beginning; thence south 89 degrees, 49 minutes, 28 seconds east, 42.83 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 13.64 feet; thence north 89 degrees, 49 minutes, 28 seconds west, 42.83 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 13.64 feet to the point of beginning, in Cook County, Illinois.

Parcel CH10:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 262.42 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.58 foot; thence north 00 degrees, 17 minutes, 28 seconds east, 0.40 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 0.43 foot to the point of beginning, in Cook County, Illinois.

Parcel CH11:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 235.73 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 15.87 feet; thence north 89 degrees, 42 minutes, 32 seconds

west, 8.47 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.77 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 20.13 feet to the point of beginning, in Cook County, Illinois.

Parcel CH12:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 220.05 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 0.84 foot; thence south 89 degrees, 42 minutes, 32 seconds east, 0.62 foot; thence north 00 degrees, 17 minutes, 28 seconds east, 0.57 foot to the point of beginning, in Cook County, Illinois.

Parcel CH13:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

commencing at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of a vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 204.93 feet to the point of beginning; thence south 47 degrees, 33 minutes, 19 seconds

west, along the southeasterly line of said vacated alley, 4.41 feet; thence south 00 degrees, 17 minutes, 28 seconds west, 7.84 feet; thence south 89 degrees, 42 minutes, 32 seconds east, 3.24 feet; thence north 00 degrees, 17 minutes, 28 seconds east, 10.83 feet to the point of beginning, in Cook County, Illinois.

Parcel CH17:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence north 00 degrees, 10 minutes, 32 seconds east, 54.41 feet; thence north 89 degrees, 49 minutes, 06 seconds west, 124.91 feet; thence south 00 degrees, 11 minutes, 22 seconds west, 169.40 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street aforesaid, 223.16 feet to the point of beginning, in Cook County, Illinois.

Parcel CH18:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying below a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying above a horizontal plane having an elevation of 209.95 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the

east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes 40 seconds west 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 second east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly, and whose chord bears north 50 degrees, 02 minutes, 35 seconds east a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2 aforesaid, 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 149.25 feet; thence south 00 degrees, 10 minutes, 32 seconds west, 220.41 feet; thence north 89 degrees, 50 minutes, 13 seconds west, 124.98 feet; thence north 00 degrees, 11 minutes, 22 seconds east, 105.46 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 7.94 feet to the point of beginning, in Cook County, Illinois.

Parcel CI01:

That part of Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with the vacated 18 foot alley which lies southeast of and adjoining said lots, all taken as a tract, lying above a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the northwest corner of Block 2 in Kinzie's Addition, aforesaid; thence south 89 degrees, 24 minutes, 20 seconds east, along the north line thereof, 240.67 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 326.98 feet to its point of intersection with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence north 00 degrees, 09 minutes, 40 seconds east, along the east line of North State Street, aforesaid, 223.16 feet to the point of beginning, in Cook County, Illinois.

Parcel CI02:

That part of Block 2 together with that part of Water Lots 2 to 8, both inclusive, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of vacated West Carroll Avenue (formerly known as New North Water Street) together with that part of vacated North Water Street in the City of Chicago, all taken as a tract, lying above a horizontal plane having an elevation of 222.27 feet, Chicago City Datum and lying within its horizontal boundary project vertically and described as follows:

beginning at the point of intersection of the southeasterly line of the vacated 18 foot alley which lies southeast of and adjoining Lots 1 to 4, both inclusive, in County Clerk's Subdivision of Lots 1 to 4 in Block 2 in Kinzie's Addition to Chicago, aforesaid, with the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930; thence south 00 degrees, 09 minutes, 40 seconds west, along the east line of North State Street, aforesaid, 252.53 feet to its point of intersection with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 in Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 34.47 feet; thence north 00 degrees, 09 minutes, 40 seconds east, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.61 feet; thence south 53 degrees, 26 minutes, 39 seconds west, 5.22 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence north 00 degrees, 09 minutes, 40 seconds east, parallel with the aforesaid east line of North State Street, 10.74 feet; thence north 32 degrees, 10 minutes, 50 seconds east, 92.11 feet to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 47 degrees, 42 minutes, 36 seconds east, 66.93 feet; thence northeasterly 59.35 feet along the arc of a circle, having a radius of 728.78 feet, concave southeasterly,

and whose chord bears north 50 degrees, 02 minutes, 35 seconds east, a distance of 59.34 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 89 degrees, 24 minutes, 20 seconds west, along the north line of Block 2, aforesaid 34.54 feet to its point of intersection with the southeasterly line of the vacated 18 foot alley, aforesaid; thence south 47 degrees, 33 minutes, 19 seconds west, along the southeasterly line of said vacated alley, 326.98 feet to the point of beginning, in Cook County, Illinois.

Exhibit 2.
(To Ordinance)

City Of Chicago

Commission On Chicago Landmarks

November 1, 2007

Recommendation To The City Council That
A Class L Real Estate Tax Reduction
Be Approved For The IBM Building
330 North Wabash Avenue.

To the Mayor and Members of the City Council of the City of Chicago:

Whereas, The Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed rehabilitation of the IBM Building, an office building proposed for rehabilitation for office and hotel uses, located at 330 North Wabash Avenue (the "Building", and its rehabilitation, the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L realestate tax incentive (the "Class L"); and

Whereas, The IBM Building was recommended as a Chicago landmark by the Commission to the City Council of the City of Chicago (the "City Council") on November 1, 2007; now, therefore,

The Commission on Chicago Landmarks hereby:

1. incorporates the above recitals; and

2. finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as (Sub)Exhibits A and B, respectively, that the Project meets or exceeds the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings; and

3. finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance; and

4. recommends, conditioned upon a final determination by the City Council to designate the building as a Chicago landmark, that the Project be approved for the Class L incentive.

The above recommendation was passed 7 -- 0 (unanimously).

(Signed) David Mosena
Chairman

Dated: November 1, 2007.

[(Sub)Exhibit "A" referred to in this Commission on Chicago Landmarks Recommendation constitutes Exhibit 3-A to ordinance and printed on pages 20461 through 20463 of this *Journal*.]

(Sub)Exhibit "B" referred to in this Commission on Chicago Landmarks Recommendation reads as follows:

(Sub)Exhibit "B".
(To Commission On Chicago Landmarks Recommendation)

Scope Of The Work.

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

-- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.

-- The review and approval of the Commission.

-- The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 7, 1992.

-- Historic photographs, architectural drawings, and any other available archival documentation of the building, to be investigated and assembled by the property owner.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches and control samples.

Required Work. To include:

Exterior:

-- New canopy at the Wabash Avenue entrance, with signage and other entrance modifications.

-- Fifty Percent (50%) of the net available roof area to be a vegetated green roof.

Interior. Floors 2 -- 13 are to be converted from office to approximately three hundred thirty-five (335) hotel rooms, subject to final room mix. Floors 14 -- 47 are to remain office use, except that Floor 14 may also be converted to hotel use. There are two (2) mechanical floors above Floor 16 and three (3) above Floor 47 that are not identified by floor number. The lobby (Floor 1) is to be shared by both uses.

Hotel work shall include:

-- Separation of the lobby with glass partition walls to create a separate hotel lobby and office lobby. Refurbish lobby finishes.

-- Install new security, fire and life safety command center in the lobby.

-- Demolition of existing demising partitions, H.V.A.C. system and abatement of asbestos. Rehabilitation of the elevator cabs and mechanicals in the low-rise elevator bank.

-- Installation of new H.V.A.C. and electrical systems.

-- Build-out of hotel rooms, suites and accessory spaces.

Office work shall include the following, as the office space is vacated and leased to new tenants:

-- Demolition of existing demising partitions, H.V.A.C. system and abatement of asbestos.

-- Rehabilitation of the elevator cabs and mechanicals.

-- Installation of new H.V.A.C. and electrical systems.

-- Build-out of common areas and office space.

All Floors:

-- A single uniform window treatment standard is to be adopted for the entire building.

Exhibit 3-A.
(To Ordinance)

330 North Wabash Avenue, L.L.C. And Oxford Capital Group, L.L.C. Project Budget.

	Non-Eligible	Class L Eligible	Total Cost
Hard Costs			
Asbestos Abatement/ Demo Floors 2 -- 13*	--	$ 8,579,000.00	$ 8,579,000.00
Furniture, Fixtures and Equipment*	$ 8,483,696.00	--	8,483,696.00
Demolition/Gen Requirements (Floors 2 -- 13)*	--	956,999.00	956,999.00
Exterior Enclosure/ Lobby*	--	1,041,354.00	1,041,354.00
Site Work*	172,655.00	--	172,655.00
Structural/Metals (Floors 2 -- 13)*	--	1,318,473.00	1,318,473.00

	Non-Eligible	Class L Eligible	Total Cost
Interior Finishes (Floors 2 -- 13)*	$17,133,836.00	$20,000,000.00	$37,133,836.00
Equipment/ Pool*	5,124,140.00	--	5,124,140.00
Vertical Transportation (Floors 2 -- 13)*	--	2,725,475.00	2,725,475.00
MEP Systems (Floors 2 -- 13)	--	31,774,800.00	31,774,800.00
Green Roof	--	200,000.00	200,000.00
Elevators Modernization (5 cabs)	--	625,000.00	625,000.00
Security Desk/Command Center	--	1,000,000.00	1,000,000.00
Fire Panel	--	1,125,000.00	1,125,000.00
Asbestos Abatement/ Demo (various upper-office floors, as leased)	--	1,621,500.00	1,621,500.00
Base Building/Tenant Improvements[1] (various upper-office floors, as leased)	--	5,428,500.00	5,428,500.00
	$30,914,327.00	$76,369,101.00	$107,310,428.00
Soft Cost			
Architectural/ Engineering/Design Fees*	$ 3,040,660.00	$ 4,765,541.00	$ 7,806,201.00
Project Management/ Consultants*	--	2,016,308.00	2,016,308.00
Miscellaneous Soft Costs*	2,459,080.00	2,162,606.00	4,621,686.00
General Conditions*	--	4,441,337.00	4,441,337.00

	Non-Eligible	Class L Eligible	Total Cost
Insurance*	$ --	$ 839,561.00	$ 839,561.00
Permit and Fees*	--	3,217,009.00	3,217,009.00
Contingency*	--	9,077,220.00	9,077,220.00
	$ 5,499,740.00	$ 26,519,582.00	$ 32,019,322.00
TOTAL:	$ 36,414,067.00	$102,915,683.00	$139,329,750.00

(1) Base Building/Tenant Improvements consists of upgrades to H.V.A.C. systems, construction and/or rehabilitation of corridors, washrooms, lighting, utility metering, life safety systems, and build-out of office space, as applicable.

Work indicated by an asterisk (*) associated with hotel Floors 2 -- 13 is required for a (partial) certification of completion for the Class L Incentive for rehabilitation of these floors. Floors 14 -- 47 are to remain as office, except that Floor 14 may also be converted to a hotel use.

* Denotes Phase I and items without an * denote Phase II.

Exhibit "B".
(To Ordinance)

Scope Of The Work.

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

-- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.

-- The review and approval of the Commission.

-- The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 7, 1992.

-- Historic photographs, architectural drawings, and any other available archival documentation of the building, to be investigated and assembled by the property owner.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate,

material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches and control samples.

Required Work. To include:

Exterior:

-- * New canopy at the Wabash Avenue entrance, with signage, and other entrance modifications

-- **Fifty percent (50%) of the net available roof area to be a vegetated green roof.

Interior. Floors 2 -- 13 are to be converted from office to approximately three hundred thirty-five (335) hotel rooms, subject to final room mix. Floors 14 -- 47 are to remain office use, except that Floor 14 may also be converted to hotel use. There are two (2) mechanical floors above Floor 16 and three (3) above Floor 47 that are not identified by floor number. The lobby (Floor 1) is to be shared by both uses.

*Hotel work shall include:

-- Separation of the lobby with glass partition walls to create a separate hotel lobby and office lobby. Refurbish lobby finishes.

-- Install new security, fire and life safety command center in the lobby.

-- Demolition of existing demising partitions, H.V.A.C. system and abatement of asbestos. Rehabilitation of the elevator cabs and mechanicals in the low-rise elevator bank.

-- Installation of new H.V.A.C. and electrical systems.

-- Build-out of hotel rooms, suites and accessory spaces.

** Office work shall include the following, as the office space is vacated and leased to new tenants:

-- Demolition of existing demising partitions, H.V.A.C. system and abatement of asbestos. Rehabilitation of the elevator cabs and mechanicals.

-- Installation of new H.V.A.C. and electrical systems.

-- Build-out of common areas and office space.

All Floors:

-- A single uniform window treatment standard is to be adopted for the entire building.

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* Phase I

** Phase II

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS AND CANCELLATION OF WATER/SEWER ASSESSMENTS FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred September 27 and October 31, 2007 and January 9, 2008 sundry proposed ordinances and substitute ordinance transmitted therewith to authorize the issuance of free permits and cancellation of water/sewer assessments for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute 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 ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

Cornerstone Community Outreach.

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 plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Cornerstone Community Outreach on the premises known as 4615 North Clifton Avenue.

Said buildings 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.

De La Salle Institute.

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 Director of Business Affairs and Licensing, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees, and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to De La Salle Institute, 3434 South Michigan Avenue, for redevelopment on the premises known as 100 -- 114 East 35th Street and 3445 -- 3455 South Michigan Avenue.

Said building shall 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 fo the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with

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.

Mile Square Health Center.

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 Director of Business Affairs and Licensing, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director fo Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspections fees, and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Mile Square Health Center, 2045 West Washington Boulevard, for construction on the premises known as 4630 South Bishop Street.

Said building 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 fo the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with 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 from and after its passage.

Saint Richard's Parish.

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 Environment, the Commissioner of Fire, the Director of Revenue, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, all on-site water/sewer plan inspection fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Richard's Parish, 5032 South Kostner Avenue, for construction on the premises known as 5032 South Kostner Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago and 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.

Teen Living Programs, Inc.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Director of Business Affairs and Licensing, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer plan inspection fees, and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Teen Living Programs, Inc., 162 West Hubbard Street, Suite 400, for the demolition of and new construction on the premises known as 3739 -- 3741 South Indiana Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago and 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.

CANCELLATION OF WATER/SEWER ASSESSMENTS.

Assumption B.V.M./Saint Catherine Of Genoa/ Saint James Ministries.
(11764 South Lowe Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Assumption B.V.M./Saint Catherine of Genoa/ Saint James Ministries, 11764 South Lowe Avenue (Account Number 677370-438869).

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

Assumption B.V.M./Saint Catherine Of Genoa/ Saint James Ministries.
(11770 South Lowe Avenue)

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

SECTION 1. Pursuant to Section 11-12540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Assumption B.V.M./Saint Catherine of Genoa/Saint James Ministries, 11770 South Lowe Avenue (Account Number 438898-438898).

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

Catholic Charities.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Catholic Charities, 659 West Randolph Street (Account Number 587376).

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

Christ The Redeemer (Saints Peter And Paul Romanian Catholic Mission).

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Christ the Redeemer (Saints Peter and Paul Romanian Catholic Mission), 3109 West Fullerton Avenue (Account Number 441660-441660).

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

Holy Family.
(1015 -- 1019 South May Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Family, 1015 -- 1019 South May Street (Account Number 440500-440500).

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

Holy Family.
(1029 South May Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Family, 1029 South May Street (Account Number 442462-442462).

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

Holy Family.
(1121 South May Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Family,1121 South May Street (Account Number 442390-442390).

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

Holy Family.
(1104 -- 1114 West Roosevelt Road)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Family,1104 -- 1114 West Roosevelt Road (Account Number 428366-428366).

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

Holy Family/Saint Ignatius College Prep.
(1076 West Roosevelt Road)
(Account Number 442392-442392)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Family/Saint Ignatius College Prep,1076 West Roosevelt Road (Account Number 442392-442392).

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

Holy Family/Saint Ignatius College Prep.
(1076 West Roosevelt Road)
(Account Number 443248-443248)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Family/Saint Ignatius College Prep,1076 West Roosevelt Road (Account Number 443248-443248).

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

Holy Innocents.
(735 -- 741 North Armour Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Innocents, 735 -- 741 North Armour Street (Account Number 428526-428526).

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

Holy Innocents.
(743 North Armour Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Innocents, 743 North Armour Street (Account Number 428525-428525).

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

Holy Innocents.
(1444 West Superior Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Innocents, 1444 West Superior Street (Account Number 428529-428529).

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

Holy Innocents.
(1445 -- 1447 West Superior Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Innocents, 1445 -- 1447 West Superior Street (Account Number 428530-428530).

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

Holy Innocents.
(1454 -- 1458 West Superior Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Innocents, 1454 -- 1458 West Superior Street (Account Number 428528-428528).

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

Holy Mary.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Mary, 1423 -- 1431 West 112th Street (Account Number 428362-428362).

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

Holy Trinity Croatian.
(1840 South Throop Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Trinity Croatian, 1840 South Throop Street (Account Number 428474-428474).

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

Holy Trinity Croatian.
(1844 -- 1848 South Throop Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Trinity Croatian, 1844 -- 1848 South Throop Street (Account Number 428473-428473).

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

Holy Trinity Croatian.
(1850 South Throop Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Trinity Croatian, 1850 South Throop Street (Account Number 428472-428472).

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

Holy Trinity Polish Mission.
(1125 -- 1137 North Cleaver Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Trinity Polish Mission, 1125 -- 1137 North Cleaver Street (Account Number 428535-428535).

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

Holy Trinity Polish Mission.
(1118 North Noble Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other

ordinances of the City of Chicago to the contrary, assessed against Holy Trinity Polish Mission, 1118 North Noble Street (Account Number 428537-428537).

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

Holy Trinity Polish Mission.
(1120 -- 1130 North Noble Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Holy Trinity Polish Mission, 1120 -- 1130 North Noble Street (Account Number 428536-428536).

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

Immaculate Conception.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Immaculate Conception, 1431 North Park Avenue (Account Number 674827-598279).

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

Immaculate Heart Of Mary.
(3311 West Byron Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Immaculate Heart of Mary, 3311 West Byron Street (Account Number 441269-441269).

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

Immaculate Heart Of Mary.
(3819 North Christiana Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Immaculate Heart of Mary, 3819 North Christiana Avenue (Account Number 428691-428691).

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

Immaculate Heart Of Mary.
(3800 North Spaulding Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Immaculate Heart of Mary, 3800 North Spaulding Avenue (Account Number 441279-441279).

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

Immaculate Heart Of Mary.
(3836 North Spaulding Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Immaculate Heart of Mary, 3836 North Spaulding Avenue (Account Number 441278-441278).

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

Latin United Community Housing Association.
(3337 West Division Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of $7,201.21 against the Latin United Community Housing Association for their premises located at 3337 West Division Street (Account Number 510560).

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

Latin United Community Housing Association.
(2601 -- 2609 West Evergreen Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the

contrary, in the amount of $3,559.03 against the Latin United Community Housing Association for their premises located at 2601 -- 2609 West Evergreen Avenue (Account Number 507875).

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

Latin United Community Housing Association.
(1456 North Rockwell Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of $2,930.16 against the Latin United Community Housing Association for their premises located at 1456 North Rockwell Street (Account Number 507745).

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

Latin United Community Housing Association.
(1414 -- 1418 West Washtenaw Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of $522.56 against the Latin United Community Housing Association for their premises located at 1414 -- 1418 West Washtenaw Avenue (Account Number 507720).

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

Latin United Community Housing Association.
(1451 North Washtenaw Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of $1,761.87 against the Latin United Community Housing Association for their premises located at 1451 North Washtenaw Avenue (Account Number 507748).

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

Maternity B.V.M.
(1539 North Lawndale Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Maternity B.V.M., 1539 North Lawndale Avenue (Account Number 443407-443407).

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

Maternity B.V.M.
(1540 North Monticello Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Maternity B.V.M., 1540 North Monticello Avenue (Account Number 428615-428615).

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

Maternity B.V.M.
(1540 -- 1542 North Monticello Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Maternity B.V.M., 1540 -- 1542 North Monticello Avenue (Account Number 428616-428616).

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

Maternity B.V.M.
(3647 West North Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Maternity B.V.M., 3647 West North Avenue (Account Number 441988-441988).

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

Metropolitan Community Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of Water Management is hereby authorized and directed to cancel any water and sewer assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Metropolitan Community Church located at 4610 South Prairie Avenue (Account Number 847725-620468).

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

Notre Dame.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments, as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Notre Dame, 1327 -- 1333 West Harrison Street (Account Number 428455-428455).

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

Our Lady Of The Angels.
(914 North Hamlin Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments, as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Our Lady of the Angels, 914 North Hamlin Avenue (Account Number 441978-441978).

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

Our Lady Of The Angels.
(3825 West Iowa Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments, as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Our Lady of the Angels, 3825 West Iowa Street (Account Number 441982-441982).

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

Our Lady Of Mercy.
(4419 North Kedzie Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Our Lady of Mercy, 4419 North Kedzie Avenue (Account Number 441372-441372).

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

Our Lady Of Mercy.
(4424 North Troy Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Our Lady of Mercy, 4424 North Troy Street (Account Number 441374-441374).

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

Our Lady Of Mercy.
(4452 North Troy Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Our Lady of Mercy, 4452 North Troy Street (Account Number 441375-441375).

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

Our Lady Of Pompeii.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Our Lady of Pompeii, 1224 West Lexington Street (Account Number 442458-442458).

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

Providence Of God.
(1801 -- 1813 South Union Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Providence of God, 1801 -- 1813 South Union Avenue (Account Number 428371-428371).

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

Providence Of God.
(1814 South Union Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Providence of God,1814 South Union Avenue (Account Number 428372-428372).

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

Providence Of God.
(715 -- 717 West 18th Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Providence of God, 715 -- 717 West 18th Street (Account Number 428370-428370).

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

Providence Of God/Sisters Residence.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Providence of God/Sisters Residence, 712 West 19th Street (Account Number 428373-428373).

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

Resurrection (Saint Francis Xavier, Saint Veronica).
(2857 West Barry Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Resurrection (Saint Francis Xavier, Saint Veronica), 2857 West Barry Avenue (Account Number 443451-443451).

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

Resurrection (Saint Francis Xavier, Saint Veronica).
(3043 -- 3045 North Francisco Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Resurrection (Saint Francis Xavier, Saint Veronica), 3043 -- 3045 North Francisco Avenue (Account Number 428658-428658).

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

Resurrection (Saint Francis Xavier, Saint Veronica).
(2840 West Nelson Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Resurrection (Saint Francis Xavier, Saint Veronica), 2840 West Nelson Street (Account Number 443462-443462).

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

Saint Adalbert.
(1626 -- 1632 West 17th Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Adalbert, 1626 -- 1632 West 17th Street (Account Number 428378-428378).

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

Saint Adalbert.
(1640 West 17th Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Adalbert, 1640 West 17th Street (Account Number 428377-428377).

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

Saint Adalbert.
(1648 -- 1650 West 17th Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Adalbert, 1648 -- 1650 West 17th Street (Account Number 428376-428376).

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

Saint Ann.
(2211 West 18th Place)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ann, 2211 West 18th Place (Account Number 428379-428379).

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

Saint Ann.
(2213 -- 2217 West 18th Place)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ann, 2213 -- 2217 West 18th Place (Account Number 428380-428380).

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

Saint Bartholomew.
(4914 West Addison Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4914 West Addison Street (Account Number 441175-441175).

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

Saint Bartholomew.
(4956 West Addison Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other

ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4956 West Addison Street (Account Number 441190-441190).

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

Saint Bartholomew.
(4933 West Patterson Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4933 West Patterson Avenue (Account Number 428715-428715).

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

Saint Bartholomew.
(4947 West Patterson Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4947 West Patterson Avenue (Account Number 441185-441185).

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

Saint Bartholomew.
(4949 West Patterson Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4949 West Patterson Avenue (Account Number 441191-441191).

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

Saint Fidelis.
(1406 North Washtenaw Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Fidelis, 1406 North Washtenaw Avenue (Account Number 442105-442105).

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

Saint Fidelis.
(1412 North Washtenaw Avenue)
(Account Number 442153-442153)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed

to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Fidelis, 1412 North Washtenaw Avenue (Account Number 442153-442153).

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

Saint Fidelis.
(1412 North Washtenaw Avenue)
(Account Number 442156-442156)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Fidelis, 1412 North Washtenaw Avenue (Account Number 442156-442156).

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

Saint Francis Of Assisi.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Francis of Assisi, 811 West Roosevelt Road (Account Number 428367-428367).

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

Saint Francis Of Assissi/Our Lady Of The Angels.
(914 North Hamlin Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Francis of Assisi/Our Lady of the Angels, 914 North Hamlin Avenue (Account Number 441978-441978).

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

Saint Francis Of Assisi/Our Lady Of The Angels.
(3825 West Iowa Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Francis of Assisi/Our Lady of the Angels, 3825 West Iowa Street (Account Number 441982-441982).

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

Saint Hedwig.
(2221 -- 2235 North Hamilton Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Hedwig, 2221 -- 2235 North Hamilton Avenue (Account Number 441626-441626).

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

Saint Hedwig.
(2136 West Webster Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Hedwig, 2136 West Webster Avenue (Account Number 649187-323660).

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

Saint Hedwig.
(2140 West Webster Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Hedwig, 2140 West Webster Avenue (Account 485859-485859).

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

Saint Helen.
(2315 West Augusta Boulevard)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Helen, 2315 West Augusta Boulevard (Account Number 442072-442072).

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

Saint Helen.
(2319 West Augusta Boulevard)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Helen, 2319 West Augusta Boulevard (Account Number 442070-442070).

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

Saint Helen.
(2329 West Augusta Boulevard)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Helen, 2329 West Augusta Boulevard (Account Number 442071-442071).

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

Saint Helen.
(2339 West Augusta Boulevard)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Helen, 2339 West Augusta Boulevard (Account Number 442073-442073).

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

Saint Helen.
(2341 West Augusta Boulevard)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Helen, 2341 West Augusta Boulevard (Account Number 442074-442074).

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

Saint James Ministries.
(11764 South Lowe Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel

existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint James Ministries, 11764 South Lowe Avenue (Account Number 677370-438869) in the amount of $1,329.22.

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

Saint James Ministries.
(11770 South Lowe Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint James Ministries, 11770 South Lowe Avenue (Account Number 438898-438898) in the amount of $106.72.

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

Saint James Ministries.
(656 West 118th Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint James Ministries, 656 West 118th Street (Account Number 677369-428146) in the amount of $831.45.

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

Saint John Bosco.
(6035 West Belden Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Bosco, 6035 West Belden Avenue (Account Number 441817-441817).

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

Saint John Bosco.
(2308 North McVicker Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Bosco, 2308 North McVicker Avenue (Account Number 441820-441820).

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

Saint John Bosco.
(2316 North McVicker Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed

to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Bosco, 2316 North McVicker Avenue (Account Number 343468).

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

Saint John Cantius.
(811 -- 819 North Carpenter Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Cantius, 811 -- 819 North Carpenter Street (Account Number 428532-428532).

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

Saint John Cantius.
(825 North Carpenter Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Cantius, 825 North Carpenter Street (Account Number 428533-428533).

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

Saint John Cantius.
(1004 -- 1018 West Chicago Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Cantius, 1004 -- 1018 West Chicago Avenue (Account Number 300482).

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

Saint John Cantius/Office For Religious Education.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Cantius/ Office For Religious Education, 1025 West Fry Street (Account Number 428531-428531).

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

Saint Joseph.
(1045 North Orleans Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Joseph, 1045 North Orleans Street (Account Number 442209-442209).

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

Saint Joseph.
(1107 North Orleans Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Joseph, 1107 North Orleans Street (Account Number 442210-442210).

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

Saint Ladislaus.
(3343 North Long Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ladislaus, 3343 North Long Avenue (Account Number 441182-441182).

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

Saint Ladislaus.
(5301 West Roscoe Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ladislaus, 5301 West Roscoe Street (Account Number 441188-441188).

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

Saint Ladislaus.
(5345 West Roscoe Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ladislaus, 5345 West Roscoe Street (Account Number 441172-441172).

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

Saint Mary Of The Angels.
(1735 -- 1759 West Cortland Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Mary of the Angels, 1735 -- 1759 West Cortland Street (Account Number 428563-428563).

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

Saint Mary Of The Angels.
(1841 -- 1847 North Wood Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Mary of the Angels, 1841 -- 1847 North Wood Street (Account Number 428564-428564).

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

Saint Mary Of The Angels/Liturgy Training Publications.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Mary of the Angels/Liturgy Training Publications, 1800 North Hermitage Avenue (Account Number 441618-441618).

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

Saint Mary Of The Angels/Resurrection Day Care.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Mary of the Angels/Resurrection Day Care, 1851 North Hermitage Avenue (Account Number 441619-441619).

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

Saint Michael.
(2315 West 24th Place)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Michael, 2315 West 24th Place (Account Number 440417-440417).

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

Saint Michael.
(2323 West 24th Place)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Michael, 2323 West 24th Place (Account Number 440421-440421).

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

Saint Michael/Missionaries Of Charity.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Michael/Missionaries of Charity, 2331 West 24th Place (Account Number 771056-440422).

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

Saint Pascal.
(6126 West Dakin Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Pascal, 6126 West Dakin Street (Account Number 428719-428719).

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

Saint Pascal.
(6105 West Irving Park Road)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Pascal, 6105 West Irving Park Road (Account Number 441192-441192).

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

Saint Pascal.
(6123 West Irving Park Road)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Pascal, 6123 West Irving Park Road (Account Number 441179-441179).

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

Saint Pascal.
(6159 West Irving Park Road)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Pascal, 6159 West Irving Park Road (Account Number 441193-441193).

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

Saint Paul.
(2234 -- 2240 South Hoyne Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Paul, 2234 -- 2240 South Hoyne Avenue (Account Number 428399-428399).

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

Saint Paul.
(2114 -- 2118 West 22nd Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Paul, 2114 -- 2118 West 22nd Street (Account Number 428398-428398).

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

Saint Paul.
(2122 West 22nd Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Paul, 2122 West 22nd Street (Account Number 428397-428397).

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

Saint Paul.
(2125 -- 2127 West 22nd Place)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Paul, 2125 -- 2127 West 22nd Place (Account Number 428400-428400).

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

Saint Paul.
(2131 West 22nd Place)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Paul, 2131 West 22nd Place (Account Number 428401-428401).

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

Saint Paul/Catholic Bishop Of Chicago.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Paul/Catholic Bishop of Chicago, 2110 West 23rd Street (Account Number 827725-533113).

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

Saints Peter And Paul.
(12415 South Halsted Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saints Peter and Paul, 12415 South Halsted Street (Account Number 140019).

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

Saints Peter And Paul.
(12431 South Halsted Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saints Peter and Paul, 12431 South Halsted Street (Account Number 438966-438966).

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

Saints Peter And Paul.
(12449 South Halsted Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saints Peter and Paul, 12449 South Halsted Street (Account Number 438945-438945).

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

Saint Pius V.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Pius V, 1921 South Ashland Avenue (Account Number 442470-442470).

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

Saint Procopius.
(1625 South Allport Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Procopius, 1625 South Allport Street (Account Number 442469-442469).

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

Saint Procopius.
(1637 -- 1639 South Allport Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Procopius, 1637 -- 1639 South Allport Street (Account Number 515604).

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

Saint Procopius.
(1647 South Allport Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Procopius, 1647 South Allport Street (Account Number 428471-428471).

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

Saint Procopius.
(1214 -- 1216 West 18th Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Procopius, 1214 -- 1216 West 18th Street (Account Number 428470-428470).

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

Saint Procopius.
(1220 -- 1226 West 18th Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Procopius, 1220 -- 1226 West 18th Street (Account Number 428469-428469).

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

Saint Procopius/Missionaries Of Charity.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Procopius/Missionaries of Charity, 1629 South Allport Street (Account Number 442396-442396).

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

Saint Robert Bellarmine.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Robert Bellarmine, 4646 North Austin Avenue (Account Number 441173-441173).

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

Saint Stanislaus Bishop & Martyr.
(2327 North Long Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Stanislaus, Bishop & Martyr, 2327 North Long Avenue (Account Number 443411-443411).

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

Saint Stanislaus Bishop & Martyr.
(2330 North Lorel Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Stanislaus, Bishop & Martyr, 2330 North Lorel Avenue (Account Number 441813-441813).

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

Saint Stanislaus Kostka.
(1351 -- 1373 West Evergreen Avenue)
(Account Number 442177-442177)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Stanislaus Kostka, 1351 -- 1373 West Evergreen Avenue (Account Number 442177-442177).

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

Saint Stanislaus Kostka.
(1351 -- 1373 West Evergreen Avenue)
(Account Number 442178-442178)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Stanislaus Kostka, 1351 -- 1373 West Evergreen Avenue (Account Number 442178-442178).

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

Saint Stanislaus Kostka.
(1255 North Noble Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Stanislaus Kostka, 1255 North Noble Street (Account Number 442228-442228).

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

Saint Stephen King Of Hungary.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Stephen King of Hungary, 2015 West Augusta Boulevard (Account Number 442069-442069).

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

Saint Therese Chinese Catholic Mission.
(218 West Alexander Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Therese Chinese Catholic Mission, 218 West Alexander Street (Account Number 428051-428051).

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

Saint Therese Chinese Catholic Mission.
(251 West 23rd Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Therese Chinese Catholic Mission, 251 West 23rd Street (Account Number 440302-440302).

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

Santa Maria Addolorata.
(526 North Ada Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the

Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Santa Maria Addolorata, 526 North Ada Street (Account Number 442189-442189).

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

Santa Maria Addolorata.
(1327 West Ohio Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Santa Maria Addolorata, 1327 West Ohio Street (Account Number 442198-442198).

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

Santa Maria Addolorata.
(1351 West Ohio Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Santa Maria Addolorata, 1351 West Ohio Street (Account Number 442197-442197).

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

Tobacco Road Inc.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Tobacco Road Inc., 4701 South Dr. Martin Luther King, Jr. Drive in the amount of $181.60, (Account Number 700773-602017 -- dated August 24, 2007).

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

EXEMPTION OF BAIS YAAKOV HEBREW SCHOOL FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING MARCH 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Stone (50th Ward) exempting Bais Yaakov Hebrew School, 6110 -- 6122 North California Avenue, from payment of all city permit, license and inspection fees for the period ending March 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 Business Affairs and Licensing, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and Police and the Director of Revenue are hereby directed to issue all necessary permits, including 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 Bais Yaakov Hebrew School, 6110 -- 6122 North California Avenue, a not-for-profit Illinois corporation.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. The Bais Yaakov Hebrew School, a not-for-profit Illinois corporation located at 6110 -- 6122 North California Avenue, engaged in religious training of individuals, 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 Bais Yaakov Hebrew School 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 three (3) years (March 16, 2007 to March 15, 2010).

EXEMPTION OF CABRINI GREEN LEGAL AID CLINIC FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING JANUARY 9, 2009.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Burnett (27th Ward) exempting Cabrini Green Legal Aid Clinic, 740 -- 748 North Milwaukee Avenue, from payment of all city permit, license and inspection fees for the period ending January 9, 2009, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 Cabrini Green Legal Aid Clinic, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at 740 -- 748 North Milwaukee Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Cabrini Green Legal Aid Clinic, 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 cancellations of warrants for the collection of inspection fees.

SECTION 3. Cabrini Green Legal Aid Clinic 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 9, 2009.

EXEMPTION OF CHURCH OF SAINT ITA FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING FEBRUARY 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute

ordinance presented by Alderman M. Smith (48th Ward) exempting Church of Saint Ita, 1200 West Catalpa Avenue, from payment of all city permit, license and inspection fees for the period ending February 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Water Management, the Director of Revenue, the Director of Business Affairs and Licensing 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, Church of Saint Ita, 1200 West Catalpa Avenue, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 1200 West Catalpa Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Church of Saint Ita, a not-for-profit Illinois corporation, shall be exempt from the payment of city license fees and shall be entitled to the cancellations of warrants for the collection of inspection fees.

SECTION 3. Church of Saint Ita shall be entitled to refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of February 16, 2008 through February 15, 2010.

EXEMPTION OF JACKSON PARK HOSPITAL FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING FEBRUARY 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Harris (8th Ward) exempting Jackson Park Hospital, various locations, from payment of all city permit, license and inspection fees for the period ending February 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Business Affairs and Licensing, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to, Jackson Park Hospital, a not-for-profit Illinois corporation, related to the erection, maintenance and renovation of building(s) at 1625 East 75th Street; 7531 South Stony Island Avenue; and 7501 South Stony Island Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances

thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Jackson Park Hospital, a not-for-profit Illinois corporation engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. 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 the period of February 16, 2008 through February 15, 2010.

EXEMPTION OF LESTER AND ROSALIE ANIXTER CENTER FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING JANUARY 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Moore (49th Ward) exempting Lester and Rosalie Anixter Center, various locations, from payment of all city permit, license and inspection fees for the period ending January 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary 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 Lester and Rosalie Anixter Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at the following locations: 1401 West Chase Avenue; 1727 West North Shore Avenue; 2045 West Jarvis Avenue; and 7521 North Hoyne Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Lester and Rosalie Anixter Center, a not-for-profit Illinois corporation located at the above-captioned locations, 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. Lester and Rosalie Anixter 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 January 15, 2010.

EXEMPTION OF THE LINCOLN FOUNDATION FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING NOVEMBER 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman O'Connor (40th Ward) exempting The Lincoln Foundation, 6525 North Clark Street, from payment of all city permit, license and inspection fees for the period ending November 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Lincoln Foundation, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 6525 North Clark 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 Lincoln Foundation, a not-for-profit Illinois corporation located at the above-captioned location, 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 Lincoln Foundation 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 three (3) years from November 16, 2007 through November 15, 2010.

EXEMPTION OF THE MUSEUM OF SCIENCE AND INDUSTRY FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hairston (5th Ward) exempting the Museum of Science and Industry, East 57th Street and South Lake Shore Drive, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 Water Management, the Director of Revenue, the Executive Director of the Department of Construction and Permits, the Director of Business Affairs and Licensing 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 Museum of Science and Industry, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s), garage and fuel storage facilities at East 57th Street and South Lake Shore Drive.

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 Museum of Science and Industry, a not-for-profit Illinois corporation located at East 57th Street and South Lake Shore Drive, engaged in education and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Museum of Science and Industry shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of January 1, 2008 to December 31, 2008.

EXEMPTION OF NEAR WEST FAMILY HEALTH CENTER FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING JANUARY 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Solis (25th Ward) exempting Near West Family Health Center, 1158 West Taylor Street, from payment of all city permit, license and inspection fees for the period ending January 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Business Affairs and Licensing, the Director of Revenue, and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Near West Family Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s), and fuel storage facilities at 1158 West Taylor Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of

various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Near West Family Health Center, a not-for-profit Illinois corporation engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Near West Family Health Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of January 16, 2008 through January 15, 2010.

EXEMPTION OF PILSEN FAMILY HEALTH CENTER FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING JANUARY 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Solis (25th Ward) exempting Pilsen Family Health Center, 1817 South Loomis Street, from payment of all city permit, license and inspection fees for the period ending January 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Business Affairs and Licensing, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Pilsen Family Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 1817 South Loomis Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Pilsen Family Health Center, a not-for-profit Illinois corporation engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Pilsen Family Health Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of January 16, 2008 through January 15, 2010.

EXEMPTION OF REBAÑO CHRISTIAN FELLOWSHIP CHURCH FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Solis (25th Ward) for Alderman Ocasio (26th Ward) exempting Rebaño Christian Fellowship Church, 2435 West Division Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 the Department of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management, the Commissioner of Fire and the Zoning Commissioner are hereby authorized and directed to waive all necessary building permits fees, all on-site water/sewer inspection fees and all water/sewer plan review fees, and all refrigeration inspection fees, notwithstanding other ordinances of the City of Chicago to the contrary, to Rebaño Christian Fellowship Church, a not-for-profit Illinois corporation, related to the erection and maintenance of a building at 2435 West Division 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 said building 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. Rebaño Christian Fellowship Church, a not-for-profit Illinois corporation located at 2435 West Division Street ,engaged in educational and faith based activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Rebaño Christian Fellowship Church 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 hereinafter its passage and publication but in no event beyond December 31, 2008.

EXEMPTION OF ROGERS PARK FAMILY HEALTH CENTER FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING FEBRUARY 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Moore (49th Ward) exempting Rogers Park Family Health Center, 1555 West Howard Street, from payment of all city permit, license and inspection fees for the period ending February 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary 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 Rogers Park Family Health Center, 1555 West Howard Street for the erection and maintenance of building on the premises known as 1555 West Howard 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. Rogers Park Family Health Center, a not-for-profit Illinois corporation located at 1555 West Howard 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. Rogers Park Health 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, 2010.

EXEMPTION OF SAINT VINCENT DE PAUL CENTER FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING FEBRUARY 15, 2010.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting Saint Vincent de Paul Center, 2145 North Halsted Street, from payment of all city permit, license and inspection fees for the period ending February 15, 2010, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Executive Director of Construction and Permits are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Vincent de Paul Center, a not-for-profit Illinois corporation, related to the erection, renovation and maintenance of their building at 2145 North Halsted Street.

Said building 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 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 Vincent de Paul Center, a not-for-profit Illinois corporation engaged in child day care, 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 Vincent de Paul 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 two (2) years but in no event beyond February 15, 2010.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred a proposed order for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Inspection Number And Type Of Inspection	Amount
The Latin School of Chicago 53 West North Boulevard	1724672 (Annual Inspection)	$1,010.00

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 20542 through 20555 of this *Journal.*]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2008

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	JASON	POLICE OFFICER	TENTH DISTRICT	7/25/2007	0.00
ACEVEZ	ANTHONY E	POLICE OFFICER	THIRTEENTH DISTRICT	9/28/2007	0.00
ADAMS	CRAIG II	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/30/2007	0.00
AGUINAGA	JOSEPH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/15/2007	0.00
ALI	BILAL R.	POLICE OFFICER	FOURTH DISTRICT	10/16/1998	0.00
ANDERSON	PAUL	POLICE OFFICER	FOURTH DISTRICT	9/27/2007	0.00
ANDREWS	PATRICK A	POLICE OFFICER	TWENTIETH DISTRICT	12/02/2007	0.00
BANDA	JAVIER	POLICE OFFICER	NINTH DISTRICT	9/26/2007	0.00
BARANOWSKI	JOHN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/30/2007	0.00
BARBEE	KEVIN	POLICE OFFICER	NINTH DISTRICT	9/06/2007	0.00
BARBER	VICTORIA A	POLICE OFFICER	FIRST DISTRICT	8/24/2006	0.00
BARNES	DAVID	POLICE OFFICER	RECRUIT TRAINING	9/27/2006	0.00
BAUGHNS	RONALD H	POLICE OFFICER	NINETEENTH DISTRICT	5/06/2001	0.00
BEDNAREK JR	RICHARD F	POLICE OFFICER	SIXTH DISTRICT	8/04/2007	0.00
BERGESON	MICHAEL	POLICE OFFICER	UNKNOWN	8/02/2007	0.00
BERNICHIO	MICHAEL J	POLICE OFFICER	EIGHTH DISTRICT	10/04/2007	0.00
BLOMSTRAND	MATTHEW	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/10/2007	0.00
BOJAN	BRYAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/14/2007	0.00
BOND	LAWRENCE	POLICE OFFICER	FIFTEENTH DISTRICT	9/09/2007	0.00
BOYD-MCKNIGHT	JANET	POLICE OFFICER	TWELFTH DISTRICT	6/18/2005	0.00
BRATTON	BRIAN M	POLICE OFFICER	FIFTH DISTRICT	9/27/2007	0.00
BREEN	JOHN	POLICE OFFICER	NINTH DISTRICT	7/31/2007	0.00
BREIER	MICHAEL	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	1/01/2007	0.00
BRONSKI	RAYMOND	POLICE OFFICER	EIGHTH DISTRICT	5/23/2007	0.00
BROOKS	DERRICK	POLICE OFFICER	EIGHTH DISTRICT	3/09/2007	0.00
BROWN	DAVID S	POLICE OFFICER	SECOND DISTRICT	2/25/2006	0.00
BROWN	WALTER M	POLICE OFFICER	RECRUIT TRAINING	10/21/1997	0.00
BRYJA	JOHN T	POLICE OFFICER	ELEVENTH DISTRICT	1/28/2007	0.00
BRYK	JENNIFER T.	POLICE OFFICER	UNKNOWN	7/13/2007	0.00
BURGOS-HERNANDEZ-PABO	ELBA	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/09/2007	0.00
BURKE	JEFFREY J	POLICE OFFICER	EIGHTEENTH DISTRICT	10/07/2007	0.00
BUX	EMIL W	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/2007	0.00
CALACE	JAMES N	POLICE OFFICER	TENTH DISTRICT	7/20/2007	0.00
CALDWELL	GALEN T	POLICE OFFICER	SEVENTH DISTRICT	6/28/2007	0.00
CALHOUN	MCKINLEY I	POLICE OFFICER	FIFTH DISTRICT	10/21/2007	0.00
CAMARILLO	ANDREW J.	POLICE OFFICER	ELEVENTH DISTRICT	9/24/2007	0.00
CAMPBELL	JAMES H	POLICE OFFICER	THIRD DISTRICT	7/07/2007	0.00
CAMPBELL	MARK S	POLICE OFFICER	SEVENTH DISTRICT	12/04/2007	0.00
CARLSON	WILLIAM R	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/25/2007	0.00
CARRENO	EFRAIN	POLICE OFFICER	SEVENTH DISTRICT	9/14/2007	0.00
CARVAJAL	DIEGO	POLICE OFFICER	FOURTEENTH DISTRICT	9/05/2007	0.00
CASASANTO	DANIEL J	POLICE OFFICER	EIGHTH DISTRICT	10/05/2007	0.00
CASCONE	JAMES D	POLICE OFFICER	SEVENTH DISTRICT	9/26/2007	0.00
CHAPARRO	ELOISA	POLICE OFFICER	INTELLIGENCE SECTION	8/16/2007	0.00
CHAVEZ	GEORGINA A	POLICE OFFICER	TENTH DISTRICT	10/03/2007	0.00
CHINCHILLA	BANEOND	POLICE OFFICER	ELEVENTH DISTRICT	8/04/2007	0.00
CIARDULLO	GINO M	POLICE OFFICER	NINTH DISTRICT	6/22/2007	0.00
CINER	CASEY A	POLICE OFFICER	SIXTH DISTRICT	8/11/2007	0.00
CLARK	ERIC D	POLICE OFFICER	SEVENTH DISTRICT	7/04/2007	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2008

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CLINTON	SHANTELL	POLICE OFFICER	RECRUIT TRAINING	10/01/2007	0.00
CLUCAS	WILLIAM E JR	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/09/2007	0.00
COBB	SHAWN E	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/05/2006	0.00
COLBENSON	DANIEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/26/2007	0.00
COLLIER	DWAYNE	POLICE OFFICER	FIFTEENTH DISTRICT	10/06/2007	0.00
COLLINS	RAYMOND J	POLICE OFFICER	DISTRICT REINSTATEMENTS	12/04/2006	0.00
CONNELLY	DENNIS M	SERGEANT	TWENTY-SECOND DISTRICT	12/16/2006	0.00
CONRY	CARROLL N	POLICE OFFICER	UNKNOWN	7/15/2007	0.00
CORRAL	MARIA E	POLICE OFFICER	THIRD DISTRICT	11/19/2007	0.00
COTHRAN	ALONZO	POLICE OFFICER	UNKNOWN	9/24/2006	0.00
CRESPO	NELSON	POLICE OFFICER	SEVENTEENTH DISTRICT	6/30/2007	0.00
CROSBY	PHILIP	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/03/2007	0.00
CULLOTTA-JENNINGS	MICHELLE M	POLICE OFFICER	RECRUIT TRAINING	2/21/1995	0.00
CUNNINGHAM	DANIEL	POLICE OFFICER	SIXTEENTH DISTRICT	11/03/2002	0.00
CYGNAR	ROBERT S	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/18/2006	0.00
CYHANIUK-CLARK	MARY K	POLICE OFFICER	SIXTEENTH DISTRICT	12/09/2007	0.00
DAHL	JOSEPH	POLICE OFFICER	TENTH DISTRICT	4/01/2007	0.00
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	2/24/1985	0.00
DANGLES	ROBERT J	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/17/2005	0.00
DANILOV	VADIM	POLICE OFFICER	FIRST DISTRICT	9/01/2007	0.00
DECKER	MICHAEL	POLICE OFFICER	RECRUIT TRAINING	8/24/2007	0.00
DEEREN	KEVIN C.	POLICE OFFICER	TENTH DISTRICT	8/31/2007	0.00
DEHAAN	DARREN W	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/19/2007	0.00
DELIA	YVONNE	POLICE OFFICER	EIGHTH DISTRICT	6/15/2007	0.00
DEO	USHA	POLICE OFFICER	TWENTIETH DISTRICT	10/03/2007	0.00
DEVINE	MICHAEL K	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/19/2007	0.00
DIEBALL	CHRIS	POLICE OFFICER	ELEVENTH DISTRICT	10/11/2007	0.00
DIEHL	STEVEN A.	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/27/2005	0.00
DINKHA	JANEIT	POLICE OFFICER	TWENTIETH DISTRICT	7/17/2007	0.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/1988	0.00
DORAN	GREGORY	POLICE OFFICER	RECRUIT TRAINING	4/22/1998	0.00
DORNO	THOMAS	POLICE OFFICER	EIGHTH DISTRICT	10/07/2007	0.00
DUCAR	PHILIP	POLICE OFFICER	TENTH DISTRICT	9/29/2007	0.00
ECHAVARRIA	VICTOR	POLICE OFFICER	FIRST DISTRICT	2/10/2007	0.00
EDWARDS	RAYMOND	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/23/2007	0.00
ENRIQUEZ	JESUS	POLICE OFFICER	TWELFTH DISTRICT	9/22/2007	0.00
ESCALANTE	OSCAR	POLICE OFFICER	SECOND DISTRICT	6/27/2007	0.00
EVANS	RONALD W	POLICE OFFICER	SIXTH DISTRICT	6/27/2007	0.00
FABIAN	CHRISTINA IRENE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	6/24/2007	0.00
FANELLI	KENNETH	POLICE OFFICER	EIGHTH DISTRICT	9/13/2007	0.00
FERRO	VITO	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	6/13/2007	0.00
FIGUEROA	EDWIN	POLICE OFFICER	FIFTEENTH DISTRICT	9/08/2007	0.00
FINEGAN	THOMAS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/29/2003	0.00
FISHER	DILLARD	POLICE OFFICER	FIFTEENTH DISTRICT	7/30/2003	0.00
FLAGG	ELLIOT	POLICE OFFICER	EIGHTH DISTRICT	9/25/2007	0.00
FLAKES	MAURICE	POLICE OFFICER	SEVENTH DISTRICT	7/29/2007	0.00
FLECHSIG	MARK E	POLICE OFFICER	MARINE UNIT	12/08/2007	0.00
FLISK	MARGARET J	POLICE OFFICER	TWELFTH DISTRICT	6/28/2007	0.00
FLORES	GABRIEL	POLICE OFFICER	SIXTH DISTRICT	9/23/2007	0.00

CITY OF CHICAGO

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FLYNN	SEAN P	POLICE OFFICER	ELEVENTH DISTRICT	8/23/2007	0.00
FORD	BRYAN	POLICE OFFICER	THIRD DISTRICT	6/14/2007	0.00
FORGUE	RONALD	POLICE OFFICER	FIFTH DISTRICT	9/28/2007	0.00
FUENTES	HECTOR M	POLICE OFFICER	EIGHTH DISTRICT	9/19/2007	0.00
FULLER	STEPHEN B	POLICE OFFICER	EIGHTEENTH DISTRICT	4/08/2006	0.00
GAJI	TIFFANY S	POLICE OFFICER	THIRD DISTRICT	4/16/2005	0.00
GAMEZ	ISRAEL	POLICE OFFICER	FIFTH DISTRICT	11/03/2007	0.00
GAMINO	ARACELI	POLICE OFFICER	TENTH DISTRICT	7/08/2007	0.00
GARCIA	ADOLFO	POLICE OFFICER	NINETEENTH DISTRICT	11/03/2007	0.00
GARCIA	JOSE J	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	8/12/2007	0.00
GARCIA	SALVADOR A	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/14/2007	0.00
GASS	GEORGE W	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/17/2007	0.00
GIANNOS	ALEXANDER C	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/29/2007	0.00
GIANOPULOS	TOM A	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	9/27/2007	0.00
GIBBONS	JOHN P	POLICE OFFICER	EIGHTH DISTRICT	8/09/2007	0.00
GIOVANNIELLI	VITO	POLICE OFFICER	SEVENTEENTH DISTRICT	9/06/2007	0.00
GLEASON-GALICH	COLLEEN	POLICE OFFICER	SIXTEENTH DISTRICT	10/16/2005	0.00
GODINEZ	ROMAN	POLICE OFFICER	NINTH DISTRICT	9/11/2007	0.00
GOGGIN	NICHOLAS	POLICE OFFICER	TWENTIETH DISTRICT	5/23/2007	0.00
GOINS	ROBERT T	POLICE OFFICER	TENTH DISTRICT	10/06/2007	0.00
GONZALEZ	CAMILO E	POLICE OFFICER	TENTH DISTRICT	1/09/2005	0.00
GONZALEZ	ENRIQUE	POLICE OFFICER	EIGHTEENTH DISTRICT	10/14/2007	0.00
GONZALEZ	FRANK	POLICE OFFICER	SEVENTH DISTRICT	9/27/2003	0.00
GONZALEZ	JOSEPH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/31/2007	0.00
GONZALEZ	MONICA	POLICE OFFICER	RECRUIT TRAINING	9/21/2007	0.00
GORZELANY	GREG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/24/2007	0.00
GORZKOWSKI	JOSEPH J	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/2007	0.00
GOTAY	ANGEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/04/2007	0.00
GRASZER	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	11/20/1988	0.00
GREEN	CYNTHIA	POLICE OFFICER	RECRUIT TRAINING	3/07/2007	0.00
GRIFFIN	MARGARET M.	POLICE OFFICER	NINTH DISTRICT	10/01/2007	0.00
GROBNER	DARREN W	POLICE OFFICER	SIXTEENTH DISTRICT	11/22/2007	0.00
GUEST	EILEEN T	POLICE OFFICER	NINTH DISTRICT	10/11/2007	0.00
GURSKIS	PETER A	POLICE OFFICER	EIGHTH DISTRICT	9/19/2007	0.00
GUSHES	EVE	POLICE OFFICER	VICE CONTROL SECTION	5/24/2007	0.00
GUZMAN	SALVADOR A	POLICE OFFICER	SIXTH DISTRICT	11/16/2006	0.00
HADDAD-WEBB	SAMANTHA M.	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/25/2007	0.00
HALEEM	ALI Y	POLICE OFFICER	EIGHTH DISTRICT	7/25/2005	0.00
HALL	TREMAYNE R	POLICE OFFICER	THIRD DISTRICT	9/09/2007	0.00
HALL-OBRIEN	JEANETTE M	POLICE OFFICER	FIRST DISTRICT	9/21/2007	0.00
HALLINAN	SHAWN	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/2005	0.00
HAMIDEH	MOHAMMED	POLICE OFFICER	SEVENTEENTH DISTRICT	9/25/2007	0.00
HANDZEL	LANCE	POLICE OFFICER	FIRST DISTRICT	8/11/2007	0.00
HANNA	GLORIA	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/01/2007	0.00
HANNIGAN	KEVIN	POLICE OFFICER	FIRST DISTRICT	7/07/2007	0.00
HANSEN	EDNALYN	POLICE OFFICER	NINETEENTH DISTRICT	2/18/2007	0.00
HANSEN	NEIL T	POLICE OFFICER	EIGHTH DISTRICT	6/01/2006	0.00
HARDT	ERICK	POLICE OFFICER	FIFTEENTH DISTRICT	8/13/2007	0.00
HARGROVE	ERIC R	POLICE OFFICER	FOURTH DISTRICT	9/30/2006	0.00

C I T Y O F C H I C A G O

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HARIRI	MAZYAR	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/15/2007	0.00
HART	CHARLES	POLICE OFFICER	RECRUIT TRAINING	9/08/2007	0.00
HASENFANG	FREDRICK	POLICE OFFICER	EIGHTH DISTRICT	3/26/2007	0.00
HEFEL	STEVEN L	POLICE OFFICER	ELEVENTH DISTRICT	9/15/2007	0.00
HEPPNER	DAVID A	POLICE OFFICER	INTELLIGENCE SECTION	6/21/2007	0.00
HERNANDEZ-REY	SERGIO L	POLICE OFFICER	THIRTEENTH DISTRICT	3/07/2006	0.00
HESPEL	WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	0.00
HILL	REGINALD	POLICE OFFICER	SIXTH DISTRICT	7/27/2007	0.00
HONDA	DANIEL	POLICE OFFICER	TENTH DISTRICT	5/22/2007	0.00
HOYOU	ASHOOR	POLICE OFFICER	FIRST DISTRICT	9/21/2007	0.00
HUMMONS	DONALD M	POLICE OFFICER	THIRD DISTRICT	9/28/2007	0.00
INSLEY	STEPHEN	POLICE OFFICER	NINTH DISTRICT	9/06/2007	0.00
IRONS	DARREN L	POLICE OFFICER	SECOND DISTRICT	2/15/2007	0.00
JACKSON	EUGENE	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	9/25/2007	0.00
JACOBY	STEVEN D	POLICE OFFICER	FIRST DISTRICT	12/03/2007	0.00
JAGLARSKI	STEVEN	POLICE OFFICER	ELEVENTH DISTRICT	8/04/2006	0.00
JARDS	KRISTOPHER	POLICE OFFICER	EIGHTH DISTRICT	1/10/2007	0.00
JAWOR	JAMIE V	POLICE OFFICER	RECRUIT TRAINING	9/19/2007	0.00
JEDD	STEVE	POLICE OFFICER	FIFTEENTH DISTRICT	6/25/2007	0.00
JEFFRIES	YOLANDA	POLICE OFFICER	FIFTH DISTRICT	9/21/2006	0.00
JOHNSON	CHARLIE S.	POLICE OFFICER	FOURTH DISTRICT	10/05/2007	0.00
JOHNSON	LESLIE E	POLICE OFFICER	FIFTH DISTRICT	3/22/2007	0.00
JOHNSON	PATRICK	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	5/14/2007	0.00
JOHNSON	ROBERT	POLICE OFFICER	SIXTH DISTRICT	12/11/2007	0.00
JOHNSON	SHIRLEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/20/2007	0.00
JOHNSON	STEVEN	POLICE OFFICER	FIRST DISTRICT	7/15/2007	0.00
JONES	CHAREMI A	POLICE OFFICER	TWELFTH DISTRICT	4/27/2007	0.00
JONES	SAMUEL L	POLICE OFFICER	FIRST DISTRICT	9/08/2007	0.00
JONES JR	CLARENCE L	POLICE OFFICER	THIRD DISTRICT	7/18/2007	0.00
JOSEPHS	KENNETH W	POLICE OFFICER	EIGHTH DISTRICT	9/29/2001	0.00
JUNG	JAEHO	POLICE OFFICER	SIXTH DISTRICT	11/10/2007	0.00
KEETER	JOSEPH	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/30/2006	0.00
KEFALAS	VASILIOS	POLICE OFFICER	FIFTEENTH DISTRICT	4/26/2007	0.00
KEITHLEY	BARTALL	POLICE OFFICER	SECOND DISTRICT	9/14/2007	0.00
KELLY	BERNARD K	POLICE OFFICER	SECOND DISTRICT	9/03/2007	0.00
KELLY	PATRICK J	POLICE OFFICER	NINTH DISTRICT	1/16/2007	0.00
KENNEDY	CHERYL	POLICE OFFICER	FOURTH DISTRICT	2/27/2007	0.00
KINNALLY	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	12/16/1986	0.00
KINNEY	DAVID B	POLICE OFFICER	FIFTH DISTRICT	8/18/2007	0.00
KIZZIAH	AARON L	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/10/2007	0.00
KNUDSON	DOROTHY J	SERGEANT	ELEVENTH DISTRICT	12/06/2006	0.00
KOCANDA	THOMAS C	POLICE OFFICER	FOURTH DISTRICT	8/04/2007	0.00
KOLASA	MATTHEW	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/21/2007	0.00
KOLODZIEJ-GARRISON	MAGDALENA	POLICE OFFICER	SIXTEENTH DISTRICT	9/28/2007	0.00
KOSTECKI	JOHN G	POLICE OFFICER	NINETEENTH DISTRICT	1/10/2007	0.00
KOVACS	JOHN N	POLICE OFFICER	SEVENTH DISTRICT	7/31/2007	0.00
KROPP	EDWARD J	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/25/2007	0.00
KUPRIANCZYK	MIRO A	POLICE OFFICER	NINETEENTH DISTRICT	8/19/2006	0.00
KURI	CESAR	POLICE OFFICER	ELEVENTH DISTRICT	11/01/2007	0.00

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LARSON	ROBERT J	POLICE OFFICER	RECRUIT TRAINING	4/03/2007	0.00
LAVORATA	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/12/2007	0.00
LEAVY	JOHN R	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/23/2007	0.00
LEE	SUNG	POLICE OFFICER	TWENTIETH DISTRICT	8/03/2007	0.00
LIFONTI	ROBERT	POLICE OFFICER	NINETEENTH DISTRICT	9/11/2007	0.00
LINKER	NICHOLAS J	POLICE OFFICER	ELEVENTH DISTRICT	9/21/2007	0.00
LITTLE	KERRY L	POLICE OFFICER	SIXTH DISTRICT	9/22/2007	0.00
LOBIANCO	ROBERT	POLICE OFFICER	FOURTH DISTRICT	11/23/2007	0.00
LOPEZ	JAMES S	POLICE OFFICER	NINTH DISTRICT	11/03/2006	0.00
LUCID	JOHN F	POLICE OFFICER	TENTH DISTRICT	3/27/2007	0.00
LUCIUS	JAMES V	POLICE OFFICER	SEVENTH DISTRICT	12/05/2007	0.00
LYNCH	MARITA J	POLICE OFFICER	SEVENTEENTH DISTRICT	9/05/2007	0.00
MACK	PAUL	POLICE OFFICER	MOUNTED UNIT	11/21/2006	0.00
MAHONEY	ROBIN	POLICE OFFICER	EIGHTH DISTRICT	11/26/2007	0.00
MALOY	BRIAN R	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/2007	0.00
MARCHBANK	ELISHEBA	POLICE OFFICER	RECRUIT TRAINING	9/06/2007	0.00
MARTINEZ	BENJAMIN	POLICE OFFICER	TENTH DISTRICT	9/07/2007	0.00
MARTINEZ	DANIEL	POLICE OFFICER	TENTH DISTRICT	8/07/2007	0.00
MARTINEZ	JORGE A	POLICE OFFICER	SIXTH DISTRICT	6/24/2007	0.00
MATHEWS	RODNEY S	POLICE OFFICER	SECOND DISTRICT	1/13/2007	0.00
MATKER	MARK D	POLICE OFFICER	SEVENTEENTH DISTRICT	5/21/2007	0.00
MATTHIS	MARY J	POLICE OFFICER	IDENTIFICATION SECTION	9/14/2004	0.00
MC CURTY	JAMES B	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/13/2006	0.00
MCCANN	JOANNE T	POLICE OFFICER	NINTH DISTRICT	9/11/2007	0.00
MCCRAY	PHILONIESE	POLICE OFFICER	THIRD DISTRICT	9/07/2007	0.00
MCDERMOTT	BRIAN	POLICE OFFICER	FOURTH DISTRICT	12/05/2005	0.00
MCDEVITT	BERNARD	POLICE OFFICER	NINTH DISTRICT	3/09/2007	0.00
MCDONAGH	THOMAS J	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	3/27/2007	0.00
MCGARRY	DENNIS W	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	1/20/2007	0.00
MCGEE	DWAYNE R	POLICE OFFICER	THIRD DISTRICT	7/12/2007	0.00
MCGOWAN	ANTHONY N	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/09/2007	0.00
MCGREAL	KATHLEEN	POLICE OFFICER	EIGHTH DISTRICT	8/02/2006	0.00
MCKENZIE	CHARLES	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	4/11/2007	0.00
MCKNIGHT	RUSSELL J	POLICE OFFICER	TWELFTH DISTRICT	8/01/2006	0.00
MCMAHON	EDWARD J	POLICE OFFICER	DETECTIVE DIVISION MISCELLANEO	7/30/2007	0.00
MCMAHON	MARY L	POLICE OFFICER	SIXTH DISTRICT	10/06/2006	0.00
MCNICHOLAS	MATTHEW B	POLICE OFFICER	ELEVENTH DISTRICT	10/03/2007	0.00
MENAGH	SHAUN A	POLICE OFFICER	SIXTH DISTRICT	9/23/2007	0.00
MENDEZ-SMOLEK	MARLENE	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/07/2007	0.00
MERAZ	VERONICA	POLICE OFFICER	THIRD DISTRICT	8/04/2007	0.00
MESCALL	KENNETH J	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/27/2007	0.00
MIEDONA	MICHAEL A	POLICE OFFICER	RECRUIT TRAINING	8/09/2007	0.00
MINGARI	KYLE J	POLICE OFFICER	FIFTEENTH DISTRICT	8/13/2007	0.00
MINT	RICHARD R	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	1/25/2005	0.00
MIUCIN	ZORAN	POLICE OFFICER	ELEVENTH DISTRICT	10/01/2007	0.00
MOLINA	WILLIAM A	POLICE OFFICER	TENTH DISTRICT	10/03/2007	0.00
MONDRAGON	IVAR	POLICE OFFICER	RECRUIT TRAINING	9/25/2007	0.00
MONTALVA	NICHOLAS	POLICE OFFICER	RECRUIT TRAINING	7/16/2007	0.00
MOORE	ANTOINETTE M	POLICE OFFICER	FIFTEENTH DISTRICT	9/29/2007	0.00

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MOORE-COLEMAN	VIVECA	POLICE OFFICER	ALTERNATIVE RESPONSE UNIT	7/04/2007	0.00
MORGAN	TIMOTHY H	POLICE OFFICER	FOURTH DISTRICT	9/15/2007	0.00
MORGAN-AGUILERA	CONSUELO M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/30/2007	0.00
MORRIS	BOBBY R	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/2007	0.00
MORRIS-TILLERY	MARY	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/19/2006	0.00
MOSQUEDA	RAUL M	POLICE OFFICER	EIGHTH DISTRICT	8/31/2007	0.00
MOTHES	JEFFREY	POLICE OFFICER	TWENTIETH DISTRICT	10/05/2007	0.00
MOY	JOANNE	POLICE OFFICER	EIGHTH DISTRICT	9/03/2007	0.00
MULLEN	JAMES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/17/1996	0.00
MURPHY	JOHNNY	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/13/2007	0.00
MURPHY	WILLIAM	POLICE OFFICER	NARCOTICS SECTION	6/27/2007	0.00
MURPHY-WEBB	MARGARET C	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/24/2007	0.00
NAGODE	ALFRED	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/30/2007	0.00
NASSER	STEPHEN J	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/12/2007	0.00
NEUMEYER	RICHARD W	POLICE OFFICER	FOURTEENTH DISTRICT	6/21/2006	0.00
NICPON	ANTHONY E.	POLICE OFFICER	SEVENTEENTH DISTRICT	9/19/2007	0.00
NORBERG	THOMAS J	POLICE OFFICER	SEVENTEENTH DISTRICT	9/05/2007	0.00
NUNEZ-RODRIGUEZ	CYNTHIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/31/1988	0.00
ODEN	REGINALD	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/03/2007	0.00
OLDHAM	SCOTT S	POLICE OFFICER	SEVENTEENTH DISTRICT	8/01/2007	0.00
ONEILL-GUINEY	MAUREEN T	POLICE OFFICER	SIXTEENTH DISTRICT	1/29/2005	0.00
ORTEGON	TYRONE	POLICE OFFICER	NINTH DISTRICT	7/13/2007	0.00
PALIDER	PATRICK J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/18/2007	0.00
PARTIDA	JUAN	POLICE OFFICER	TWELFTH DISTRICT	9/15/2007	0.00
PEMBERTON	KENT M	POLICE OFFICER	TWENTIETH DISTRICT	8/01/2007	0.00
PENA	HENRY A	POLICE OFFICER	THIRTEENTH DISTRICT	7/26/2007	0.00
PEREZ	JOSE S	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/14/2007	0.00
PERUSICH-GROELLER	CONSTANCE M	POLICE OFFICER	YOUTH DIVISION-ADMINISTRATION	6/18/2005	0.00
PETRULIS	AARON P	POLICE OFFICER	UNKNOWN	6/23/2007	0.00
PHILLIPS-RAMIREZ	SAMELLA	POLICE OFFICER	TWENTIETH DISTRICT	10/03/1992	0.00
PICKETT	SHAWN	POLICE OFFICER	ELEVENTH DISTRICT	10/02/2007	0.00
PIERCE	JLYNN	POLICE OFFICER	THIRD DISTRICT	9/06/2007	0.00
PIKULA	DAVID A	POLICE OFFICER	SEVENTH DISTRICT	2/04/1995	0.00
PIPER	PETER J	POLICE OFFICER	TWENTIETH DISTRICT	9/25/2006	0.00
PRADO	JUAN	POLICE OFFICER	FOURTEENTH DISTRICT	10/10/2007	0.00
PREWOZNIK	DINA M	POLICE OFFICER	FIFTEENTH DISTRICT	12/16/1997	0.00
PUCHALSKI	THERESE	POLICE OFFICER	POLICE BOARD	9/23/2007	0.00
REYES	FELIPE	POLICE OFFICER	THIRD DISTRICT	1/21/2004	0.00
REYES	RICARDO	POLICE OFFICER	NINTH DISTRICT	9/02/2007	0.00
REYNOLDS	KEITH	POLICE OFFICER	FIFTH DISTRICT	8/13/2007	0.00
REZNY	LANCE M	POLICE OFFICER	EIGHTEENTH DISTRICT	3/17/2007	0.00
RICHARD-KAMALU	JANICE L	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/27/2001	0.00
RICHARDSON	JUANITA	POLICE OFFICER	TWENTIETH DISTRICT	1/29/2005	0.00
RIVERA	MIGUEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/17/2007	0.00
RIX	MICHAEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/03/2007	0.00
RODEKOHR	BRANDON K	POLICE OFFICER	RECRUIT TRAINING	11/13/2006	0.00
RODRIGUEZ	NINA L	POLICE OFFICER	SEVENTEENTH DISTRICT	8/24/2007	0.00
RODRIGUEZ	PETE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/19/2007	0.00
ROLLINS	CHARLES J	POLICE OFFICER	NINTH DISTRICT	12/16/2006	0.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROMAKHA	MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	6/30/2007	0.00
ROMANSKI	STEPHEN	POLICE OFFICER	NINTH DISTRICT	1/01/2006	0.00
ROMERO	BENITO JR	POLICE OFFICER	RECRUIT TRAINING	12/13/2005	0.00
ROSALES	RAUL	POLICE OFFICER	RECRUIT TRAINING	10/07/2003	0.00
ROSE	ROBERT J	POLICE OFFICER	TWENTIETH DISTRICT	11/26/2006	0.00
RUBIN	RICHARD	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	4/11/2007	0.00
RUSCH	KRISTY C	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/16/2007	0.00
RUSSELL	LISA	POLICE OFFICER	NINTH DISTRICT	9/21/2007	0.00
RYAN	LAWRENCE R	POLICE OFFICER	FOURTH DISTRICT	2/09/2007	0.00
SALAZAR	RICARDO	POLICE OFFICER	FOURTH DISTRICT	2/21/2007	0.00
SALGADO	DANNY	POLICE OFFICER	FOURTH DISTRICT	10/07/2007	0.00
SAMPIM	SAHARAT	POLICE OFFICER	FOURTEENTH DISTRICT	9/25/2007	0.00
SAMPSON	ESTHER M	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/17/2007	0.00
SANABRIA	GARY P	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/2007	0.00
SANCHEZ	ORLANDO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/27/2007	0.00
SCHAFFER	RYAN M	POLICE OFFICER	RECRUIT TRAINING	10/11/2007	0.00
SCHENK	CHRISTOPHER	POLICE OFFICER	EIGHTEENTH DISTRICT	6/03/2006	0.00
SCHERER	KARL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/22/2006	0.00
SCHROEDER	MELISSA L	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/10/2007	0.00
SCHULTER	PHILLIP	POLICE OFFICER	ELEVENTH DISTRICT	9/10/2007	0.00
SCHUMPP	TIMOTHY J	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/09/2006	0.00
SCOUFIS	GEORGE S	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/01/2007	0.00
SEATON	MILTON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/28/2007	0.00
SERAFINI	CYNTHIA A	POLICE OFFICER	NINETEENTH DISTRICT	5/09/1991	0.00
SHANNON	DEBORA S	POLICE OFFICER	SEVENTH DISTRICT	8/11/2006	0.00
SILVA	RAMON	POLICE OFFICER	TENTH DISTRICT	10/02/2007	0.00
SINGLETON	IRENE	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/20/2007	0.00
SLATER	JASON	POLICE OFFICER	RECRUIT TRAINING	2/22/2007	0.00
SMITH	DANIEL J	POLICE OFFICER	EIGHTEENTH DISTRICT	5/07/2007	0.00
SMITH	JOSEPH J	POLICE OFFICER	MARINE UNIT	8/04/2007	0.00
SMITH-HOLMES	NECOLE	POLICE OFFICER	FOURTH DISTRICT	6/12/2003	0.00
SOLIS	ZIOLA M	POLICE OFFICER	THIRTEENTH DISTRICT	12/08/2006	0.00
SONLEY	JOHN	POLICE OFFICER	SECOND DISTRICT	2/14/2007	0.00
SPIZZIRRI	EDWARD A	POLICE OFFICER	TWELFTH DISTRICT	9/23/2006	0.00
SPRADLEY	ERNEST R.	POLICE OFFICER	SEVENTH DISTRICT	7/30/2007	0.00
SPYKER	WILLIAM J	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/27/2007	0.00
STAGEN	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/12/2007	0.00
STANFORD	MILAN	POLICE OFFICER	THIRD DISTRICT	12/28/2006	0.00
STANKOWSKI	DONALD D	POLICE OFFICER	EIGHTEENTH DISTRICT	2/21/2007	0.00
STAPLETON	JOHN R	POLICE OFFICER	EIGHTEENTH DISTRICT	3/30/2007	0.00
STEINBRENNER	RICHARD	POLICE OFFICER	FIFTH DISTRICT	11/19/2007	0.00
STELLA	NICHOLAS	POLICE OFFICER	SEVENTH DISTRICT	8/05/2007	0.00
STEWART-DYESS	MARIA ELLENA	POLICE OFFICER	FIRST DISTRICT	8/05/2007	0.00
STIPANOV	KRIS ANTHONY	POLICE OFFICER	ELEVENTH DISTRICT	10/23/2007	0.00
STODDARD	STEPHEN M	POLICE OFFICER	EIGHTH DISTRICT	5/18/2006	0.00
STOKES	ALEX	POLICE OFFICER	EIGHTEENTH DISTRICT	6/25/2007	0.00
STROMEK	WALTER F	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/07/2000	0.00
SUMMERS	BRUCE	POLICE OFFICER	THIRD DISTRICT	8/23/2007	0.00
SUMMERVILLE	MARTIN T	POLICE OFFICER	INTELLIGENCE SECTION	10/30/2007	0.00

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SURGAL	JOSHUA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/02/2007	0.00
SUTTON	ROSILYNN	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/25/2007	0.00
TANG	WILLIAM	POLICE OFFICER	SIXTEENTH DISTRICT	8/01/2007	0.00
TANNEHILL	MICHAEL A	POLICE OFFICER	NINETEENTH DISTRICT	8/14/2007	0.00
TAYLOR	ERIC	POLICE OFFICER	SEVENTH DISTRICT	9/02/2007	0.00
TAYLOR	GEORGE	POLICE OFFICER	SEVENTH DISTRICT	3/27/2007	0.00
TEAHAN	TERRENCE P	POLICE OFFICER	SIXTEENTH DISTRICT	9/28/2007	0.00
TELLEZ	NORA E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/03/2006	0.00
THOLL	ROBERT J	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2007	0.00
THOMAS	MICHAEL J	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/2007	0.00
THOMAS-DEMONICA	CHERIE A	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/31/2007	0.00
TIRADO	MARCO	POLICE OFFICER	SEVENTEENTH DISTRICT	9/11/2007	0.00
TLAPA-GRASSI	LISA M	POLICE OFFICER	FOURTEENTH DISTRICT	9/24/2007	0.00
TOKARZ	JOYCE A	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/1998	0.00
TOMASIK	RONALD	POLICE OFFICER	ELEVENTH DISTRICT	4/27/2007	0.00
TOMASO	MICHAEL	POLICE OFFICER	NINTH DISTRICT	11/09/2007	0.00
TOMESCU	LIVIUS	POLICE OFFICER	RECRUIT TRAINING	3/02/2007	0.00
TORNES	CYNTHIA	POLICE OFFICER	SECOND DISTRICT	8/23/2007	0.00
TRAAN	GUAM V	POLICE OFFICER	FIRST DISTRICT	9/23/2007	0.00
TRACEY	KRISTIN	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2007	0.00
TRACEY	KRISTIN	POLICE OFFICER	FIFTEENTH DISTRICT	7/20/2007	0.00
TRUESDALE	SAMUEL K	POLICE OFFICER	RECRUIT TRAINING	9/21/2007	0.00
TULLY	MARTIN	POLICE OFFICER	NINTH DISTRICT	12/07/2006	0.00
TURNER	RONALD	POLICE OFFICER	UNKNOWN	7/05/2007	0.00
UNDERWOOD	COLLIS A	POLICE OFFICER	THIRD DISTRICT	6/16/2007	0.00
VALIENT	BRIDGET	POLICE OFFICER	SEVENTH DISTRICT	3/25/1990	0.00
VANOUREK	JOESPH E.	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/2007	0.00
VANVEGTEN	ANDRE H	POLICE OFFICER	UNKNOWN	1/09/1997	0.00
VARELA	JEANNETTE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/05/2007	0.00
VARGAS-AGUILERA	GAIL V	POLICE OFFICER	FOURTH DISTRICT	9/27/2005	0.00
VEGA	GERARDO	POLICE OFFICER	ELEVENTH DISTRICT	2/15/2007	0.00
VENCES	SERGIO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/15/2007	0.00
VIRAMONTES	RICARDO	POLICE OFFICER	EIGHTH DISTRICT	10/03/2007	0.00
VITCA	FELICIAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/27/2007	0.00
VOIGHT	WILLIAM M	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/01/2007	0.00
WAGER	GARY	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	3/22/2007	0.00
WALICZEK	EDWARD	POLICE OFFICER	TENTH DISTRICT	4/08/1992	0.00
WALTERS	CHARLES	POLICE OFFICER	THIRD DISTRICT	5/07/2003	0.00
WARNER	MARK T	POLICE OFFICER	SECOND DISTRICT	9/07/2007	0.00
WARREN	LORRAINE R	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/05/2006	0.00
WARREN	LORRAINE R	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/02/2007	0.00
WARREN-PURDIMAN	PAMELA L	POLICE OFFICER	EIGHTEENTH DISTRICT	9/17/2007	0.00
WATSON	VERNON A	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/26/2003	0.00
WATTS	STEPHEN A	POLICE OFFICER	SECOND DISTRICT	5/28/2007	0.00
WEIGAND	THOMAS J	POLICE OFFICER	SECOND DISTRICT	7/05/2007	0.00
WELCH	JOHN W	POLICE OFFICER	FIFTEENTH DISTRICT	9/15/2007	0.00
WELLS	OTIS	POLICE OFFICER	RECRUIT TRAINING	8/08/2007	0.00
WETZEL	DAVID N	POLICE OFFICER	SECOND DISTRICT	4/17/2002	0.00
WHITE	PAUL C	POLICE OFFICER	SIXTEENTH DISTRICT	8/05/2007	0.00

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WHITE	PETER G	POLICE OFFICER	FIFTEENTH DISTRICT	5/30/2007	0.00
WILLEMS	LAWRENCE E.	POLICE OFFICER	FOURTEENTH DISTRICT	10/12/2007	0.00
WILLIAMS	ANDRE	POLICE OFFICER	FIFTH DISTRICT	12/06/2007	0.00
WILSON	KAZAN	POLICE OFFICER	FIRST DISTRICT	9/15/2007	0.00
WILSON	MICHAEL J	POLICE OFFICER	EIGHTEENTH DISTRICT	7/23/2007	0.00
WITT	DEBORAH J.	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/26/2007	0.00
WITULSKI	TODD	POLICE OFFICER	THIRD DISTRICT	10/05/2007	0.00
WOJCIKOWSKI	KAREN E	POLICE OFFICER	EIGHTEENTH DISTRICT	8/26/2007	0.00
WORRELL	RENATA	POLICE OFFICER	FOURTH DISTRICT	9/16/2007	0.00
WOZNICKI	ROBERT A	POLICE OFFICER	SIXTEENTH DISTRICT	1/08/2007	0.00
WRIGHT	AMANDA	POLICE OFFICER	ELEVENTH DISTRICT	7/30/2007	0.00
WU	DAVID C	POLICE OFFICER	EIGHTEENTH DISTRICT	8/20/2007	0.00
WYMAN	DANIEL S	POLICE OFFICER	TWELFTH DISTRICT	10/10/2007	0.00
XEMTARAS	DEMETRIOS V	POLICE OFFICER	SIXTEENTH DISTRICT	12/13/2007	0.00
YOUNG	BRUCE	POLICE OFFICER	FIFTH DISTRICT	7/16/2003	0.00
YOUNG	KENNETH	POLICE OFFICER	SECOND DISTRICT	7/28/2007	0.00
AGOSTINELLI	MICHAEL A	FIREFIGHTER	TRUCK 36	7/20/2007	0.00
ALTMAN	JAMES	FIREFIGHTER	SQUAD 1	3/02/2007	0.00
ANDRADE	MARK	FIREFIGHTER	ENGINE COMPANY 94	10/15/2005	0.00
ANTONUCCI	RAYMOND	FIREFIGHTER	ENGINE COMPANY 96	9/10/2006	0.00
ARANDA	ARTHUR	FIREFIGHTER	SQUAD 2	12/01/2006	0.00
AUMANN	WILLIAM	FIREFIGHTER	TRUCK 18	2/14/2007	0.00
BAKOPOULOS	TRACI	POLICE OFFICER	UNKNOWN	10/21/2006	0.00
BARABASZ	GREGORY	FIREFIGHTER	ENGINE COMPANY 102	9/29/2007	0.00
BARRETT	ANTIONETTE	FIREFIGHTER	UNKNOWN	7/16/2007	0.00
BEASON	DAVE A.	FIREFIGHTER	ENGINE COMPANY 121	9/16/2007	0.00
BIGONESS	JAMES	FIREFIGHTER	TRUCK 51	5/18/2006	0.00
BOTICA	TIMOTHY	FIREFIGHTER	TRUCK 51	6/07/1998	0.00
BROGAN	JOHN M	FIREFIGHTER	AMBULANCE 19	7/27/2007	0.00
BROWN	EGNECHLES	FIREFIGHTER	TRUCK 34	10/18/2006	0.00
BUGANSKI	DANIEL	FIREFIGHTER	TRUCK 51	5/27/2005	0.00
BUTLER	TERRENCE	FIREFIGHTER	TRUCK 24	9/02/2007	0.00
CAHILL	DENNIS	FIREFIGHTER	TRUCK 20	11/02/2007	0.00
CARRILLO	ENRIQUE R	FIREFIGHTER	TRUCK 36	8/02/2007	0.00
CARSON	BRENDA	FIREFIGHTER	DISTRICT RELIEF 5	2/24/2007	0.00
CATALANO	CHRISTOPHER	FIREFIGHTER	AMBULANCE 8	9/18/2007	0.00
CERNA	MARIO O	FIREFIGHTER	ENGINE COMPANY 73	11/19/2007	0.00
COFFMAN	JOHN	FIREFIGHTER	DISTRICT RELIEF 6	4/11/2007	0.00
COLLINS	TOM	FIREFIGHTER	AMBULANCE 45	9/06/2007	0.00
CONRAD	KATHLEEN	FIREFIGHTER	UNKNOWN	5/18/2007	0.00
CONTRERAS	JOHN	FIREFIGHTER	TRUCK 13	11/08/2007	0.00
COOPER	JAMES L	FIREFIGHTER	UNKNOWN	3/02/2006	0.00
COSGROVE	TIMOTHY	FIREFIGHTER	ENGINE COMPANY 116	11/07/2007	0.00
COULTER	BRYANT	FIREFIGHTER	TRUCK 62	6/03/2007	0.00
CRAVEN	PATRICK	FIREFIGHTER	TRUCK 32	2/17/2007	0.00
CRIBBEN	ROBERT	FIREFIGHTER	ENGINE COMPANY 68	10/13/2007	0.00
CZARNECKI	TODD	FIREFIGHTER	UNKNOWN	7/20/2007	0.00
DAISY	JOSHUA	POLICE OFFICER	UNKNOWN	10/22/2007	0.00
DALY	DANIEL	FIREFIGHTER	AMBULANCE 29	7/15/2007	0.00

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DALY	DANIEL	FIREFIGHTER	AMBULANCE 29	12/20/2006	0.00
DALY	MICHAEL	FIREFIGHTER	UNKNOWN	2/04/2007	0.00
DAVILA	NANCY A	FIREFIGHTER	AMBULANCE 18	11/11/2007	0.00
DE JESUS	ADDEL	FIREFIGHTER	UNKNOWN	10/28/2007	0.00
DELGADO	JAIME	FIREFIGHTER	ENGINE COMPANY 14	7/28/2007	0.00
DELUCA	WILLIAM	FIREFIGHTER	TRUCK 39	11/03/2007	0.00
DEMUS	MAURICE	FIREFIGHTER	TRUCK 48	7/06/2005	0.00
DERTZ	WAYNE	FIREFIGHTER	ENGINE COMPANY 54	10/17/2007	0.00
DOLAN	SEAN	FIREFIGHTER	AMBULANCE 36	10/22/2006	0.00
DOMINICK	BRENDAN	FIREFIGHTER	UNKNOWN	1/29/2007	0.00
DOUGLAS	STEPHEN	FIREFIGHTER	ENGINE COMPANY 5	8/02/2006	0.00
DOYLE	JAMES	FIREFIGHTER	ENGINE COMPANY 64	9/21/2007	0.00
DUNAGAN	BRIDGETTE	FIREFIGHTER	DISTRICT RELIEF 6	11/17/2007	0.00
DUNN-MALLALLY	CHRIS	FIREFIGHTER	AMBULANCE 43	5/10/2007	0.00
DURAN	MAXWELL J	FIREFIGHTER	AMBULANCE 7	9/08/2007	0.00
ENHELDER	PAUL	LIEUTENANT	TRUCK 14	3/06/2003	0.00
ENNESSER	DANIEL	FIREFIGHTER	TRUCK 37	9/10/2002	0.00
ENOS	BARBARA	FIREFIGHTER	AMBULANCE 48	10/21/2007	0.00
ENRIGHT	JOHN P	FIREFIGHTER	ENGINE COMPANY 113	7/18/2007	0.00
ENRIGHT	JOHN P	FIREFIGHTER	ENGINE COMPANY 113	9/13/2007	0.00
EVENSON	CHARLES S	FIREFIGHTER	DISTRICT RELIEF 6	11/27/2007	0.00
FACUNDO	JESUS	FIREFIGHTER	UNKNOWN	6/02/2005	0.00
FARIAS	FRANCISCO	FIREFIGHTER	TRUCK 21	7/19/2007	0.00
FARIAS	FRANCISCO	FIREFIGHTER	TRUCK 21	10/26/2007	0.00
FAVIS	MARIO	FIREFIGHTER	AMBULANCE 33	9/20/2007	0.00
FERGUSON	ZACHARY	FIREFIGHTER	UNKNOWN	6/01/2007	0.00
FLEISCHHACKER	TOM	FIREFIGHTER	ENGINE COMPANY 113	12/24/2001	0.00
FLYNN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 64	1/24/2007	0.00
FOLK	ROBERT M	FIREFIGHTER	ENGINE COMPANY 81	9/24/2007	0.00
FORTUNA	NICHOLAS	FIREFIGHTER	UNKNOWN	9/17/2007	0.00
FOWLER	TIM	FIREFIGHTER	SQUAD 3	6/14/2005	0.00
FOX	JOHN	FIREFIGHTER	TRUCK 15	7/25/2007	0.00
GACKI	ROBERT	FIREFIGHTER	DISTRICT RELIEF 5	8/22/2007	0.00
GALLOZA	EDWARD	FIREFIGHTER	TRUCK 14	11/01/2007	0.00
GARA-HOGAN	SHEILA E	FIREFIGHTER	UNKNOWN	1/29/2007	0.00
GILHOOLY	BRIAN	LIEUTENANT	ENGINE COMPANY 126	9/03/2004	0.00
GOGA	ROBERT	FIREFIGHTER	TRUCK 4	11/01/2007	0.00
GOMEZ	SCOTT	FIREFIGHTER	UNKNOWN	9/29/2007	0.00
GONZALES	MICHAEL	FIREFIGHTER	ENGINE COMPANY 60	8/09/2007	0.00
GRAND	KEVIN	PARAMEDIC	AMBULANCE 47	5/18/2002	0.00
GRAVES	CORNELIUS	FIREFIGHTER	DISTRICT RELIEF 6	7/06/2007	0.00
GRAVES	KEVIN	FIREFIGHTER	UNKNOWN	9/14/2007	0.00
GULICK-RENAR	CATHERINE	FIREFIGHTER	TRUCK 26	12/11/2006	0.00
HAIN	ALFRED	FIREFIGHTER	DISTRICT RELIEF 3	4/02/2007	0.00
HALL	JOHN	FIREFIGHTER	UNKNOWN	5/27/2006	0.00
HAMELIN-KIRK	ELIZABETH A	FIREFIGHTER	UNKNOWN	8/02/2007	0.00
HANSEN	CHRISTOPHER	FIREFIGHTER	AMBULANCE 48	9/30/2007	0.00
HASAN	ABDEL-NASER	FIREFIGHTER	ENGINE COMPANY 72	7/30/2007	0.00
HATTEN	OSA	FIREFIGHTER	DISTRICT RELIEF 2	9/01/2007	0.00

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HAUGH	JOSEPH	FIREFIGHTER	DISTRICT RELIEF 3	1/16/2007	0.00
HAYNES	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 118	7/16/2007	0.00
HEENAN	MICHAEL F	FIREFIGHTER	ENGINE COMPANY 46	1/16/2007	0.00
HENRY	ZACHARY	FIREFIGHTER	TRUCK 5	3/03/2007	0.00
HERLING	THOMAS P	FIREFIGHTER	ENGINE COMPANY 35	8/30/2005	0.00
HODGE	JOHN	FIREFIGHTER	ENGINE COMPANY 102	8/25/2007	0.00
HOLLAND	SCOTT	FIREFIGHTER	TRUCK 44	9/12/2007	0.00
HOLMES	STEVEN	FIREFIGHTER	TRUCK 59	7/09/2007	0.00
HOOD	ALAN	FIREFIGHTER	TRUCK 1	9/14/2005	0.00
HOPPENRATH	KATIE	FIREFIGHTER	UNKNOWN	8/30/2007	0.00
HOWE	CHRISTIAN	FIREFIGHTER	AMBULANCE 14	6/11/2007	0.00
HUBBELL	ELLEN	FIREFIGHTER	TRUCK 60	4/12/2006	0.00
HUGUETH	FRIEDA	FIREFIGHTER	AMBULANCE 23	10/30/2005	0.00
HUMPHREY	WILLIAM	FIREFIGHTER	ENGINE COMPANY 22	7/26/2007	0.00
HUMPHRIES	CURTIS	FIREFIGHTER	ENGINE COMPANY 60	12/24/2006	0.00
HUNTER	JERALD	FIREFIGHTER	ENGINE COMPANY 26	2/07/2007	0.00
INIGUEZ	VINCENT	FIREFIGHTER	ENGINE COMPANY 99	6/21/2007	0.00
JACOBUCCI	MARK	FIREFIGHTER	ENGINE COMPANY 43	11/10/2007	0.00
JANOZIK JR	ROBERT	FIREFIGHTER	SQUAD 1	12/11/1999	0.00
JONES	ERIC	FIREFIGHTER	UNKNOWN	2/09/2007	0.00
JUREK	RICHARD	FIREFIGHTER	UNKNOWN	7/13/2007	0.00
JUREWICZ	ROBERT	FIREFIGHTER	DISTRICT RELIEF 2	2/23/2007	0.00
KANESHIRO	BERTRAM	FIREFIGHTER	ENGINE COMPANY 54	11/02/2007	0.00
KASPER	ANTHONY	FIREFIGHTER	UNKNOWN	5/14/2007	0.00
KELLY	JOSEPH	FIREFIGHTER	UNKNOWN	1/22/2007	0.00
KESTLER	WILLIAM	FIREFIGHTER	TRUCK 44	11/04/2006	0.00
KEYS	GLEN E	POLICE OFFICER	UNKNOWN	9/24/2007	0.00
KIERYS	STEVE	FIREFIGHTER	TRUCK 13	3/18/2007	0.00
KING	JONI	FIREFIGHTER	UNKNOWN	11/06/2007	0.00
KINNERK	JOSEPH	POLICE OFFICER	UNKNOWN	8/13/2007	0.00
KIRK	STUART	FIREFIGHTER	AMBULANCE 45	7/27/2007	0.00
KNAPEREK	DAVID	FIREFIGHTER	TRUCK 54	7/15/2007	0.00
KOCHAN	GARY	FIREFIGHTER	UNKNOWN	1/31/2006	0.00
KOLBASH	JEFFERY	FIREFIGHTER	ENGINE COMPANY 44	6/05/2007	0.00
KOPKE	KEITH	FIREFIGHTER	TRUCK 58	8/15/2007	0.00
KOTLARZ	STANLEY T	FIREFIGHTER	UNKNOWN	2/12/2006	0.00
KOWNACKI	JOHN W	FIREFIGHTER	ENGINE COMPANY 7	4/28/2007	0.00
KRAFT	JEFFREY	FIREFIGHTER	ENGINE COMPANY 113	3/18/2007	0.00
KRAWCZYK	FRANK	FIREFIGHTER	TRUCK 36	10/14/2007	0.00
KUSSMANN	DONALD	FIREFIGHTER	TRUCK 7	7/13/2006	0.00
KWASNY	RICHARD	FIREFIGHTER	TRUCK 29	8/15/2007	0.00
LANIER	SHARRIEFF	LIEUTENANT	ENGINE COMPANY 75	12/07/2003	0.00
LARKIN	MICHAEL P	FIREFIGHTER	ENGINE COMPANY 54	9/25/2007	0.00
LEA	PAUL	FIREFIGHTER	UNKNOWN	6/07/2007	0.00
LEE	KENNETH	FIREFIGHTER	ENGINE COMPANY 73	1/07/2001	0.00
LENO	DAVID	FIREFIGHTER	DISTRICT RELIEF 5	7/23/2007	0.00
LICATO	ANTHONY	FIREFIGHTER	AMBULANCE 33	11/17/2005	0.00
LIVERMORE	BRIAN	FIREFIGHTER	TRUCK 17	5/19/2007	0.00
LIVERMORE	BRIAN	FIREFIGHTER	TRUCK 17	11/18/2007	0.00

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LOPER	DAVID	FIREFIGHTER	DISTRICT RELIEF 2	4/09/2007	0.00
LOPEZ	JOSEPH A	FIREFIGHTER	TRUCK 7	9/26/2006	0.00
LOPEZ	RONIE	FIREFIGHTER	ENGINE COMPANY 22	9/15/2007	0.00
LORENZ	DEL	FIREFIGHTER	TRUCK 57	7/25/2007	0.00
LUCHESI	JAMES	FIREFIGHTER	UNKNOWN	4/07/2007	0.00
MACEK	ROBERT	FIREFIGHTER	SNORKEL SQUAD 3	7/23/2006	0.00
MAGEE	MICHAEL	FIREFIGHTER	ENGINE COMPANY 103	1/09/2006	0.00
MAGLIANO	THOMAS	FIREFIGHTER	BATTALION 22	8/05/2007	0.00
MARTINEZ	ALAN	FIREFIGHTER	TRUCK 58	11/02/2007	0.00
MAYFIELD	KENNETH	FIREFIGHTER	ENGINE COMPANY 122	4/20/2000	0.00
MCCAULEY	LORRAINE	FIREFIGHTER	AMBULANCE 25	10/17/2007	0.00
MCCLOREY	JOHN	FIREFIGHTER	ENGINE COMPANY 47	7/08/2007	0.00
MCINNIS	LUTHER	FIREFIGHTER	TRUCK 34	2/09/2007	0.00
MCMAHON	PATRICK	ENGINEER	ENGINE COMPANY 117	5/06/1998	0.00
MCNEILL	PATRICIA G	FIREFIGHTER	AMBULANCE 20	10/14/2007	0.00
MELLON	MICHAEL	FIREFIGHTER	TRUCK 19	3/12/2007	0.00
MENDOZA	JEROME	FIREFIGHTER	UNKNOWN	3/18/2001	0.00
MENDRO	JAMES	FIREFIGHTER	TRUCK 22	8/25/2006	0.00
MESKE	NORMAN	FIREFIGHTER	AMBULANCE 31	10/18/2007	0.00
MICHI	ANTHONY	FIREFIGHTER	TRUCK 36	6/02/2007	0.00
MILLER	JAMES	FIREFIGHTER	TRUCK 32	8/22/2006	0.00
MILLER	JIMMIE	FIREFIGHTER	DISTRICT RELIEF 1	7/08/2007	0.00
MORENO	JOSE	FIREFIGHTER	TRUCK 17	9/07/2007	0.00
MORRIS	ROBERT	FIREFIGHTER	TRUCK 40	10/15/2007	0.00
MOTT	WILLIAM	FIREFIGHTER	UNKNOWN	12/11/2005	0.00
NEARY	JAMES	FIREFIGHTER	TRUCK 19	10/13/2007	0.00
NELSON	ROBERT	FIREFIGHTER	TRUCK 35	9/30/2007	0.00
NERIS	ELIAS	FIREFIGHTER	TRUCK 55	11/05/2007	0.00
NEWCOMER	EDWARD	FIREFIGHTER	TRUCK 36	10/22/2007	0.00
NG	MICHAEL	FIREFIGHTER	DISTRICT RELIEF 2	10/29/2007	0.00
NOONAN	MICHAEL	FIREFIGHTER	TRUCK 31	5/30/2007	0.00
OBOYLE	LAWRENCE	FIREFIGHTER	UNKNOWN	8/01/2004	0.00
OBROCHTA	WALTER	POLICE OFFICER	UNKNOWN	4/12/2007	0.00
OCONNELL	RYAN	FIREFIGHTER	ENGINE COMPANY 124	11/13/2002	0.00
ODRISCOLL	SEAN	FIREFIGHTER	TRUCK 36	12/29/2004	0.00
OLEARY	TIMOTHY	FIREFIGHTER	ENGINE COMPANY 125	4/14/2007	0.00
OLSZEWSKI	CHRISTOPHER	FIREFIGHTER	ENGINE COMPANY 54	3/04/2007	0.00
OROZCO	OSMAR	FIREFIGHTER	ENGINE COMPANY 89	7/08/2007	0.00
ORTIZ	BETTY	FIREFIGHTER	AMBULANCE 48	8/23/2007	0.00
ORZECHOWSKI	THOMAS	FIREFIGHTER	UNKNOWN	5/06/2007	0.00
PALOMO-ALIECA	ROSITA	FIREFIGHTER	AMBULANCE 25	10/25/2007	0.00
PAPEZ	RICHARD	FIREFIGHTER	TRUCK 32	8/06/2007	0.00
PARKS	MARY J	FIREFIGHTER	AMBULANCE 8	8/27/2007	0.00
PATRICELLI	MARC	FIREFIGHTER	ENGINE COMPANY 106	9/26/2004	0.00
PECK	DAVID	FIREFIGHTER	AMBULANCE 35	5/12/2005	0.00
PENNIE	LAWRENCE C	FIREFIGHTER	ENGINE COMPANY 76	10/22/2007	0.00
PENROD	KENNETH	FIREFIGHTER	ENGINE COMPANY 118	4/26/2004	0.00
PEREZ	CARLOS	FIREFIGHTER	ENGINE COMPANY 110	5/09/2007	0.00
PERREAULT	PETER L	FIREFIGHTER	AMBULANCE 38	5/06/2007	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2008

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PITNER	SEAN	FIREFIGHTER	TRUCK 8	7/05/2007	0.00
POLK	RICKY	FIREFIGHTER	TRUCK 20	7/20/2007	0.00
POWELL	BENNETT G	FIREFIGHTER	TRUCK 48	6/30/2007	0.00
PROCACCIO	JOHN	FIREFIGHTER	ENGINE COMPANY 101	7/22/2007	0.00
RADDATZ	TIMOTHY	FIREFIGHTER	TRUCK 8	1/21/2006	0.00
RADKA	GEORGE	FIREFIGHTER	SQUAD 3	2/16/2007	0.00
RAMIREZ	JOSEPH	FIREFIGHTER	TRUCK 4	3/18/2007	0.00
RAYBORN	HARRY	FIREFIGHTER	UNKNOWN	11/04/2007	0.00
REDMOND	DWAYNE	FIREFIGHTER	AMBULANCE 27	9/17/2007	0.00
REEVES	CHARLES	FIREFIGHTER	AMBULANCE 5	9/17/2006	0.00
RENO	MICHAEL	FIREFIGHTER	ENGINE COMPANY 95	9/22/2007	0.00
RICHARDSON	JIM	FIREFIGHTER	TRUCK 9	10/21/2007	0.00
RICHARDSON	LEWIS	FIREFIGHTER	UNKNOWN	3/01/2007	0.00
ROGUS	ANDREW	FIREFIGHTER	ENGINE COMPANY 117	12/06/2003	0.00
ROSA	JOHN	FIREFIGHTER	UNKNOWN	5/11/2007	0.00
ROSE	DON	FIREFIGHTER	TRUCK 34	3/11/2007	0.00
ROSSI	JOSEPH	FIREFIGHTER	ENGINE COMPANY 101	3/21/2007	0.00
ROTH	MIRIAM	FIREFIGHTER	AMBULANCE 7	7/07/2007	0.00
RUPICK	THOMAS	FIREFIGHTER	ENGINE COMPANY 11	3/18/2007	0.00
SAMPSON	JAMES	FIREFIGHTER	SQUAD 4	7/20/2007	0.00
SANCHEZ	JESSE	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	12/03/2007	0.00
SANTIAGO	JOSE	FIREFIGHTER	UNKNOWN	2/21/2007	0.00
SANTIAGO	JOSE	FIREFIGHTER	TRUCK 32	6/30/2007	0.00
SCHOFIELD	RICHARD	FIREFIGHTER	ENGINE COMPANY 49	5/13/2007	0.00
SCHRINER	MARILYN	FIREFIGHTER	ENGINE COMPANY 7	10/20/2006	0.00
SENNETT	NEIL	FIREFIGHTER	AMBULANCE 10	3/27/2007	0.00
SERBIN	THOMAS	FIREFIGHTER	AMBULANCE 7	11/07/2006	0.00
SERWATKA	PAUL	FIREFIGHTER	ENGINE COMPANY 11	12/21/2006	0.00
SINOPOLI	ENZO	PARAMEDIC	UNKNOWN	12/03/2000	0.00
SLAUGHTER	JIMMIE	FIREFIGHTER	TRUCK 11	5/20/2007	0.00
SOBEK	KEVIN	FIREFIGHTER	ENGINE COMPANY 123	9/27/2005	0.00
SOPKO	ANDREW	ENGINEER	ENGINE COMPANY 78	10/04/2001	0.00
SORRENTINO	NICHOLAS	FIREFIGHTER	ENGINE COMPANY 57	10/25/2001	0.00
SOSO	RICHARD	FIREFIGHTER	AMBULANCE 26	2/25/2007	0.00
SPOSATO	LEONARD	FIREFIGHTER	TRUCK 14	2/05/2006	0.00
STEINER	WILLIAM	FIREFIGHTER	AMBULANCE 31	8/25/2007	0.00
SULLIVAN	JOHN	FIREFIGHTER	DISTRICT RELIEF 1	10/09/2006	0.00
SUSTR	JAMES	FIREFIGHTER	TRUCK 53	11/07/2007	0.00
TALLEY-THOMPSON	CHARLEE	FIREFIGHTER	UNKNOWN	9/07/2007	0.00
TAYLOR	EUCLID	FIREFIGHTER	TRUCK 26	7/09/2006	0.00
TENTLER	ALBERT	FIREFIGHTER	DISTRICT RELIEF 2	3/25/2007	0.00
THAMES	KATHI	FIREFIGHTER	UNKNOWN	10/27/2007	0.00
THOMASON	KERRY P	FIREFIGHTER	ENGINE COMPANY 11	1/28/2007	0.00
THOMPSON	CHARLES	FIREFIGHTER	TRUCK 9	4/16/2007	0.00
THOMPSON-BEY	STEVE A	FIREFIGHTER	ENGINE COMPANY 126	2/06/2007	0.00
TORRISE	DANIEL	FIREFIGHTER	UNKNOWN	7/30/2007	0.00
TYLER	DONNA M	FIREFIGHTER	AMBULANCE 33	4/11/2007	0.00
ULREICH	KELLY	FIREFIGHTER	AMBULANCE 39	7/24/2007	0.00
VAN ARKEL	TERRY M	FIREFIGHTER	TRUCK 42	5/18/2007	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2008

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VOGRICH	GLEN	FIREFIGHTER	ENGINE COMPANY 101	11/02/2006	0.00
WALSH	JAMES P	FIREFIGHTER	TRUCK 29	8/09/2006	0.00
WALTER-FARMER	KAREN	FIREFIGHTER	MEDICAL LAY UP	8/12/2006	0.00
WARFIELD	JESSE	FIREFIGHTER	TRUCK 14	7/17/2007	0.00
WASSERMAN	JOEL	FIREFIGHTER	UNKNOWN	10/31/2007	0.00
WHEATLY	CHRISTOPHER	FIREFIGHTER	UNKNOWN	3/06/2007	0.00
WHITE	THOMAS	FIREFIGHTER	TRUCK 48	3/05/2007	0.00
WHITSON	DAWN D	FIREFIGHTER	UNKNOWN	7/06/2007	0.00
WILFERT	KENNETH	PARAMEDIC	UNKNOWN	12/23/1989	0.00
WILLIAMS	ANTHONY	FIREFIGHTER	TRUCK 61	7/15/2007	0.00
WILLIAMS	JAMES	FIREFIGHTER	UNKNOWN	8/31/2006	0.00
WILLIAMS	LEWIS	FIREFIGHTER	ENGINE COMPANY 81	1/25/2007	0.00
WILLIAMS	RICARDO	FIREFIGHTER	ENGINE COMPANY 81	11/09/2006	0.00
WILLIAMS	STANLEY A	FIREFIGHTER	ENGINE COMPANY 122	6/14/2007	0.00
WILSON	RODNEY	FIREFIGHTER	ENGINE COMPANY 122	9/10/2006	0.00
WINDT	WILLIAM	FIREFIGHTER	TRUCK 17	10/26/2007	0.00
WOODS	MARLON	FIREFIGHTER	UNKNOWN	3/01/2007	0.00
WRIGHT	SHELLY	FIREFIGHTER	UNKNOWN	7/22/2007	0.00
ZACCAGNINI	GEORGE	FIREFIGHTER	ENGINE COMPANY 91	9/22/2007	0.00
ZAKRZEWSKI	JAMES	FIREFIGHTER	TRUCK 10	6/22/2007	0.00
ZANGE	ROBERT	FIREFIGHTER	UNKNOWN	11/01/2007	0.00
ZANIN	MARTIN	FIREFIGHTER	TRUCK 18	1/17/2007	0.00
ZARCONE	ANTHONY	FIREFIGHTER	ENGINE COMPANY 22	4/30/2007	0.00
ZOLLER	DANIEL	FIREFIGHTER	TRUCK 15	6/27/2007	0.00
ZULLO	JOHN	FIREFIGHTER	BATTALION 10	6/16/2007	0.00
ZUPAN	WILLIAM	FIREFIGHTER	ENGINE COMPANY 46	6/16/2005	0.00

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending 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 20557 through 20560 of this *Journal*.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

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.

(Continued on page 20561)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2008

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AGEE	LAWRENCE C	POLICE OFFICER	UNKNOWN	9/17/2007	0.00
AICH	ALVARO A	POLICE OFFICER	TENTH DISTRICT	5/09/2007	0.00
ALANIZ	ELIZABETH	POLICE OFFICER	EIGHTH DISTRICT	8/23/2007	0.00
ALLEN	DENOTRA	POLICE OFFICER	THIRD DISTRICT	7/07/1992	0.00
AUGLE	MATTHEW E	POLICE OFFICER	EIGHTH DISTRICT	8/24/2007	0.00
BAETY	DARRYL R.	POLICE OFFICER	FIFTEENTH DISTRICT	12/19/2007	0.00
BOONE	DARRYEL A	POLICE OFFICER	ELEVENTH DISTRICT	7/03/2007	0.00
BOROFF	JOSEPH S	POLICE OFFICER	TWENTIETH DISTRICT	2/25/2007	0.00
BRENNER	GAYLE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/08/1986	0.00
BROWN	ROBERT L	POLICE OFFICER	SIXTH DISTRICT	9/03/2007	0.00
BROWN	SHIRLEY	POLICE OFFICER	EIGHTEENTH DISTRICT	9/27/2007	0.00
BRUMLEY	CEDRIC	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	0.00
BURNS	KEVIN	POLICE OFFICER	NINETEENTH DISTRICT	10/15/2006	0.00
CALHOUN	MCKINLEY I	POLICE OFFICER	ELEVENTH DISTRICT	5/27/2007	0.00
CARLI	LISA D	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/13/2002	0.00
CASEY	LYNN	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/15/2006	0.00
CHAVOLLA	MARIA C	POLICE OFFICER	SEVENTH DISTRICT	3/04/2007	0.00
CLARK	ERIC D	POLICE OFFICER	EIGHTH DISTRICT	5/25/2004	0.00
COBBINS	OLIVIA M	POLICE OFFICER	SEVENTH DISTRICT	5/27/2007	0.00
COLE	LOUISE	POLICE OFFICER	FIFTEENTH DISTRICT	10/30/1993	0.00
COLLINS	VALERIE	POLICE OFFICER	THIRD DISTRICT	6/24/2002	0.00
CONEY	DAPHNE L	POLICE OFFICER	EIGHTH DISTRICT	9/25/2007	0.00
CORNELIOUS	FREDDIE	POLICE OFFICER	FIRST DISTRICT	4/16/2006	0.00
CORTES	GUSTAVO	POLICE OFFICER	EIGHTH DISTRICT	4/29/2007	0.00
COSTA	VERONICA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/24/2006	0.00
CULHANE	KEVIN	POLICE OFFICER	ELEVENTH DISTRICT	6/13/2007	0.00
CWIK	MICHAEL J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/30/2007	0.00
CZARNIECKI	PIOTR M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/08/2007	0.00
DACANAY	DANIEL T	POLICE OFFICER	EIGHTH DISTRICT	4/24/2007	0.00
DAHMS	DAVID	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/27/2003	0.00
DAVIS	DAVID B	POLICE OFFICER	SEVENTH DISTRICT	6/15/2007	0.00
DAVIS	JOSEPH A	POLICE OFFICER	THIRD DISTRICT	8/14/2005	0.00
DERAEDT	CRAIG A	POLICE OFFICER	SIXTEENTH DISTRICT	7/21/2007	0.00
DIAZ	DANIEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/21/2007	0.00
DIXON	DAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/06/2007	0.00
EIGENBAUER	ROBERT	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/2006	0.00
ELIZONDO	ROSA M	POLICE OFFICER	TENTH DISTRICT	9/30/2007	0.00
FARMER	MARK B	POLICE OFFICER	SIXTH DISTRICT	11/15/2006	0.00
FISSINGER	LESLIE J	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/25/2007	0.00
FLIGELMAN	LESTER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/26/2007	0.00
FLORES	VICTOR	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/07/2007	0.00
FOLEY	EDWARD	POLICE OFFICER	NINTH DISTRICT	8/13/2007	0.00
FRANCIS	JAMES J	POLICE OFFICER	TWENTIETH DISTRICT	9/06/2007	0.00
GAINES	KENYATTA	POLICE OFFICER	FOURTH DISTRICT	11/12/2007	0.00
GARCIA	MARGARITA M	POLICE OFFICER	EIGHTEENTH DISTRICT	6/23/2002	0.00
GILL II	GEORGE	POLICE OFFICER	TENTH DISTRICT	8/11/2007	0.00
GRAMAROSSO	MICHAEL A	POLICE OFFICER	THIRTEENTH DISTRICT	3/26/2007	0.00
GRAY	CHARLES	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/09/2007	0.00
GRIGGS	CHRISTOPHER D	POLICE OFFICER	ELEVENTH DISTRICT	5/27/2007	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2008

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GRUBE	PATRICK	POLICE OFFICER	NINTH DISTRICT	4/24/2007	0.00
HALLINAN	ANNETTE M	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/2006	0.00
HARRIS	JERMAINE M	POLICE OFFICER	FIFTEENTH DISTRICT	6/25/2006	0.00
HAYNES	SHERRY	POLICE OFFICER	BOMB AND ARSON SECTION	7/02/2005	0.00
HEIDEMANN	FRED G	POLICE OFFICER	CRIME LAB DIVISION	9/15/2007	0.00
HENDRICKS	CHERIE N	POLICE OFFICER	EIGHTEENTH DISTRICT	10/16/2003	0.00
HOLLAND	SHERECE	POLICE OFFICER	EIGHTH DISTRICT	5/01/2007	0.00
HOLMES	RICHARD	POLICE OFFICER	SEVENTEENTH DISTRICT	10/07/1997	0.00
HUERTAS	VICTOR	POLICE OFFICER	NINETEENTH DISTRICT	11/21/2007	0.00
JAROCKI	MARC A	POLICE OFFICER	SEVENTH DISTRICT	10/03/2007	0.00
JEANNE	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	8/06/2007	0.00
JENKINS	THOMAS D	POLICE OFFICER	NINETEENTH DISTRICT	8/27/2000	0.00
JOHNSON	JOYCE	POLICE OFFICER	FIRST DISTRICT	2/11/2007	0.00
JONES	YVETTE A	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/28/2007	0.00
JOYCE	JULIE D	POLICE OFFICER	FIRST DISTRICT	9/18/2007	0.00
KEATING	RENATA M	POLICE OFFICER	THIRTEENTH DISTRICT	11/28/2006	0.00
KENNY-DOODY	SUSAN	POLICE OFFICER	EIGHTH DISTRICT	8/24/2007	0.00
KEREAKES	DEMETRIOS	POLICE OFFICER	ELEVENTH DISTRICT	11/29/2006	0.00
KITOWSKI	NICHOLAS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	0.00
KRISTIN	MAUREEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/17/2006	0.00
KUEHLMAN	MICHAEL	POLICE OFFICER	TWENTIETH DISTRICT	3/07/2006	0.00
LATSOS	GEORGE	POLICE OFFICER	EIGHTH DISTRICT	8/05/2006	0.00
LEFEBVRE	TODD L	POLICE OFFICER	NARCOTICS SECTION	8/09/2007	0.00
LINNANE	THOMAS	POLICE OFFICER	FIFTEENTH DISTRICT	8/24/2007	0.00
LIPINSKI	DAVID	POLICE OFFICER	TENTH DISTRICT	9/07/2007	0.00
LOPEZ	ROBERTO	POLICE OFFICER	TWELFTH DISTRICT	10/09/2007	0.00
LUCAS	JENNIFER M	POLICE OFFICER	EIGHTEENTH DISTRICT	5/13/2007	0.00
MACKEY	PATRICIA J	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	0.00
MALUCHNIK	VICTORIA J	POLICE OFFICER	FIFTH DISTRICT	12/10/2005	0.00
MASKIEWICZ	AMY	POLICE OFFICER	EIGHTH DISTRICT	9/25/2007	0.00
MCKENNA	SCOTT	POLICE OFFICER	NARCOTICS SECTION	8/09/2007	0.00
MERCADO	WILFRED	POLICE OFFICER	NINETEENTH DISTRICT	10/10/2007	0.00
MOBI	HANIF F	POLICE OFFICER	FIFTH DISTRICT	9/26/2007	0.00
NEWMAN	JILL M	POLICE OFFICER	FIRST DISTRICT	4/12/2007	0.00
OCONNELL	JAMES M	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/09/2007	0.00
OCONNOR	KAREN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/17/2002	0.00
OKANE	DOMNAILL O	POLICE OFFICER	THIRTEENTH DISTRICT	8/06/2007	0.00
PACE	FELICIA L	POLICE OFFICER	SEVENTH DISTRICT	1/20/2007	0.00
PAKULA	EDWARD	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	10/09/2007	0.00
PARKS	MARYJANE A.	POLICE OFFICER	SEVENTEENTH DISTRICT	8/27/2006	0.00
PAYNE	FELICIA	POLICE OFFICER	TWENTIETH DISTRICT	9/06/2007	0.00
PEREZ	GEORGE A	POLICE OFFICER	TENTH DISTRICT	10/01/2007	0.00
PET	DAWN M	POLICE OFFICER	SIXTEENTH DISTRICT	12/19/2006	0.00
PHILLIPS	CECIL	POLICE OFFICER	FIFTH DISTRICT	9/26/2007	0.00
PODLO	FRANK W	POLICE OFFICER	EIGHTEENTH DISTRICT	9/16/2007	0.00
PONCE	ANTONIO	POLICE OFFICER	TWELFTH DISTRICT	10/09/2007	0.00
PROSECKY	OTTO	POLICE OFFICER	CENTRAL DETENTION SECTION	6/16/2007	0.00
PUCHALSKI	THERESE	POLICE OFFICER	FIRST DISTRICT	9/14/2007	0.00
QUALLS	STEVEN E	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/21/2007	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2008

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
REARDON	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	11/06/2007	0.00
RELLINGER	SHAWN A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/19/2007	0.00
RIVERA	NIDIA E	POLICE OFFICER	THIRD DISTRICT	10/13/2007	0.00
ROBERISON	GWENDA	POLICE OFFICER	FIFTEENTH DISTRICT	3/20/2005	0.00
RODRIGUEZ	RICHARD M	POLICE OFFICER	SIXTH DISTRICT	10/27/2007	0.00
ROGERS	STAN C	POLICE OFFICER	THIRD DISTRICT	8/13/2007	0.00
ROSALES	DANIEL	POLICE OFFICER	TENTH DISTRICT	3/20/2007	0.00
ROSSI	NICK JR	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	2/08/2002	0.00
RYAN	THOMAS W	POLICE OFFICER	EIGHTH DISTRICT	8/18/2006	0.00
SAID	WASIM	POLICE OFFICER	FIFTH DISTRICT	7/29/2005	0.00
SALGADO	DONNA	POLICE OFFICER	SIXTH DISTRICT	10/16/2007	0.00
SALGADO	SALVADOR	POLICE OFFICER	FOURTH DISTRICT	5/21/2006	0.00
SALUSTRO	SHARON E	POLICE OFFICER	NINETEENTH DISTRICT	8/11/1994	0.00
SANCHEZ	RICHARD W	POLICE OFFICER	NARCOTICS SECTION	2/13/2002	0.00
SANTIAGO	CARLOS	POLICE OFFICER	FIRST DISTRICT	7/18/2007	0.00
SAVAGE	RAYMOND	POLICE OFFICER	UNKNOWN	6/28/2002	0.00
SCHNOTALA	KENNETH	POLICE OFFICER	SIXTEENTH DISTRICT	7/21/2007	0.00
SELKE	MICHAEL J	POLICE OFFICER	EIGHTH DISTRICT	8/31/2000	0.00
SHEETZ	KEVIN M	POLICE OFFICER	UNKNOWN	9/25/2007	0.00
SHEITHAUER	MARK	POLICE OFFICER	TWENTIETH DISTRICT	9/17/2007	0.00
SILVA	LOUIS M	POLICE OFFICER	FIFTH DISTRICT	9/26/2007	0.00
SMITH	CURTIS S	POLICE OFFICER	FIRST DISTRICT	4/16/2006	0.00
SOLTIS	DAVID	POLICE OFFICER	SECOND DISTRICT	12/15/2006	0.00
SOTO	MICHAEL	POLICE OFFICER	TENTH DISTRICT	10/01/2007	0.00
STOLL	KEVIN	POLICE OFFICER	FOURTH DISTRICT	3/08/2006	0.00
SULLIVAN	JOSEPH D	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/13/2007	0.00
TRIPOLI	JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/17/2006	0.00
TURNER	VERNAL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/29/2006	0.00
VALERIO	MAGDALENA	POLICE OFFICER	SIXTH DISTRICT	5/06/2007	0.00
VO	KELLY	POLICE OFFICER	FOURTEENTH DISTRICT	9/22/2007	0.00
WALKER	KENNETH F	POLICE OFFICER	SECOND DISTRICT	10/28/2007	0.00
WALTON	NANCY	POLICE OFFICER	FIFTH DISTRICT	11/06/2007	0.00
WATSON	BEVERLY	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	3/29/2006	0.00
WHITSON-MARKHAM	DINA L	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	9/19/2006	0.00
WILDER	RICK V	POLICE OFFICER	SIXTEENTH DISTRICT	9/26/2007	0.00
WILLIAMS	KATHERINE	POLICE OFFICER	ELEVENTH DISTRICT	6/07/2005	0.00
WILLIAMS	TEDDY	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	10/05/2004	0.00
WILLIAMS-ORTIZ	CLARA M	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/16/2006	0.00
WILSON	KAZAN	POLICE OFFICER	FIRST DISTRICT	12/02/2006	0.00
WORMLEY	ANGELA M	POLICE OFFICER	SEVENTH DISTRICT	11/30/2007	0.00
YI	RICHARD Y	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/08/2007	0.00
BANKS	THOMAS S	FIREFIGHTER	SQUAD 2	7/19/1982	0.00
BIGONESS	JAMES	FIREFIGHTER	TRUCK 51	3/23/2007	0.00
CAMBRIA	JERRY	FIREFIGHTER	TRUCK 51	3/23/2007	0.00
CHAPELLO	RICHARD	CAPTAIN	BATTALION 15	2/15/2003	0.00
COMITO	JOSEPH F	FIREFIGHTER	ENGINE COMPANY 89	4/28/2007	0.00
FITZMAURICE	PATRICK	FIREFIGHTER	UNKNOWN	5/31/2007	0.00
HOPPENRATH	KATIE	FIREFIGHTER	UNKNOWN	7/25/2007	0.00
KHALIL	YAZMIN	FIREFIGHTER	AMBULANCE 14	6/15/2007	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2008

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCCORMICK	DENISE	FIREFIGHTER	UNKNOWN	9/17/2006	0.00
OSHEA	JAMES T	FIREFIGHTER	EMS DISTRICT 4 HEADQUARTERS &	9/15/2007	0.00
RAMSKI	MITCHELL	FIREFIGHTER	ENGINE COMPANY 129	6/30/2006	0.00
REYES	JUAN	FIREFIGHTER	TRUCK 48	1/09/2007	0.00
ROCCASALVA	JAMES	FIREFIGHTER	UNKNOWN	3/21/2005	0.00

(Continued from page 20556)

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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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.

Commission On Animal Care And Control:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Stephanie Burris 4600 Rivertone Trail Georgia 30135	6/15/07 10419 South Peoria Street	$1,262.06

Damage To Property.

Department Of Police:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Andrew Levin P.O. Pox 1355 Illinois 60065	6/29/06 3232 West Lawrence Avenue	$153.00

Damage To Vehicle.

Department Of Police:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Jose Almazan and Allstate Insurance P.O. Box 168288 Irving, Texas 75016	10/27/06 5100 South Rockwell Street	$ 845.00
Shamiran J. Chalabi 5832 Lincoln Avenue Unit A Illinois 60053	5/25/07 I-294 and West Irving Park Road	888.00
Walter Perez 100 South Elmwood Unit 6 Illinois 60302	4/11/07 5200 West Lake Street	2,120.00
Charles Sutherland and State Farm Insurance Subrogation Services P.O.Box 2371 Bloomington, Illinois 61702	3/27/07 3205 West 105th Street	939.00

Damage To Vehicle.

Department Of Public Works/Construction Management:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Sharon Hayes 6214 South Michigan Avenue Chicago, Illinois 60637	2/17/07 146 West Garfield Boulevard	$385.00

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
City of Chicago Department of Revenue 714 East 68th Street Chicago, Illinois 60637	11/15/06 714 East 68th Street	$ 982.28 982.28*
Gladys Rider 8900 South Constance Avenue Chicago, Illinois 60617	5/30/06 8900 South Constance Avenue	1,262.00
James N. Thomas 714 East 68th Street Chicago, Illinois 60637	11/15/06 714 East 68th Street	667.72 982.28*

* To City of Chicago, Department of Revenue

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
City of Chicago Department of Revenue 930 West Cuyler Avenue Apartment 3W Chicago, Illinois 60613	3/12/07 5500 West North Avenue	$166.00 166.00*
Jennifer Liggett 12154 South Throop Street Chicago, Illinois 60643	4/1/07 11900 between South Ashland Avenue and South Vincennes Avenue	481.00
Raquel Marie Speciale 4427 North Parkside Avenue Chicago, Illinois 60630	3/4/07 5400 North McVicker Avenue and North Avondale Avenue	727.00
Martin J. Vagena and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	2/26/07 7700 West Touhy Avenue	892.00

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
City of Chicago Department of Revenue 5243 North Santa Monica Boulevard Wisconsin 53217	2/14/07 During towing	$ 25.00 25.00*

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* To City of Chicago, Department of Revenue

Name And Address	Date And Location	Amount
Gregory Hayes 7817 South Langley Avenue Chicago, Illinois 60619	6/26/07 150 East South Water Street	$714.49
Michael Lahm 5243 North Santa Monica Boulevard Wisconsin 53217	2/14/07 During towing	816.00 25.00*

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Forestry: Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Antoinette Thompson and State Farm Insurance Company P.O. Box 2371 Bloomington, Illinois 61702	8/30/06 5857 South Christiana Avenue	$560.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

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

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* To City of Chicago, Department of Revenue

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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 20567 through 20573 of this *Journal.*]

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2008

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
AGATITE GARDENS CONDO ASSOC.	18	ANNUAL	2005	1,350.00	EUGENE C. SCHULTER	47
AINSLIE SIGNATURE CONDO. ASSOC.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
ALBANY GEORGE CONDO. ASSOC.	16	ANNUAL	2005	1,200.00	REY COLON	35
ALEXANDER CONDO. ASSOC.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
ANDERSON CONDOMINIUM ASSOC.	7	ANNUAL	2005	525.00	PATRICK J O'CONNOR	40
ANDERSONVILLE CONDO ASSOC.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
ANDERSONVILLE MANOR CONDO	6	ANNUAL	2005	450.00	HELEN SHILLER	46
ARCHER CONDOMINIUM ASSOCIATION	27	ANNUAL	2005	1,960.00	MICHAEL R. ZALEWSKI	23
ATRIUM LOFTS CONDOMINIUM ASSOC	42	ANNUAL	2005	2,532.00	PAT DOWELL	03
BANBURY HILL CONDO ASSOC	43	ANNUAL	2005	3,225.00	BRIAN G. DOHERTY	41
BEACH CONDOMINIUMS	25	ANNUAL	2005	1,875.00	SANDI JACKSON	07
BEACON PARK CONDOMINIUM ASSN.	6	ANNUAL	2005	450.00	HELEN SHILLER	46
BELL-WEST CONDOMINIUM ASSN.	30	ANNUAL	2005	2,250.00	BERNARD L. STONE	50
BENTLEY CONDO ASSOCIATION	14	ANNUAL	2005	1,050.00	HELEN SHILLER	46
BERWYN STATION CONDO	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
BEVERLY LANE TOWNHOME, ASSOC.	16	ANNUAL	2005	1,200.00	GINGER RUGAI	19
BIRCH TREE MANOR CONDO #4	18	ANNUAL	2005	1,350.00	BRIAN G. DOHERTY	41
BLACKSTONE CONDO. ASSN	18	ANNUAL	2005	1,350.00	TONI . PRECKWINKLE	04
BLACKSTONE COURT CONDOMINIUM	13	ANNUAL	2005	975.00	LESLIE HAIRSTON	05
BROADMORE CONDOMINIUM ASSN.	9	ANNUAL	2005	675.00	HELEN SHILLER	46
BUCKTOWN CORNER CONDO ASSOC.	10	ANNUAL	2005	750.00	MANUEL FLORES	01
BUTTERNUT CONDOMINIUM ASSOC.	6	ANNUAL	2005	450.00	TONI . PRECKWINKLE	04
BYRON CONDOMINIUM ASSOCIATION	6	ANNUAL	2005	450.00	EUGENE C. SCHULTER	47
CALIFORNIA MELROSE COND. ASS.	15	ANNUAL	2005	1,125.00	RICHARD F. MELL	33
CAMPBELL COURTS CONDO. ASSOC.	15	ANNUAL	2005	1,124.60	EUGENE C. SCHULTER	47
CATALPA CONDO ASSOCIATION	5	ANNUAL	2005	375.00	MARY ANN SMITH	48
CATHREDAL PLACE CONDO. ASSOC.	5	ANNUAL	2005	375.00	THOMAS TUNNEY	44
CHAPPEL COURT CONDO ASSOC	12	ANNUAL	2005	900.00	LESLIE HAIRSTON	05
CHELSEA CONDO. OF BUENA PARK	27	ANNUAL	2005	2,025.00	HELEN SHILLER	46
CHIMNEY LOFTS CONDO. ASSOC.	16	ANNUAL	2005	1,200.00	MANUEL FLORES	01
CLARKSVILLE STATION CONDO	32	ANNUAL	2005	2,400.00	THOMAS TUNNEY	44
COLUMBIA BY THE LAKE CONDO	12	ANNUAL	2005	900.00	JOE MOORE	49
COLUMBIAN CONDOMINIUM ASSN.	18	ANNUAL	2005	1,350.00	LESLIE HAIRSTON	05
COMMON SENSE CONDO. ASS'N. INC.	12	ANNUAL	2005	900.00	VI DALEY	43
CONCORD LANE CONDO. ASSOC.	20	ANNUAL	2005	1,500.00	VI DALEY	43
CONSTELLATION CONDOMINIUM ASSN	108	ANNUAL	2005	3,081.40	BRENDAN REILLY	42
COPPERFIELD CONDO., ASSN.	16	ANNUAL	2005	1,200.00	VI DALEY	43
CORNELIA PLACE CONDO. ASSOC.	28	ANNUAL	2005	2,100.00	HELEN SHILLER	46
CORNELL COMMON CONDO. ASSOC.	22	ANNUAL	2005	1,650.00	LESLIE HAIRSTON	05
CORNELL SQUARE	34	ANNUAL	2005	2,550.00	TONI . PRECKWINKLE	04
CORNELL VILLAGE TOWER CONDO.	148	ANNUAL	2005	10,212.29	TONI . PRECKWINKLE	04
CORNELL VILLAGE TOWNHOUSE ASSN	18	ANNUAL	2005	1,350.00	TONI . PRECKWINKLE	04
COVENANTAL COMMUNITY HOUSING	21	ANNUAL	2005	1,575.00	LESLIE HAIRSTON	05
CRANDON HALL CONDOMINIUM	30	ANNUAL	2005	2,250.00	LESLIE HAIRSTON	05
CRANSTON CONDOMINIUM ASSOC.	44	ANNUAL	2005	3,300.00	LESLIE HAIRSTON	05

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CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2008

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
DAYTON CONDOMINIUM ASSOCIATION	6	ANNUAL	2005	450.00	VI DALEY	43
DORAL SOUTH CONDOMINIUM ASSN.	60	ANNUAL	2005	3,978.72	SANDI JACKSON	07
DORCHESTER CONDOMINIUM ASSN.	24	ANNUAL	2005	1,800.00	TONI . PRECKWINKLE	04
DREXEL SQUARE CONDOMINIUM	24	ANNUAL	2005	1,800.00	TONI . PRECKWINKLE	04
EAST VIEW PARK CONDO. ASSN.	110	ANNUAL	2005	7,610.26	LESLIE HAIRSTON	05
EASTLAKE TERRACE CONDO. ASSN.	6	ANNUAL	2005	450.00	JOE MOORE	49
EASTWOOD GLEN CONDOMINIUMS	6	ANNUAL	2005	450.00	RICHARD F. MELL	33
EDGEWOOD MANOR II	11	ANNUAL	2005	825.00	BRIAN G. DOHERTY	41
EDISON FOUNTAIN PLACE CONDO.	14	ANNUAL	2005	1,050.00	BRIAN G. DOHERTY	41
EL LAGO CONDOMINIUM ASSOC.	268	ANNUAL	2005	9,112.51	MARY ANN SMITH	48
FACTORY CONDOMINIUM ASSN.	9	ANNUAL	2005	675.00	VI DALEY	43
FARALLON CONDO ASSOC.	162	ANNUAL	2005	12,150.00	BRENDAN REILLY	42
FILM STRIP LOFTS CONDO ASSOC.	14	ANNUAL	2005	1,050.00	SCOTT WAGUESPACK	32
FITCH PARK CONDOMINIUM ASSN.	30	ANNUAL	2005	2,250.00	BERNARD L. STONE	50
FOSTER MAGNOLIA CONDO. ASSN.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
FOUR WINDS CONDOMINIUM ASSOC.	8	ANNUAL	2005	420.00	PAT DOWELL	03
FRANCISCO MANOR CONDO ASSOC.	15	ANNUAL	2005	1,125.00	RICHARD F. MELL	33
FREEDOM ROAD CO-OP, INC.	6	ANNUAL	2005	450.00	HELEN SHILLER	46
GALLERY LOFTS CONDO. ASSN.	29	ANNUAL	2005	2,175.00	SCOTT WAGUESPACK	32
GASLIGHT COURT CONDO ASSN.	16	ANNUAL	2005	1,200.00	VI DALEY	43
GASLIGHT VILLAGE CONDO ASSN.	81	ANNUAL	2005	6,075.00	THOMAS TUNNEY	44
GLENWOOD BALMORAL CONDO ASSN.	12	ANNUAL	2005	900.00	MARY ANN SMITH	48
GLENWOOD COURT CONDO. ASSOC.	14	ANNUAL	2005	1,050.00	MARY ANN SMITH	48
GRAND ON GRAND CONDO ASSOC.	104	ANNUAL	2005	7,800.00	BRENDAN REILLY	42
GRANVILLE BEACH CONDO. ASSN.	311	SEMI-ANNUAL	2005	5,010.00	MARY ANN SMITH	48
GRANVILLE TERRACE MUTUAL TRUST	116	ANNUAL	2005	8,700.00	PATRICK J O'CONNOR	40
GRANVILLE TOWERS CONDO. ASSOC.	154	ANNUAL	2005	11,550.00	MARY ANN SMITH	48
GREEN STREET LOFT	65	ANNUAL	2005	4,875.00	WALTER BURNETT JR.	27
GREENWAY COURT CONDO. ASSN.	24	ANNUAL	2005	1,417.65	LESLIE HAIRSTON	05
HIGGINS PLACE CONDO. ASSN.	9	ANNUAL	2005	675.00	BRIAN G. DOHERTY	41
HYDE PARK BLVD. CONDO. ASSN.	15	ANNUAL	2005	1,125.00	TONI . PRECKWINKLE	04
HYDE PARK-WOODLAWN CONDO. ASSN	36	ANNUAL	2005	2,460.00	TONI . PRECKWINKLE	04
INGLESIDE PLACE CONDO ASSC.	6	ANNUAL	2005	450.00	TONI . PRECKWINKLE	04
INNISBROOK CONDO ASSOC. #5	54	ANNUAL	2005	4,050.00	BRIAN G. DOHERTY	41
JEFFERSON PARK PL. CONDO. ASSOC.	12	ANNUAL	2005	900.00	PATRICK J. LEVAR	45
KENMORE TERRACE CONDO. ASSOC.	28	ANNUAL	2005	2,051.21	MARY ANN SMITH	48
KIMBARK AVE. BLDG. CORP.	22	ANNUAL	2005	1,650.00	WILLIE COCHRAN	20
KINGS RIDGE CONDOMINIUM	8	ANNUAL	2005	600.00	BRIAN G. DOHERTY	41
LA GRANDE DAME CONDO. ASSOC.	12	ANNUAL	2005	900.00	BILLY OCASIO	26
LAKE TERRACE CONDOMINIUM	360	ANNUAL	2005	11,918.00	SANDI JACKSON	07
LAKESHORE POINTE CONDO ASSOC.	62	SEMI-ANNUAL	2005	657.83	LESLIE HAIRSTON	05
LAKESHORE TERRACE CONDO. ASS'N.	16	ANNUAL	2005	1,200.00	MARY ANN SMITH	48
LAKESIDE ON THE PARK CONDO.	168	ANNUAL	2005	5,700.00	ROBERT FIORETTI	02
LAKEVIEW POINTE CONDO. ASSN.	57	ANNUAL	2005	3,443.58	JOE MOORE	49
LANDMARK VILLAGE CONDO. ASS'N.	198	ANNUAL	2005	14,850.00	SCOTT WAGUESPACK	32

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2008

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
LASALLE MANOR CONDO. ASSN.	20	ANNUAL	2005	1,500.00	BRENDAN REILLY	42
LAWRENCE COURT CONDO ASSOC.	17	ANNUAL	2005	1,275.00	PATRICK J. LEVAR	45
LE SOLEIL CONDOMINIUM ASSOC.	7	ANNUAL	2005	525.00	EUGENE C. SCHULTER	47
LIBERTY CONDOMINIUM ASSOC.	10	ANNUAL	2005	750.00	THOMAS ALLEN	38
LILL STREET CONDOMINIUM ASSOC.	17	ANNUAL	2005	1,275.00	VI DALEY	43
LIONS SQUARE CONDOMINIUM	21	ANNUAL	2005	1,575.00	REY COLON	35
MAGNOLIA POINTE CONDO ASSOC.	8	ANNUAL	2005	600.00	HELEN SHILLER	46
MANOR HOUSE CONDO ASSOCIATION	16	ANNUAL	2005	1,200.00	MARY ANN SMITH	48
MAPLE LEAF SQUARE CONDOMIMIUM	16	ANNUAL	2005	1,200.00	EUGENE C. SCHULTER	47
MARSHFIELD LOFTS CONDO. ASS'N.	34	ANNUAL	2005	2,550.00	MANUEL FLORES	01
MCGILL PARC CONDOMINIUM	34	ANNUAL	2005	2,550.00	TONI PRECKWINKLE	04
MELBA CONDOMINIUM ASSOCIATION	16	ANNUAL	2005	1,200.00	HELEN SHILLER	46
MELROSE COMMONS CONDOMINIUM	16	ANNUAL	2005	1,200.00	THOMAS TUNNEY	44
MENARD CONDO ASSOCIATION	8	ANNUAL	2005	600.00	THOMAS ALLEN	38
METROPOLITAN CLUB CONDO.	16	ANNUAL	2005	1,200.00	PAT DOWELL	03
METROPOLITAN PLACE CONDO	212	ANNUAL	2005	6,827.34	ROBERT FIORETTI	02
MEWS ON DORECHESTER CONDO.	25	ANNUAL	2005	1,875.00	LESLIE HAIRSTON	05
MICHIGAN INDIANA CONDO ASSN.	120	ANNUAL	2005	9,000.00	PAT DOWELL	03
MILTIMORE CONDOMINIUM ASSOC.	8	ANNUAL	2005	600.00	PATRICK J. LEVAR	45
MONTECELLO PARK CONDO ASSOC.	36	ANNUAL	2005	1,195.27	RICHARD F. MELL	33
MOZART COURT CONDOMINIUM ASSOC	32	ANNUAL	2005	1,718.17	RICHARD F. MELL	33
NEW MERRILL SQUARE CONDO ASSOC	8	ANNUAL	2005	600.00	LESLIE HAIRSTON	05
NORTH DOVER STREET CONDO. ASSN.	6	ANNUAL	2005	450.00	EUGENE C. SCHULTER	47
NORTH FREMONT CONDO. ASSN.	6	ANNUAL	2005	450.00	HELEN SHILLER	46
NORTH SHORE BEACH CONDO. ASSN.	19	ANNUAL	2005	1,425.00	JOE MOORE	49
NORTH WINTHROP AVENUE	8	ANNUAL	2005	600.00	MARY ANN SMITH	48
NORTHWEST POINT CONDO. ASSOC.	16	ANNUAL	2005	1,200.00	BRIAN G. DOHERTY	41
NORWOOD POINT CONDO. ASSOC.	21	ANNUAL	2005	1,424.38	BRIAN G. DOHERTY	41
OAKLEY MANOR CONDOMINIUM	15	ANNUAL	2005	1,125.00	EUGENE C. SCHULTER	47
OGDEN PK. PLACE OWNERS ASSOC.	16	ANNUAL	2005	1,200.00	VI DALEY	43
ORCHARD GARDENS CONDO. ASSN.	8	ANNUAL	2005	600.00	VI DALEY	43
ORLEANS CONDO ASSN.	63	ANNUAL	2005	4,725.00	BRIAN G. DOHERTY	41
OZ PARK CONDO ASSOC.	9	ANNUAL	2005	675.00	VI DALEY	43
PALMER PARK CONDOMINIUM ASSN	24	ANNUAL	2005	1,800.00	REY COLON	35
PANORAMA CONDOMINIUM	6	ANNUAL	2005	450.00	LESLIE HAIRSTON	05
PARADISE CONDOMINIUM	9	ANNUAL	2005	675.00	SANDI JACKSON	07
PARK PLACE CONDO. ASSN.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
PARK PLACE TOWER CONDO ASSOC.	901	ANNUAL	2005	34,209.06	HELEN SHILLER	46
PARK THIRTEEN CONDO. ASSOC.	6	ANNUAL	2005	450.00	TONI PRECKWINKLE	04
PARK VISTA CONDOMINIUM ASSN.	23	SEMI-ANNUAL	2005	862.50	BILLY OCASIO	26
PARKWOOD CONDOMINIUM	12	ANNUAL	2005	900.00	HELEN SHILLER	46
PAULINA COURTS CONDO. ASSOC.	17	ANNUAL	2005	1,275.00	EUGENE C. SCHULTER	47
PAXTON ARMS CONDO. ASSOC.	18	ANNUAL	2005	1,350.00	LESLIE HAIRSTON	05
PAXTON PLACE CONDO. ASSN.	15	ANNUAL	2005	1,125.00	LESLIE HAIRSTON	05
PLAZA 32 CONDO ASSOCIATION	129	ANNUAL	2005	5,966.72	THOMAS TUNNEY	44

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2008

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
POINSETTA EAST CONDOMINIUM	9	ANNUAL	2005	675.00	LESLIE HAIRSTON	05
PUEBLO COMMONS CONDO. ASSN.	208	ANNUAL	2005	15,600.00	WILLIAM JP BANKS	36
RACINE COURT CONDO ASSOC.	18	ANNUAL	2005	1,350.00	HELEN SHILLER	46
RASCHER COMMONS CONDOMINIUM	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
RAVEN PLACE CONDOMINIUM ASSN.	34	ANNUAL	2005	2,550.00	BRIAN G. DOHERTY	41
RAVENSWOOD SQUARE CONDO. ASS'N.	13	ANNUAL	2005	975.00	RICHARD F. MELL	33
RENAISSANCE PLACE AT HYDE PARK	204	ANNUAL	2005	15,300.00	TONI . PRECKWINKLE	04
RIDGE POINTE CONDOMINIUMS	33	ANNUAL	2005	2,475.00	JOE MOORE	49
RINASCITA ARCHITETTI CONDO	8	ANNUAL	2005	600.00	SCOTT WAGUESPACK	32
RIVER BEND LOFT CONDO. ASSN.	61	ANNUAL	2005	4,260.00	SCOTT WAGUESPACK	32
RIVERBEND II CONDO. ASS'N.	10	ANNUAL	2005	664.20	SCOTT WAGUESPACK	32
RIVERWALK TOWNHOMES CONDO ASSN	72	ANNUAL	2005	5,400.00	MANUEL FLORES	01
RIVIERA CONDOMINIUM	18	ANNUAL	2005	1,350.00	JOE MOORE	49
RIVIERA TERRACE CONDOMINIUM	8	ANNUAL	2005	600.00	HELEN SHILLER	46
ROCKWELL & GEORGE CONDOS	19	ANNUAL	2005	1,425.00	MANUEL FLORES	01
ROSLYN PLACE CONDO. ASSOC.	15	SEMI-ANNUAL	2005	562.50	VI DALEY	43
ROYALTON TOWERS CONDO. ASSN.	55	ANNUAL	2005	4,125.00	WALTER BURNETT JR.	27
SHERIDAN GARDENS CONDO. ASSOC.	42	ANNUAL	2005	1,696.88	HELEN SHILLER	46
SHERIDAN POINT CONDOMINIUM	136	ANNUAL	2005	9,019.31	JOE MOORE	49
SODA POP FACTORY CONDO. ASSN.	9	ANNUAL	2005	675.00	VI DALEY	43
SOUTH COMMONS CONDO ASSOC.	679	ANNUAL	2005	24,345.93	ROBERT FIORETTI	02
SOUTH SHORE VILLA CONDO. ASSN.	39	ANNUAL	2005	2,925.00	LESLIE HAIRSTON	05
SOUTHPORT PLACE CONDO	43	ANNUAL	2005	2,440.00	EUGENE C. SCHULTER	47
SPRINGFIELD CONDOMINIUM ASSOC.	12	ANNUAL	2005	900.00	EDWARD M. BURKE	14
ST. BEN'S LOFTS CONDO. ASSOC.	24	ANNUAL	2005	1,800.00	SHARON D. DIXON	24
TERRA COTTA VILLAGE CONDO.	72	ANNUAL	2005	5,400.00	SCOTT WAGUESPACK	32
TERRACES ON LASALLE	14	ANNUAL	2005	1,050.00	VI DALEY	43
THE AVENUE ON HARLEM CONDO	63	ANNUAL	2005	4,725.00	BRIAN G. DOHERTY	41
THE BAKERY RESIDENTIAL CONDO.	6	ANNUAL	2005	450.00	VI DALEY	43
THE ELLINGTON MANOR CONDO II	8	ANNUAL	2005	600.00	TONI . PRECKWINKLE	04
THE LIMITED EDITIONS	18	ANNUAL	2005	1,350.00	VI DALEY	43
THE MAGNOLIA STREET RESIDENCES	6	ANNUAL	2005	450.00	VI DALEY	43
THE NEAPOLITAN CONDOMINIUMS	95	ANNUAL	2005	3,980.58	VI DALEY	43
THE PARKSHORE CONDOMINIUMS	483	ANNUAL	2005	31,114.30	BRENDAN REILLY	42
THE SHEFFIELD BUILDING ASSN.	6	ANNUAL	2005	450.00	THOMAS TUNNEY	44
THE WOODLAWN CONDOMINIUM ASSN.	12	ANNUAL	2005	900.00	TONI . PRECKWINKLE	04
THE 100 BELLEVUE PLACE CONDO	171	ANNUAL	2005	12,825.00	BRENDAN REILLY	42
THORNDALE CONDO. ASSN.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
THORNDALE PARK CONDO. ASS'N.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
TOWER VIEW CONDO ASSN	12	ANNUAL	2005	900.00	VI DALEY	43
UNIVERSITY CROSSING CONDO ASSN	22	ANNUAL	2005	1,315.14	WILLIE COCHRAN	20
UNIVERSITY FIELDS CONDO. ASSN.	16	ANNUAL	2005	1,200.00	WILLIE COCHRAN	20
VALENCIA CONDO. ASS'N. (WAYNE)	14	ANNUAL	2005	1,050.00	MARY ANN SMITH	48
VERMILLION CONDOMINIUM ASSN.	6	ANNUAL	2005	450.00	HELEN SHILLER	46
VILLAGE LOFTS CONDO ASSOC.	30	ANNUAL	2005	2,240.00	WALTER BURNETT JR.	27

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2008

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR **********	
VINES OF RAVENSWOOD	12	ANNUAL	2005	900.00	RICHARD F. MELL	33
VIRGINIA GARDENS CONDO ASSOC.	8	ANNUAL	2005	600.00	EUGENE C. SCHULTER	47
VISTA HOMES BUILDING CORP.	118	ANNUAL	2005	8,850.00	LESLIE HAIRSTON	05
VITA CONDO. ASSOCIATION	28	ANNUAL	2005	703.45	THOMAS TUNNEY	44
VOLTA TERRACE CONDO ASSOC.	22	ANNUAL	2005	1,650.00	MARGARET LAURINO	39
WABANSIA LOFTS CONDO. ASS'N.	9	ANNUAL	2005	675.00	SCOTT WAGUESPACK	32
WATERFORD CONDO ASSOC., INC.	252	ANNUAL	2005	8,522.20	HELEN SHILLER	46
WATERGATE EAST CONDOMINIUM	32	ANNUAL	2005	2,400.00	LESLIE HAIRSTON	05
WAVELAND-WOLCOTT CONDO. ASSOC.	9	ANNUAL	2005	675.00	EUGENE C. SCHULTER	47
WAYNE RIDGE CONDO ASSN	12	ANNUAL	2005	900.00	MARY ANN SMITH	48
WEBSTER STREET COMMONS CONDO.	8	ANNUAL	2005	600.00	VI DALEY	43
WELLS STREETS STUDIOS CONDO.	9	ANNUAL	2005	675.00	VI DALEY	43
WEST ALTGELD CONDO ASSOC.	11	ANNUAL	2005	825.00	SCOTT WAGUESPACK	32
WEST BURTON PLACE CORP.	12	ANNUAL	2005	900.00	VI DALEY	43
WEST EDGEWATER CONDO. ASSN.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
WEST END CONDOMINIUM ASSOC.	17	ANNUAL	2005	1,275.00	PATRICK J O'CONNOR	40
WESTERN-LEXINGTON CONDO ASSOC.	12	ANNUAL	2005	900.00	ROBERT FIORETTI	02
WILLOW DAYTON CONDO ASSC.	16	ANNUAL	2005	1,200.00	VI DALEY	43
WIN-BEACH CONDO ASSOCIATION	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
WINDSOR CONDOMINIUM ASSOC.	9	ANNUAL	2005	675.00	PATRICK J. LEVAR	45
WINDSOR WEST CONDO ASSOC.	36	ANNUAL	2005	2,700.00	PATRICK J. LEVAR	45
WINNEMAC COURT CONDOMINIUM	9	ANNUAL	2005	675.00	PATRICK J O'CONNOR	40
WINONA ELSTON CONDO. ASSN.	15	ANNUAL	2005	1,125.00	PATRICK J. LEVAR	45
WINSTON COURT CONDOMINIUM	21	ANNUAL	2005	1,575.00	TONI PRECKWINKLE	04
WINSTON TOWERS #3 CONDO ASSOC.	250	ANNUAL	2005	14,687.02	BERNARD L. STONE	50
WINSTON TOWERS #5 CONDO ASSOC	218	ANNUAL	2005	9,600.00	BERNARD L. STONE	50
WINTHROP COMMONS CONDO ASSN	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
WINTHROP CONDOMINIUM ASSOC.	8	ANNUAL	2005	600.00	MARY ANN SMITH	48
WISCONSIN PLACE COMMON	7	ANNUAL	2005	525.00	VI DALEY	43
WISTERIA LODGE CONDO ASSOC.	9	ANNUAL	2005	675.00	JOE MOORE	49
WOLCOTT VILLAGE OF RAVENSWOOD	147	ANNUAL	2005	11,025.00	EUGENE C. SCHULTER	47
WOODLAWN TERRACE CONDO. ASSN.	6	ANNUAL	2005	450.00	WILLIE COCHRAN	20
1010 LAKE SHORE DRIVE CONDO.	183	ANNUAL	2005	9,685.68	BRENDAN REILLY	42
1050 W. COLUMBIA CONDO ASSOC.	30	ANNUAL	2005	2,250.00	JOE MOORE	49
1111 W. MADISON ST. CONDO ASSN	22	ANNUAL	2005	1,650.00	ROBERT FIORETTI	02
1122 N. DEARBORN CONDO ASSOC.	104	ANNUAL	2005	7,800.00	BRENDAN REILLY	42
1130 ARMITAGE CONDO. ASSN.	8	ANNUAL	2005	600.00	VI DALEY	43
1142 N. WOOD CONDO ASSN	8	ANNUAL	2005	600.00	MANUEL FLORES	01
1200 N. LAKE SHORE CONDO. ASSN.	56	ANNUAL	2005	4,200.00	THOMAS TUNNEY	44
1247-53 WEST LELAND CONDO	15	ANNUAL	2005	1,125.00	HELEN SHILLER	46
1252-54 W. WINONA CONDO ASSN	6	ANNUAL	2005	450.00	HELEN SHILLER	46
1253-55 W. ELMDALE CONDO ASSN.	7	ANNUAL	2005	525.00	MARY ANN SMITH	48
1328-1330 W. ELMDALE CONDO	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
1339 N. DEARBORN CONDOMINIUM	112	SEMI-ANNUAL	2005	2,511.99	BRENDAN REILLY	42
1350 N. ASTOR CO-OP APTS, INC.	50	ANNUAL	2005	3,750.00	VI DALEY	43

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2008

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
1404 ESTES CONDO. ASSOC.	15	ANNUAL	2005	1,125.00	JOE MOORE	49
1407-09 W. ELMDALE CONDO. ASS'N	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
1411 STATE PARKWAY CONDO. ASSN	15	ANNUAL	2005	1,125.00	VI DALEY	43
1419 N. STATE PARKWAY CONDO.	26	ANNUAL	2005	1,950.00	VI DALEY	43
1429 N. WELLS CONDO. ASSOC.	30	ANNUAL	2005	2,250.00	VI DALEY	43
1435 WEST PRATT CONDO. ASSOC.	17	ANNUAL	2005	1,275.00	JOE MOORE	49
1441 W. FARWELL CONDO. ASSN.	22	ANNUAL	2005	1,650.00	JOE MOORE	49
1530 N. DEARBORN CONDO. ASSN.	50	ANNUAL	2005	3,750.00	BRENDAN REILLY	42
1651 N. DAYTON HOMEOWNERS	16	ANNUAL	2005	1,200.00	VI DALEY	43
1700 WEST CHICAGO CONDO. ASSN.	15	ANNUAL	2005	972.45	MANUEL FLORES	01
1807-11 NORTH ORLEANS CONDO.	8	ANNUAL	2005	600.00	VI DALEY	43
1865-67 N. HALSTED CONDO ASSC.	6	ANNUAL	2005	450.00	VI DALEY	43
1875 BURLING CONDOMINIUM ASSN.	6	ANNUAL	2005	450.00	VI DALEY	43
2058 N. WESTERN CONDO. ASSOC.	9	ANNUAL	2005	675.00	MANUEL FLORES	01
220 E. WALTON CONDO. ASSN.	19	ANNUAL	2005	1,425.00	BRENDAN REILLY	42
221 EAST WALTON PL. CONDO. ASS'N	27	ANNUAL	2005	2,025.00	BRENDAN REILLY	42
222 E. CHESTNUT CONDO. ASSN.	52	ANNUAL	2005	3,900.00	BRENDAN REILLY	42
227 EAST WALTON CONDO. ASSOC.	24	ANNUAL	2005	1,800.00	BRENDAN REILLY	42
232 E. WALTON BLDG. CORP.	20	ANNUAL	2005	1,500.00	BRENDAN REILLY	42
2625 N. CLARK ST. CONDO. ASSOC.	133	SEMI-ANNUAL	2005	2,622.72	VI DALEY	43
2951 N. CLYBOURN CONDO. ASSN.	27	ANNUAL	2005	1,806.66	SCOTT WAGUESPACK	32
3100 SOUTH MARTIN LUTHER KING	42	ANNUAL	2005	3,150.00	ROBERT FIORETTI	02
32-40 ASHLAND CONDOMINIUM ASSN	16	ANNUAL	2005	725.22	ROBERT FIORETTI	02
3800-3806 N. TROY CONDO ASSN	15	ANNUAL	2005	1,116.00	RICHARD F. MELL	33
4143 CONDOMINIUM ASSOCIATION	7	ANNUAL	2005	525.00	MARY ANN SMITH	48
4815-19 W. HUTCHINSON CONDO.	12	ANNUAL	2005	900.00	PATRICK J. LEVAR	45
5000 EAST END COOPERATIVE APTS	98	ANNUAL	2005	7,121.43	TONI PRECKWINKLE	04
5000 MARINE DRIVE CORPORATION	82	SEMI-ANNUAL	2005	1,399.48	MARY ANN SMITH	48
5000 MARINE DRIVE CORPORATION	82	SEMI-ANNUAL	2005	821.42	MARY ANN SMITH	48
5001-07 S. DORCHESTER CONDO.	6	ANNUAL	2005	450.00	TONI PRECKWINKLE	04
509 W. ROSCOE CONDO ASSOC.	7	ANNUAL	2005	525.00	THOMAS TUNNEY	44
5113 N. EAST RIVER ROAD CONDO.	24	ANNUAL	2005	1,800.00	BRIAN G. DOHERTY	41
5115-17 UNIVERSITY AVE. CONDO	6	ANNUAL	2005	450.00	TONI PRECKWINKLE	04
515 W. BELDEN TOWNHOUSES	16	ANNUAL	2005	1,200.00	VI DALEY	43
515 WRIGHTWOOD CONDO ASSOC.	78	ANNUAL	2005	5,850.00	VI DALEY	43
5318-20 KIMBARK CONDOMINIUM	6	ANNUAL	2005	450.00	TONI PRECKWINKLE	04
5331-41 S. CORNELL CONDOMINIUM	18	ANNUAL	2005	1,350.00	LESLIE HAIRSTON	05
5406 HARPER CONDO. ASS'N.	14	ANNUAL	2005	1,050.00	TONI PRECKWINKLE	04
5419 S. MASSASOIT CONDO. ASSN.	11	ANNUAL	2005	825.00	MICHAEL R. ZALEWSKI	23
5435-37 S. HYDE PARK CONDO.	6	ANNUAL	2005	450.00	LESLIE HAIRSTON	05
5445 N. KENMORE HOMEOWNERS ASC	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
5465-73 S. INGLESIDE COURT	35	ANNUAL	2005	2,625.00	LESLIE HAIRSTON	05
5482-84 SOUTH EVERETT CONDO.	6	ANNUAL	2005	450.00	LESLIE HAIRSTON	05
5515-17 SOUTH HYDE PARK BLVD.	6	ANNUAL	2005	450.00	LESLIE HAIRSTON	05
5553-55 BLACKSTONE CONDO.	5	ANNUAL	2005	375.00	LESLIE HAIRSTON	05

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2008

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
5640 N. KENMORE CONDO. ASSN.	8	ANNUAL	2005	600.00	MARY ANN SMITH	48
5722 N. WINTHROP AVE CONDO	8	ANNUAL	2005	600.00	MARY ANN SMITH	48
5842-44 HARPER AVE. CONDO	7	ANNUAL	2005	525.00	LESLIE HAIRSTON	05
5989-91 N. NORTHWEST HIGHWAY	9	ANNUAL	2005	675.00	BRIAN G. DOHERTY	41
6121 SHERIDAN ROAD CONDO. ASSN	32	ANNUAL	2005	2,400.00	MARY ANN SMITH	48
616-18 WAVELAND CONDO. ASSN.	6	ANNUAL	2005	450.00	HELEN SHILLER	46
6201 INDIANA CORPORATION	36	ANNUAL	2005	2,700.00	WILLIE COCHRAN	20
6217-19 MAGNOLIA ASSN.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
6221-23 N. MAGNOLIA CONDO.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
6247-49 N. GLENWOOD CONDO. ASSN	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
644 ARLINGTON PLACE CONDO	44	ANNUAL	2005	3,300.00	VI DALEY	43
6646 WEST 64TH PLACE CORP.	6	ANNUAL	2005	450.00	MICHAEL R. ZALEWSKI	23
710-714 CORNELIA CONDO. ASSN.	9	ANNUAL	2005	675.00	HELEN SHILLER	46
7120 N. SHERIDAN ROAD CONDO.	64	ANNUAL	2005	3,006.88	JOE MOORE	49
73 EAST ELM CONDO ASSOC.	48	ANNUAL	2005	3,600.00	BRENDAN REILLY	42
7401 SHERIDAN CONDO ASSOC.	8	ANNUAL	2005	600.00	JOE MOORE	49
744 GORDON TERRACE CONDO. ASSN.	34	ANNUAL	2005	2,550.00	HELEN SHILLER	46
7520 RIDGE BUILDING CORP.	6	SEMI-ANNUAL	2005	225.00	JOE MOORE	49
7520 RIDGE BUILDING CORP.	6	SEMI-ANNUAL	2005	144.00	JOE MOORE	49
7800 S. WINCHESTER CONDO. ASSOC	8	ANNUAL	2005	600.00	LONA LANE	18
817 GEORGE CONDOMINIUM ASSN.	8	ANNUAL	2005	600.00	THOMAS TUNNEY	44
823-825 GUNNISON CONDO ASSOC.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
830 WEST BRADLEY CONDO. ASSOC.	8	ANNUAL	2005	600.00	HELEN SHILLER	46
844 W. FULLERTON LANDMARK	5	ANNUAL	2005	375.00	VI DALEY	43
848 W. GUNNISON CONDOMINIUM	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
8718-24 W. BERWYN CONDO	12	ANNUAL	2005	900.00	BRIAN G. DOHERTY	41
938-40 W. CARMEN AVENUE CONDO.	6	ANNUAL	2005	450.00	MARY ANN SMITH	48

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 314-99-4415-9148-0938:

[List of claimants printed on page 20575 of this *Journal*.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BARTAKOVICS, FRANK	13-18-409-069-1105	38 ALLEN	50.00
FABIANSKI, FRANK	13-18-409-069-1112	38 ALLEN	50.00
HEGARTY, MARTIN J.	14-05-211-021-6161	48 SMITH	50.00
HEGARTY, MARTIN J.	14-05-211-021-6161	48 SMITH	50.00
HEGARTY, MARTIN J.	14-05-211-021-6161	48 SMITH	50.00
HEGARTY, MARTIN J.	14-05-211-021-6161	48 SMITH	50.00
HEGARTY, MARTIN J.	14-05-211-021-6161	48 SMITH	50.00
HEGARTY, MARTIN J.	14-05-211-021-6161	48 SMITH	50.00
HEGARTY, MARTIN J.	14-05-211-021-6161	48 SMITH	50.00
JOHNSON, HERMAN	13-17-107-204-1001	38 ALLEN	50.00
MARSHALL, MARY K.	17-03-107-019-1047	43 DALEY	50.00
MASSEL, SANDRA M.	14-08-203-017-1354	48 SMITH	50.00
MCNEELA, PATRICIA D.	13-18-410-034-1037	38 ALLEN	50.00
ROXE, LINDA A.	14-28-318-064-1360	43 DALEY	50.00
		* TOTAL AMOUNT	700.00

APPROVAL OF APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed order authorizing two applications for the City of Chicago charitable solicitation (tag day) permits, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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. Mercy Home for Boys and Girls
March 8, 2008 and March 16, 2008 -- citywide; and

B. Green Peace, Inc.
February 16, 2008 through December 31, 2008 -- 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, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on April 11, 2007 and on subsequent dates, sundry claims as follows:

Belkin, Rachel L.

Bezuyevskiy, Vlad

Champagne, Linda

Corrado, Jon A.

Erickson, David Nels

Espinoza, Karla

Kendrick, Samuel and First Acceptance Insurance

Lawrence, Benjamin and Progressive Insurance

Matos, Sabina

Onetti, Ana

Onetti, Ana

Pollio, Arthur

Richardson, Charles and State Farm Insurance

Ross, Angela

Sandvick, Susan M.

Seilaniantoosi, Mehrdad

Sinila, Jaroslaw

Slusher, Norman

Solis, Juan

Sykes, Willie B.

Turner, Celeste T.

Velasquez, Lydia

Weathers, Kaamilya,

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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Do Not Pass -- VARIOUS CONDOMINIUM REFUSE REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on September 13, 2006 and on subsequent dates, sundry claims as follows:

Bentley Condominium Association (3)

California Melrose Condominium Association (2)

Campbell Courts Condominium Association (2)

Farwell Terrace Condominium

Kenmore Terrace Condominium Association

Kimbark Avenue Building Corporation

University Crossing Condominium Association

University Fields Condominium Association

West End Condominium Association

1435 West Pratt Condominium Association

1875 Burling Condominium Association (2)

4867 -- 4869 North Kenmore Condominium Association,

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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Placed On File -- LIST OF INDIVIDUAL PROJECT AGREEMENTS WITH RESPECT TO VARIOUS ROAD, BRIDGE AND TRANSIT IMPROVEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication authorizing a transmittal list of individual project agreements, which were entered into by the City with respect to various road, bridge and transit improvements, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of project agreements 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 project agreements and report were *Placed on File.*

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF NOVEMBER, 2007.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a list of cases in which judgments or settlements were entered or cases settled during the month of November, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the 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.

REAPPOINTMENT OF MR. EDUARDO M. COTILLAS AS MEMBER OF CHICAGO-GARY REGIONAL AIRPORT AUTHORITY.

The Committee on Aviation submitted the following report:

CHICAGO, February 6, 2008.

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 January 9, 2008) reappointing Eduardo M. Cotillas as a member of the Chicago-Gary Regional Airport Authority, to a term effective immediately and expiring December, 2013, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Eduardo M. Cotillas as a member of the Chicago-Gary Regional Airport Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF YEAR XXXIV COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE TO PROVIDE FUNDING FOR PUBLIC SERVICE PROJECTS ADMINISTERED BY VARIOUS MUNICIPAL AGENCIES.

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

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the Year XXXIV Community Development Block Grant Ordinance, and having adopted a motion to amend the ordinance, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed amended ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council, the City Council authorized the projected use of Community Development Block Grant entitlement funds for Year XXXIV (the "Year XXXIV C.D.B.G. Ordinance"); and

WHEREAS, Pursuant to the Year XXXIV C.D.B.G. Ordinance, the reprogramming of funds and changes to delegate agency information is subject to review and approval by the City Council; and

WHEREAS, The City desires to adjust funding awards for certain delegate agencies funded through in the Mayor's Office of Workforce Development; the Department of Housing; the Department of Children and Family Services; the Department of Senior Services; the Department of Human Services; and the Department of Planning and Development; now, therefore,

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

SECTION 1. The Year XXXIV C.D.B.G. Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

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

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

Exhibit "A".

Code	Department And Item	Strike Amount	Add Amount
	Amendment To C.D.B.G. Year XXXIV Appropriation	$102,397,821	$102,401,789
	OK34 -- Community Development Block Grant Year XXXIV Funds		
	Reallocation Of Unspent Community Development Block Grant Funds	8,000,000	8,003,968

Code	Department And Item	Strike Amount	Add Amount
	Department Of Planning And Development -- 08		
	Planning and Development Program Support	$ 2,559,764	$ 2,559,764
	.0350 Stationery and Office Supplies	20,520	10,520
	Community Development Assistance -- 2515	2,900,336	2,910,336
	.0135 for Delegate Agencies		
	Women's Business Development Center	62,179	72,179
	Department Of Housing -- 21		
	Multi-Family Loan Program -- 2595		
	.9103 -- Rehab Loans and Grants	$ 5,681,733	$ 5,661,773
	Homeownership Housing Counseling Centers -- 2605	468,475	488,475
	.0135 for Delegate Agencies		
	Kingdom Community		20,000
	Department Of Senior Services -- 47		
	Community Development Block Grant Year XXXIV Allocation	$ 2,230,726	$ 2,234,694
	Independent Living for the Elderly -- Division 2525	1,506,670	1,510,670
	.0135 for Delegate Agencies		
	Phoebe's Place	16,795	20,763

Code	Department And Item	Strike Amount	Add Amount
	Department Of Children And Family Services -- 53		
	Community Development Block Grant Year XXXIV Allocation	$ 10,264,431	$ 10,239,431
	Independent Living for Disabled Persons -- 2510	786,250	761,250
	.0135 for Delegate Agencies		
	Abraham Lincoln Center	68,000	43,000
	Mayor's Office Of Workforce Development -- 13		
	Community Development Block Grant Year XXXIV Allocation	$ 4,151,644	$ 4,176,644
	Innovative Programs for Populations with Special Needs -- 2545	2,574,774	2,599,774
	.0135 for Delegate Agencies		
	Abraham Lincoln Center	50,000	75,000
	Chicago Lighthouse for People Who are Blind	50,000	
	Support Advocates for Women/Leslie's Place	25,000	32,244
	Illinois Manufacturing Foundation		42,756
	Department Of Human Services -- 53		
	Family Violence Prevention Initiative -- 2564	$ 1,456,000	$ 1,456,000
	.0135 for Delegate Agencies		
	Name change from Roseland Christian Health Ministries	85,000	
	Change to: Christian Community Health		85,000

Code	Department And Item	Strike Amount	Add Amount
	Homeless Services -- 2570	$5,387,791	$5,387,791
	.0135 for Delegate Agencies		
	Name change from Roseland Christian Health Ministries	198,865	
	Change to: Christian Community Health		185,406
	Heartland Human Care Services	185,135	198,865
	Deborah's Place	190,570	190,299

AUTHORIZATION FOR EXECUTION OF THIRD INTERGOVERNMENTAL AGREEMENT WITH CHICAGO HOUSING AUTHORITY FOR FUNDING AND ADMINISTRATION OF CHICAGO PUBLIC HOUSING RECYCLING BUY-BACK PROGRAM.

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

CHICAGO, February 6, 2008.

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 intergovernmental agreement between the City of Chicago Department of Streets and Sanitation and the Chicago Housing Authority necessary for the renewal of the "Chicago Public Housing Recycling Buy-Back Program", 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) CARRIE M. AUSTIN,
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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Chicago Housing Authority, a municipal corporation ("C.H.A."), is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families and low-income senior citizens, and seeks to provide its residents with an effective recycling program pursuant to Section 11-5-021 of the Municipal Code of Chicago; and

WHEREAS, In 1999, the City, by and through its Department of Environment, and pursuant to an ordinance ("First Ordinance") enacted in 1999 by the City Council of the City of Chicago ("City Council"), entered into an intergovernmental agreement ("First I.G.A.") with the C.H.A., which authorized the C.H.A. to reimburse the City for part of the cost of operating an already-existing City program known as the Chicago Public Housing Recycling Buy-Back Program (the "Program") for the period April 1, 1999 through March 31, 2000, and which further authorized annual extensions of the First I.G.A. through and including March 31, 2004; and

WHEREAS, Pursuant to the First Ordinance and the First I.G.A. and annual extensions of the First I.G.A., the C.H.A. reimbursed the City for part of the cost of operating the Program for five (5) years, from April 1, 1999 through and including March 31, 2004; and

WHEREAS, The City, through its Department of Streets and Sanitation ("D.S.S."), has continued to administer the Program from April 1, 2004 through December 31, 2007; and

WHEREAS, Pursuant to an ordinance enacted in 2007 by the City Council, the City, through D.S.S., entered into an intergovernmental agreement ("Second I.G.A.") with the C.H.A. ratifying the C.H.A.'s continued willingness to reimburse the City for part of the cost of operation of the Program for the period January 1, 2005 through December 31, 2006; and

WHEREAS, Both the City and the C.H.A. desire to ratify the C.H.A' s continued willingness to reimburse the City for part of the cost of operation of the Program for the period January 1, 2007 through December 31, 2007 and also desire to continue the Program for the period January 1, 2008 through December 31, 2008 and, in furtherance of these goals, the City and the C.H.A. desire to enter into an intergovernmental agreement ("Third I.G.A.") by and between each other for the time period January 1, 2007 through December 31, 2008; and

WHEREAS, The parties propose to enter into the Third I.G.A. under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

WHEREAS, On December 18, 2007, the Board of Commissioners of the C.H.A. enacted a resolution authorizing the C.H.A. to enter into the Third I.G.A.; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of D.S.S. ("Commissioner") or his or her delegate is hereby authorized to execute and deliver the Third I.G.A. with the C.H.A. in substantially the form attached hereto as Exhibit A with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Third I.G.A. (execution of the Third I.G.A. by the Commissioner or his or her delegate constituting conclusive evidence of such approval) and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Third I.G.A.

SECTION 3. The participation by the C.H.A. in funding a portion of the costs of the operation of the Program for the period January 1, 2007 through December 31, 2007 is hereby ratified.

SECTION 4. To the extent that any current 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 shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".

Intergovernmental Agreement

For Recycling Buy-Back Program

Between

The City Of Chicago, Acting By And Through Its Department Of Streets And Sanitation

And

The Chicago Housing Authority.

This intergovernmental agreement (the "Agreement") is made and entered into as of the first day of January, 2007 (the "Effective Date") by and between the Chicago Housing Authority ("C.H.A."), a municipal corporation organized under the Illinois Housing Authority Act, 310 ILCS 10/1, et seq., with offices located at 626 West Jackson Boulevard, Chicago, Illinois 60661 and the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting by and through its Department of Streets and Sanitation (the "City" or "D.S.S.") with offices located at 121 North LaSalle Street, Room 700, Chicago, Illinois 60602.

Recitals.

Whereas, The C.H.A. is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437, et seq., regulations promulgated by the United States Department of Housing and Urban Development ("H.U.D."), the Illinois Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

Whereas, The C.H.A. desires to continue to provide its residents with an effective recycling program pursuant to the requirements of Municipal Code of Chicago; and

Whereas, City entered into a Professional Services Agreement dated January 29, 1999 with the Resource Center (the "Resource Center Contract") concerning that certain Chicago Public Housing Recycling Buy-Back Program (the "Program"), which is attached hereto as (Sub)Exhibit I and incorporated by reference herein; and

Whereas, The C.H.A. and the City previously entered into an intergovernmental agreement for the Program, which expired on December 31, 2006; and

Whereas, D.S.S. has, at its expense, continued to operate and fund the Program since the expiration of the previous intergovernmental agreement and desires that the C.H.A. share in the cost of funding the Program for fiscal years 2007 and 2008; and

Whereas, The C.H.A. desires to continue its participation for 2007 and 2008 in the Program for C.H.A.'s family developments and senior buildings to comply with the City of Chicago's recycling requirements and to help achieve several environmental quality goals; and

Whereas, The C.H.A. desires D.S.S. to administer the Program for the C.H.A. for fiscal years 2007 and 2008; and

Whereas, The C.H.A. and the City have authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.;

Now, Therefore, In consideration of the mutual promises and the terms and conditions set forth herein, the C.H.A. and the City do hereby agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein and made a part hereof.

Article 2.

Duties And Responsibilities.

Section 2.01 Duties And Responsibilities Of The Parties.

The duties and responsibilities ("Services") that the C.H.A. and D.S.S. shall have under the Agreement are set forth in (Sub)Exhibit II, which is attached hereto and incorporated by reference herein.

Section 2.02 Audit Requirement And Maintenance Of Records.

The C.H.A. retains an irrevocable right on behalf of itself and H.U.D. and the Comptroller General of the United States, or any of their duly authorized representatives to independently, or through a third party, review and/or audit D.S.S.' books, documents, papers and records which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts and transcriptions and to disallow any inappropriate billings upon written notice to D.S.S.

D.S.S. shall maintain its books, records and adopt a system of accounting in accordance with generally accepted accounting principles and practices for municipalities, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with the D.S.S.' performance under this Agreement. In addition, D.S.S. shall keep such books, records in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the C.H.A., H.U.D., the Comptroller General of the United States or their duly authorized representatives, for at least three (3) years after the final payment is made in connection with this Agreement and all other pending matters are closed.

Section 2.03 Assignments.

Neither C.H.A. nor D.S.S. shall assign this Agreement or any portion thereof, without the express written approval of the other party. This Agreement shall inure to the benefit of and shall be binding upon D.S.S., the C.H.A. and their respective successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and assigns.

Section 2.04 M.B.E./W.B.E. And Section 3 Compliance.

D.S.S. agrees to comply with C.H.A.'s M.B.E./W.B.E. policy. D.S.S. also agrees that it will comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, 12 USC §1701u, and the regulations issued pursuant thereto by the Secretary of H.U.D. set forth in 24 C.P.R. Part 135, and all applicable rules and orders of H.U.D. issued thereunder.

Article 3.

Term Of Agreement.

Section 3.01 Term.

The term of the Agreement shall be from January 1, 2007 and shall continue through December 31, 2008 or until the Agreement is terminated in accordance with the provisions of this Agreement, whichever occurs first.

Section 3.02 Termination.

The C.H.A. may terminate this Agreement for convenience at any time by giving ninety (90) days written notice to D.S.S.. Subject to performance of the Services in accordance with the standard of care that would be utilized by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement and audits of invoices as set forth herein, the C.H.A. will pay D.S.S., on a pro-rata basis, fees incurred for Services rendered through the date of termination. This Section 3.02 is not subject to Section 5.01 of this Agreement.

Article 4.

Fees.

Section 4.01 Fees.

The C.H.A. shall pay D.S.S., as its share of the costs for the Program, an amount not to exceed Two Hundred Sixty-seven Thousand One Hundred Seventy-eight and no/100 Dollars ($267,178.00) for fiscal year 2007 and Two Hundred Sixty-seven Thousand One Hundred Seventy-eight and no/100 Dollars ($267,178.00) for fiscal year 2008. The total not-to-exceed fee amount of the Agreement is Five Hundred Thirty-four Thousand Three Hundred Fifty-six Thousand and no/100 Dollars ($534,356.00) ("Maximum Amount"). The D.S.S. recognizes and ackowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this Maximum Amount. D.S.S. agrees not to perform, and waives any and all claims for payment for work which would result in billings beyond the Maximum Amount without a prior written amendment to this Agreement authorizing said additional work.

Section 4.02 Payment.

The City shall submit semi-annual invoices to cover the costs associated with the operation of the Program. Each invoice shall be accompanied by a report that specifies the tonnage of recyclables collected at each C.H.A. site ("Tonnage Report") and the amount of vouchers distributed to C.H.A., residents. The total of the invoices for each fiscal year covered by this Agreement shall not exceed Two Hundred Sixty-seven Thousand One Hundred Seventy-eight and no/100 Dollars ($267,178.00). All invoices, with such supporting documentation in addition to the Tonnage Report as may be reasonably required by the C.H.A., will be reviewed and processed for payment by the C.H.A.. The C.H.A. will use commercially reasonable efforts to make payment for services rendered under the Agreement within thirty (30) days after submission of an invoice by D.S.S.. The C.H.A. shall direct all inquiries regarding billing to D.S.S. Director of Finance. Disputes over billings that cannot be resolved shall be treated under Article 5 -- Section 5.01 hereof.

Section 4.03 Non-Appropriation.

Funding for this Agreement is subject to: 1) availability of federal funds from H.U.D., and 2) the approval of funding by C.H.A.'s Board of Commissioners. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the C.H.A. for payments to be made under this Agreement, then the C.H.A. shall provide prompt written notice to D.S.S. of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the City under this Agreement beyond those amounts appropriated and budgeted by the C.H.A. to fund payments hereunder.

Article 5.

Special Conditions.

Section 5.01 Disputes.

A dispute between the C.H.A. and the D.S.S. involving this Agreement that has not been resolved shall be referred to the Commissioner of the D.S.S. ("Commissioner") and the C.H.A.'s Chief Executive Officer ("C.E.O."). Either party may give written notice of the dispute to both the Commissioner and the C.E.O., who shall meet within thirty (30) days of notification to resolve the dispute. In the event the Commissioner and the C.E.O. fail to resolve the dispute, each party may pursue its remedies at law, and shall endeavor to do so within one (1) year of the date notification of the dispute is given.

Section 5.02 Non-Liability Of Public Officials.

No official, employee or agent of either party shall be charged personally by the other or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement, because of such party's execution or attempted execution of this Agreement, or because of any breach hereof.

Article 6.

Risk Management.

Section 6.01 Insurance.

D.S.S. shall assure and require that its contractors, including the Resource Center, shall procure, pay for and maintain at all times during the term of the Agreement, the types of

insurance specified in Article 7 of the Resource Center Contract. All policies shall be issued by a carrier or carriers acceptable to the C.H.A., who are licensed to do business in the State of Illinois and have a current BEST rating of not less than "A". The C.H.A. shall be endorsed as an additional insured with respect to the coverage described in Article 7 of the Resource Center Contract.

Further, D.S.S. shall assure and require that its contractors, including the Resource Center, shall indemnify the C.H.A. at all times during the term of the Agreement as provided for in Article 8 of the Resource Center Contract.

Article 7.

General Conditions.

Section 7.01 Entire Agreement.

This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 7.02 Counterparts.

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 7.03 Amendments.

No changes, amendments, modifications, extensions or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the City and by the Chief Executive Officer of the C.H.A. or his respective designees. The C.H.A. shall incur no liability for Services rendered beyond the scope of this Agreement without a written amendment to this Agreement pursuant to this section.

Section 7.04 Compliance With All Laws/Governmental Orders.

C.H.A. and D.S.S. shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

Section 7.05 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Section 7.06 Severability.

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 7.07 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 7.08 Waiver.

Whenever under this Agreement either party, by a proper authority, waives the other party's performance in any respect or waives a requirement or condition of the other party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the either party may have waived the performance, requirement or condition.

Section 7.09 Independent Contractor.

D.S.S. shall perform the services under this Agreement as an independent contractor to the C.H.A. and not as a representative, employee, agent or partner of the C.H.A.

Section 7.10 Parties In Interest/No Third Party Beneficiaries.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. 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. Nothing contained in this Agreement, nor any act of the City or the C.H.A., 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 C.H.A.

Article 8.

Communication And Notices.

Section 8.01 Communication Between The Parties.

All verbal and written communication, including required reports and submissions, shall be between D.S.S. and C.H.A.'s Operations Department, or except as provided in Section 7.02 below. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County and the local rules governing United States District Court for the Northern District of Illinois.

Section 8.02. Notices.

Notices sent to D.S.S. shall be mailed by ordinary mail, postage prepaid to:

Commissioner, Department of Streets and
Sanitation
City of Chicago
121 North LaSalle Street, Room 700
Chicago, Illinois 60602

with a copy to:

Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development
Division

Notices sent to C.H.A. shall be mailed by ordinary mail, postage prepaid to:

Chief Executive Officer
Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605

with copies to:

General Counsel
Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605

and

Director of Operations
Chicago Housing Authority
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605

Article 9.

Authority.

Section 9.01 C.H.A. Authority.

Execution of this Agreement is authorized by resolution of the C.H.A.'s Board of Commissioners adopted December 18, 2007 approving this Intergovernmental Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § ___ 437, et seq.; regulations promulgated by H.U.D., and the Illinois Housing Authorities Act, 310 ILCS 10,1, et seq., as amended, and other applicable laws, regulations and ordinances.

Section 9.02 D.S.S. Authority.

Execution of this Agreement by the D.S.S. is authorized by an ordinance approved by the City Council of the City of Chicago on _____, 2008.

In Witness Whereof, The C.H.A. and D.S.S. have executed this Agreement as of the effective date first written above.

Chicago of Chicago, Department of Streets and Sanitation

By:_____
Michael Picardi, Commissioner
Department of Streets and Sanitation

Chicago Housing Authority

By: _____
Albert Murillo, Director
Procurements and Contracts

Approved as to Form and Legality:

Office of the General Counsel
Chicago Housing Authority

By: _____
Jorge Cazares, General Counsel

[(Sub)Exhibit I referred to in this Intergovernmental Agreement with Chicago Housing Authority unavailable at time of printing.]

(Sub)Exhibit II referred to in this Intergovernmental Agreement with Chicago Housing Authority reads as follows:

(Sub)Exhibit II.

Duties And Responsibilities Of The Chicago Department Of Streets And Sanitation And The Chicago Housing Authority.

This document outlines the requirements and responsibilities of both the Chicago Department of Streets and Sanitation ("D.S.S.") and the Chicago Housing Authority ("C.H.A") to administer and expand the Chicago Public Housing Buy-Back Recycling Program.

The goals for the program include recovery of recyclable materials from C.H.A. residents and diverting materials from the waste stream; reducing litter in the developments; providing recycling training and employment opportunities for C.H.A. residents; building community capacity; and establishing a sustainable resident-owned and operated recycling business.

Responsibilities Of The Parties.

The parties agree to the following steps for implementing the Chicago Housing Authority Buy-Back Program:

STEP 1 -- Community Outreach.

The C.H.A. will take the lead in the community outreach to encourage residents support and participation. The C.H.A. will work closely with the D.S.S. and the Americorps Vista volunteers to pass out flyers that inform residents about the program and provides answers to logistical questions, such as when and where recyclables will be collected in their developments. In addition, the C.H.A. will meet with Local Advisory Councils and on-site management of the development to ensure their continued participation and support.

The C.H.A. and D.S.S. will coordinate community workshops and seminars that educate residents on the types of materials that can be recycled the market rates for these materials, the issuance of vouchers in exchange for recyclables, and locations where vouchers can be redeemed. These seminars and workshops will provide an opportunity for residents become more familiar with the environmental benefits of recycling, they will bring this message to their neighbors so that the quality of life for C.H.A. residents will improve.

STEP 2 -- Recyclable Collection.

The D.S.S. will continue to oversee the daily operations of the recycling routes and to ensure that the Resource Center properly manages the execution of the program. D.S.S. and C.H.A. will work together to determine each community' s needs, plan and design new collection routes, and identify and select residents for employment opportunities. The agreed upon routes and scheduled pick-up times are listed below.

STEP 3 -- Voucher Disbursement And WMI Reimbursement.

D.S.S. will continue to manage the disbursement of vouchers to residents in exchange for recyclable materials and will ensure that Waste Management of Illinois, Inc. continues to reimburse the program for voucher disbursements. The D.S.S. and the C.H.A. will work together to increase participation by the local business community in the voucher program to ensure that money from the program remains in the community and increases economic activity in the neighborhood.

STEP 4 -- Training For Resident-Owned Business.

The D.S.S. and the C.H.A. will work together to transition the administration of this

program to one or more resident-owned businesses. One of the long-term goals of the recycling program is to establish as self-supporting resident-owned and operated recycling business. The residents that are currently employed by this program are learning the practical skills needed in the recycling business and how to manage personnel. The C.H.A. will take the lead in training these and other residents and provide them with the skills and entrepreneurial tools needed to begin and run their own business. These skills include training in accounting, computer skills, and business and personnel management, D.S.S. will further this development by increasing resident's responsibilities and providing them with more managerial responsibilities.

STEP 5 -- Coordination.

The parties will meet monthly to coordinate activities and ensure the effectiveness of the Chicago Housing Authority Buy-Back Recycling Program.

The agreed upon scheduled routes and pick-up times are as follows: [to be attached later].

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 2008 WITHIN CITY COUNCIL COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

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

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds within the City Council Committee on License and Consumer Protection, 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) CARRIE M. AUSTIN,
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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cardenas, Olivo, Burke, Foulkes, Thompson, L. Thomas, Lane, Rugai, Cochran, Brookins, Munoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 2008. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2008 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personnel Services	100	15-2225	0000	$15,000

TO:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	100	15-2225	0100	$15,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations in the City Council Committee on License and Consumer Protection during the year 2008.

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

COMMITTEE ON BUILDINGS.

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

The Committee on Buildings submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration sixteen proposed sign orders and ordinance (which were referred on January 9 and January 28, 2008) begs leave to recommend that Your Honorable Body do *Pass* the attached orders (one -- 1st Ward, two -- 11th Ward, two -- 13th Ward, one -- 17th Ward, two -- 18th Ward, two -- 23rd Ward, three -- 32nd Ward, three -- 35th Ward and one -- 39th Ward) transmitted herewith.

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

These orders and ordinance shall be in full force and effect from and after their passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following are said orders and ordinance as passed (the italic heading in each case not being a part of the order):

3644 South Archer Avenue.
(182 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1225 Bowes Road, Elgin, Illinois 60123, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Osco, 3644 South Archer Avenue:

Dimensions: length, 21 feet, 3 inches; height, 8 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 24 feet, 7 inches
Total Square Foot Area: 182 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3644 South Archer Avenue.
(207 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1225 Bowes Road, Elgin, Illinois 60123, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Jewel, 3644 South Archer Avenue:

Dimensions: length, 24 feet, 2 inches; height, 8 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 24 feet, 7 inches
Total Square Foot Area: 207 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6301 And 6331 West Archer Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to KGD Enterprises, Inc., doing business as Chicago Sign, 26 West 535 St. Charles Road, Unit A, Carol Stream, Illinois 60188, for the erection of a double-faced sign over 100 square feet (in area of one face) at 6301 and 6331 West Archer Avenue:

Dimensions: length, 10 feet, 11 inches; height, 25 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 69.06 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

8639 South Cicero Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to ICON Identity Solutions, 1418 Elmhurst Road, Elk Grove Village, Illinois 60007, for the erection of two signs that are over 100 square feet in area at CVS, 8639 South Cicero Avenue:

Our client, CVS, is proposing to replace signage on the facade of 8639 South Cicero Avenue with two illuminated wall signs. These signs exceed the 100 feet in area rule, therefore it will require a request for a council order. The signs are 149 square feet. The height from grade to the top of the sign is 15 feet.

Elevation.

Dimensions: length, 37 feet, 3 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 15 feet overall height
Total Square Foot Area: 149 square feet, quantity of 2.

Such signs shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2543 -- 2545 West Diversey Avenue.

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

SECTION 1. Notwithstanding any provisions of Title 17 of the Municipal Code of the City of Chicago (the Chicago Zoning Ordinance) to the contrary, that the Commissioner of Buildings, the Commissioner of Planning and Development and the Zoning Administrator are hereby directed to issue a sign permit to South Water Signs, L.L.C., 922 North Oaklawn Avenue, Elmhurst, Illinois 60126, for the erection of a non-video display changing image sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2543 -- 2545 West Diversey Avenue:

Dimensions: length, 50 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 72 feet, 9 inches
Total Square Foot Area: 700 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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

3350 West Diversey Avenue.
(123.65 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to KGD Enterprises, Inc., doing business as Chicago Sign, 26 West 535 St. Charles Road, Unit A, Carol Stream, Illinois 60188, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3350 West Diversey Avenue:

Dimensions: length, 36 feet, 9 inches; height, 3 feet, 4 3/8 inches
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 123.65 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3350 West Diversey Avenue.
(141.31 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to KGD Enterprises, Inc., doing business as Chicago Sign, 26 West 535 St. Charles Road, Unit A, Carol Stream, Illinois 60188, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3350 West Diversey Avenue:

Dimensions: length, 42 feet; height, 3 feet, 4 3/8 inches
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 141.31 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3350 West Diversey Avenue.
(168.23 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to KGD Enterprises, Inc., doing business as Chicago Sign, 26 West 535 St. Charles Road, Unit A, Carol Stream, Illinois 60188, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3350 West Diversey Avenue:

Dimensions: length, 50 feet; height, 3 feet, 4 3/8 inches
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 168.23 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5400 South Knox Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Billboards, Inc., 15926 West 81st Avenue, Dyer, Indiana 46311, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5400 South Knox Avenue:

Dimensions: length, 36 feet; height, 10.5 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 378 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

939 West North Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 West Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or 100 square feet (in area of one face) at Crunch Fitness (east building elevation, sign to read "Crunch"), 939 West North Avenue:

Dimensions: length, 10 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4747 West Peterson Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to KGD Enterprises, Inc., doing business as Chicago Sign, 26 West 535 Street, St. Charles Road, Unit A, Carol Stream, Illinois 60188, for the erection of a sign/signboards over 24 feet in height and/or over 100 square feet (in area of one face) at Bank of America, 4747 West Peterson Avenue:

Dimensions: length, 41 feet, 6 inches; height, 2 feet, 9 3/4 inches
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 116.72 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6115 South Pulaski Road.
(Sign 1)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to KGD Enterprises, Inc., doing business as Chicago Sign, 26 West 535 Street, St. Charles

Road, Unit A, Carol Stream, Illinois 60188, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bank of America, 6115 South Pulaski Road:

Dimensions: length, 38 feet; height, 3 feet, 4 3/8 inches
Height Above Grade/Roof to Top of Sign: 16 feet
Total Square Foot Area: 127.85 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6115 South Pulaski Road.
(Sign 2)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to KGD Enterprises, Inc., doing business as Chicago Sign, 26 West 535 St. Charles Road, Unit A, Carol Stream, Illinois 60188, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bank of America, 6115 South Pulaski Road:

Dimensions: length, 38 feet; height, 3 feet, 4 3/8 inches
Height Above Grade/Roof to Top of Sign: 16 feet
Total Square Foot Area: 127.85 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1471 West Webster Avenue.
(151 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Flashtric, Inc., 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Kerasotes Theatres, 1471 West Webster Avenue:

Dimensions: length, 33 feet, 14 inches; height, 4 feet, 5 inches
Height Above Grade/Roof to Top of Sign: 32 feet
Total Square Foot Area: 151 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1471 West Webster Avenue.
(217.25 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Flashtric, Inc., 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Kerasotes Theatres, 1471 West Webster Avenue:

Dimensions: length, 12 feet; height, 18 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 14 feet
Total Square Foot Area: 217.25 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6941 South Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Toyota on Western, 6941 South Western Avenue (pylon sign, double face):

Dimensions: length, 8 feet; height, 14 feet, 9 inches
Total Square Foot Area: 118 square feet per face.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7855 South Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to ICON Identity Solutions, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at CVS, 7855 South Western Avenue:

Our client, CVS, is proposing to replace signage on the facade of 7855 South Western Avenue with two illuminated wall signs. These signs exceed the 100 feet in area rule, therefore it will require a request for a council order. The signs are 149 square feet. The height from grade to top of the sign is 15 feet.

Elevation.

Dimensions: length, 37 feet, 3 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 15 feet overall height
Total Square Foot Area: 149 square feet, quantity of 2.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

CORRECTION 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, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration two ordinances:

an ordinance (PO2008-25) correcting page 5962 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 5, 2007 (Clerk del Valle) correcting date, should read September 4, 2007 not August 4, 2007,

a substitute ordinance for (PO2007-6080) correcting pages 59079 and 59080 from the *Journal of the Proceedings of the City Council of the City of Chicago* of December 10, 1997 and correcting pages 70099 and 70100 from the *Journal of the Proceedings of the City Council of the City of Chicago* of February 8, 2006 (Clerk del Valle),

having had the same advisement, begs to leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance and substitute ordinance.

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 6, 2008, with no dissenting votes.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the said proposed ordinance and substitute ordinance transmitted with the foregoing committed report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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):

September 5, 2007.

SECTION 1. That the publication date of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on July 19, 2007 and appearing on page 5962 of the *Journal* of September 5, 2007 is hereby corrected by deleting therefrom

the date "August 4, 2007" appearing in the second line from the top of the page and inserting in lieu thereof the date "September 4, 2007".

SECTION 2. This ordinance shall take effect after its passage.

December 10, 1997 And February 8, 2006.

WHEREAS, On December 10, 1997, the City Council passed an ordinance amending Section 9-104-030 and other sections of the Municipal Code of Chicago; and

WHEREAS, When the ordinance was published in the City Council *Journal of the Proceedings of the City Council of the City of Chicago* for that date, the following text, which should have appeared as the last line of page 59079 or first line of 59080 of the *Journal* was omitted, although the ordinance did not omit the text: "prescribed in Section 9-104-030(7) and an examination prescribed by the"; and

WHEREAS, On February 8, 2006, the City Council passed an ordinance that also amended Section 9-104-030 to make grammatical and substantive changes in that section of the Municipal Code; and

WHEREAS, Some of the grammatical changes in the second ordinance were based upon language of the section as it appeared in the 1997 *Journal* rather than on the correct text of the section; and

WHEREAS, The City Council intends to clarify its original intent by restoring the correct text of Section 9-104-030 with the passage of this ordinance; now, therefore,

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

SECTION 1. Section 9-104-030 of the Municipal Code of Chicago is hereby amended by deleting the stricken language, as follows:

9-104-030 Applications -- Qualifications.

(1) Applications for public chauffeur licenses shall be made in writing to the commissioner of consumer services upon forms provided therefor by the commissioner. Applications shall state the full name and residential address of the applicant and such other information as may be required by the commissioner to properly identify the applicant and to disclose any relevant information as to the applicant's qualifications, age, physical condition and criminal record.

(2) A person is qualified to receive a public chauffeur license:

(a) who possesses a valid Illinois State driver's license which has not, at any time within the five years prior to application for the issuance or renewal of a public chauffeur license, been suspended or revoked pursuant to Sections 6-205, 11-501 or 11-501.1 of the Illinois Vehicle Code, as amended; and

(Omitted text is unaffected by this ordinance.)

(e) who has successfully completed a mandatory course of study prescribed in Section 9-104-030(7) and an examination as prescribed ~~approved~~ by the commissioner and has demonstrated a knowledge of the geography of the city, the laws, ordinances and regulations governing motor vehicle operation in the city, the ordinances regulating the operation of public passenger vehicles within the city and has demonstrated the ability and skill to properly operate a public passenger vehicle within the city; or who has met criteria determined by the commissioner by rule exempting the applicant from the mandatory course of study; and

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance takes effect upon its passage and approval.

COMMITTEE ON HEALTH.

REPEAL OF TITLE 7, CHAPTER 32 OF MUNICIPAL CODE OF CHICAGO ENTITLED "CHICAGO INDOOR AIR ORDINANCE OF 2005" AND ADOPTION OF NEW TITLE 7, CHAPTER 32 ENTITLED "CHICAGO INDOOR AIR ORDINANCE OF 2008".

The Committee on Health submitted the following report:

CHICAGO, February 1, 2008.

To the President and Members of the City Council:

The Committee on Health met on Friday, February 1, 2008 to hear a substitute ordinance for the Clean Indoor Air Ordinance 2008.

The measure was approved with no dissenting votes.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 7-32 of the Municipal Code of Chicago, the "Chicago Indoor Air Ordinance of 2005", is hereby repealed in its entirety and replaced with the following Chapter 7-32.

7-32-005 Title.

This chapter shall be known as the Chicago Indoor Air Ordinance of 2008.

7-32-010 Definitions.

In this chapter:

"Bar" means an establishment which has as its primary business the serving of alcoholic beverages for consumption by guests on the premises. "Bar" includes, but is not limited to, taverns, nightclubs, cocktail lounges, adult entertainment facilities, and cabarets.

"Department" means the City of Chicago Department of Public Health.

"Employee" means a person who is employed by an employer in consideration for direct or indirect monetary wages or profits or a person who volunteers his or her services for a nonprofit entity.

"Employer" means a person, business, partnership, association, or corporation, including a municipal corporation, trust, or nonprofit entity, that employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and a ceiling that is enclosed or partially enclosed with (i) solid walls or windows, exclusive of doorways, or (ii) solid walls with partitions and no windows, exclusive of doorways, that extend from the floor to the ceiling, including, without imitation, lobbies and corridors.

"Enclosed or partially enclosed sports arena" means any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller rink, ice rink, bowling alley, or other similar place where members of the general public assemble to engage in physical exercise or participate in athletic competitions or recreational activities or to witness sports, cultural, recreational, or other events.

"Gaming equipment or supplies" means gaming equipment/supplies as defined in the Illinois Gaming Board Rules of the Illinois Administrative Code.

"Gaming facility" means an establishment utilized primarily for the purposes of gaming and where gaming equipment or supplies are operated for the purposes of accruing business revenue.

"Healthcare facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, long-term care facilities as defined in Chapter 4-96, hospitals, rehabilitation hospitals, weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. "Healthcare facility" includes all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within healthcare facilities.

"Place of employment" means any area under the control of a public or private employer that employees are required to enter, leave, or pass through during the course of employment, including, but not limited to entrances and exits to places of employment, including a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; offices and work areas; restrooms; conference and classrooms; break rooms and cafeterias; and other common areas. A private residence or home-based business, unless used to provide licensed child care, foster care, adult care, or other similar social service care on the premises, is not a "place of employment."

"Private club" means a not-for-profit association that (1) has been in active and continuous existence for at least three (3) years prior to January 1, 2008, whether incorporated or not, (2) is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, (3) is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and (4) only sells alcoholic beverages incidental to its operation. For purposes of this definition, "private club" means an organization that is managed by a board of directors, executive committee, or similar body chosen by the members at an annual meeting, has established bylaws, a constitution, or both to govern its activities, and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. §501.

"Private residence" means the part of a structure used as a dwelling, including, without limitation: a private home, townhouse, condominium, apartment, mobile home, vacation home, cabin, or cottage. For the purposes of this definition, a hotel, motel, inn, resort, lodge, bed and breakfast or other similar public accommodation, hospital, nursing home, or assisted living facility shall not be considered a private residence.

"Public place" means that portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the City of Chicago, or any other public entity and regardless of whether a fee is charged for admission, including a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. A "public place" does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises. A "public place" includes, but is not limited to, hospitals, restaurants, retail stores, offices, commercial establishments, elevators, indoor theaters, libraries, museums, concert halls, public conveyances, educational facilities, nursing homes, auditoriums, enclosed or partially enclosed sports arenas, meeting rooms, schools, exhibition halls, convention facilities, polling places, private clubs, gaming facilities, all government owned vehicles and facilities, including buildings and vehicles owned, leased, or operated by the City of Chicago or City subcontract, healthcare facilities or clinics, enclosed shopping centers, retail service establishments, financial institutions, ticket areas, public hearing facilities, public restrooms, waiting areas, lobbies, bars, taverns, bowling alleys, skating rinks, reception areas, and no less than 75% of the sleeping quarters within a hotel, motel, resort, inn, lodge, bed and breakfast, or other similar public accommodation that are rented to guests, but excludes private residences.

"Restaurant" means (i) an eating establishment, including, but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, that gives or offers for sale food to the public, guests, or employees, and (ii) a kitchen or catering facility in which food is prepared on the premises for serving elsewhere. "Restaurant" includes a bar area within the restaurant.

"Retail tobacco store" means a retail establishment that derives more than 80% of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes,

pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. "Retail tobacco store" does not include a tobacco department or section of a larger commercial establishment or any establishment with any type of liquor, food, or restaurant license.

"Smoke" or "smoking" means the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment.

7-32-015 Smoking In Public Places, Places Of Employment And Governmental Vehicles Prohibited.

Unless an exemption contained in Section 035 of this chapter specifically applies, no person shall smoke in a public place or in any place of employment. No person may smoke in any vehicle owned, leased, or operated by the City of Chicago.

7-32-020 Posting Of Signs; Removal Of Ashtrays.

(a) "No Smoking" signs or the international "No Smoking" symbol, consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it, shall be clearly and conspicuously posted in each public place and place of employment where smoking is prohibited by this chapter by the owner, operator, manager, or other person in control of that place.

(b) Each public place and place of employment where smoking is prohibited by this chapter shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.

(c) All ashtrays shall be removed from any area where smoking is prohibited by this Chapter by the owner, operator, manager, or other person having control of the area.

7-32-025 Smoking Prohibited In Student Dormitories.

Notwithstanding any other provision of this chapter, smoking is prohibited in any portion of the living quarters, including, but not limited to, sleeping rooms, dining areas, restrooms, laundry areas, lobbies, and hallways of a building used in whole or in part as a student dormitory that is owned and operated or otherwise utilized by a public or private institution of higher education.

7-32-030 Designation Of Other Nonsmoking Areas.

Notwithstanding any other provision of this chapter, any employer, owner, occupant, lessee, operator, manager, or other person in control of any public place or place of employment may designate a non-enclosed area of a public place or place of employment,

including outdoor areas, as an area where smoking is also prohibited provided that such employer, owner, lessee or occupant shall conspicuously post signs prohibiting smoking in the manner described in subsections (a) and (b) of Section 020 of this chapter.

7-32-035 Exemptions.

Notwithstanding any other provision of this chapter, smoking is allowed in the following areas:

(1) Private residences or dwelling places, except when used as a child care, adult day care, or healthcare facility or any other home-based business open to the public.

(2) Retail tobacco stores as defined in Section 010 of this chapter in operation prior to January 1, 2008. Any retail tobacco store that begins operation after January 1, 2008 may only qualify for an exemption if located in a freestanding structure occupied solely by the business and smoke from the business does not migrate into an enclosed area where smoking is prohibited.

(3) Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms, provided that all smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into nonsmoking rooms or other areas where smoking is prohibited. Not more than 25% of the rooms rented to guests in a hotel or motel may be designated as rooms where smoking is allowed. The status of rooms as smoking or nonsmoking may not be changed, except to permanently add additional nonsmoking rooms.

7-32-040 Enforcement; Complaints.

(a) Chapter 7-32 shall be enforced by the Department, and the Department of Business Affairs and Licensing, or their authorized designees.

(b) Notice of the provisions of this chapter shall be given to all applicants for a business license in the City of Chicago.

(c) Any person who desires to register a complaint pursuant to this chapter may initiate enforcement with the Department by calling 3-1-1 or such other method as the Department may establish.

(d) The Department or its designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this chapter.

(e) An owner, manager, operator or employee of an establishment regulated by this chapter shall inform persons violating any provision of this chapter of the appropriate provisions thereof.

(f) In addition to the remedies provided by this chapter, the Department or any person aggrieved by the failure of the owner, operator, manager or other person in control of a public place or a place of employment to comply with the provisions of this chapter may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

7-32-045 Violations.

(a) A person, corporation, partnership, association or other entity who violates any provision of this chapter shall be fined pursuant to this section. Each day that a violation occurs is a separate violation.

(b) A person who smokes in an area where smoking is prohibited under any provision of this chapter shall be fined in an amount that is not less than $100 and not more than $250. A person who owns, operates, or otherwise controls a public place or place of employment that violates any provision of this chapter shall be fined (i) not less than $250 for the first violation, (ii) not less than $500 for the second violation within one year after the first violation, and (iii) not less than $2,500 for each additional violation within one year after the first violation and a sixty (60) day suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

7-32-050 Discrimination Prohibited.

No individual may be discriminated against in any manner because of the exercise of any rights afforded by this chapter. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this chapter or reports or attempts to prosecute a violation of this chapter.

7-32-055 Construction With Other Code Provisions.

No reference or omission in this chapter shall be construed to allow smoking if otherwise restricted or prohibited by other code provisions.

7-32-060 Rules.

The Department, and the Department of Business Affairs and Licensing, are authorized to adopt rules necessary for the administration of this chapter.

SECTION 2. Severability. If any provision, clause or paragraph of this ordinance shall be held invalid by a court of competent jurisdiction, such validity shall not affect the other provisions of this ordinance.

SECTION 3. This ordinance shall be in force and effect upon passage and approval.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF HOME BANK AND TRUST COMPANY BUILDING AT 1200 -- 1208 NORTH ASHLAND AVENUE/1600 -- 1612 WEST DIVISION STREET AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 28, 2008 to consider an ordinance recommending that the Home Bank and Trust Company Building at 1200 North Ashland Avenue 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.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

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 Home Bank and Trust Company Building at 1200 -- 1208 North Ashland Avenue/1600 -- 1612 West Division 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 exemplifies the critical role that neighborhood banks played in the history and development of Chicago in the late nineteenth and early twentieth centuries through their financial services to middle- and working-class residents and local businesses throughout the City; and

WHEREAS, The phenomenal expansion of Chicago's outlying banks -- growing from four (4) in 1874 to one hundred ninety-five (195) in 1929 -- represents the rapid outward development of the City during those years of great growth; and

WHEREAS, The siting of the Building at a key "six-corner" intersection on Chicago's near northwest side, historically known as the "Polish downtown" for its strong associations with the Polish-American community in Chicago, illustrates the importance of the City's neighborhood commercial centers, which allowed residents to do most of their banking, shopping and other business close to home; and

WHEREAS, The Building is an excellent early twentieth century neighborhood bank building, a building type of importance to the visual character of Chicago's neighborhoods, and is one of the finest such buildings in the City; and

WHEREAS, The Building is a handsome example of the Classical Revival architectural style, inspired by the buildings of ancient Greece and Rome and which greatly influenced American architecture during the early years of the twentieth century in the aftermath of Chicago's 1893 World's Columbian Exposition, where architects adapted Classical forms and ornament to create a visually stunning ensemble of buildings and other structures; and

WHEREAS, The Building possesses a distinctive monumental scale and exhibits fine design and craftsmanship in both materials and detailing, including finely-carved low-relief limestone panels with allegorical figures, a frieze band decorated with Classical motifs, fluted Corinthian pilasters, triangular- and segmental-arched pediments, and a modillion-detailed cornice; and

WHEREAS, The Building retains a visually dramatic three (3) story banking hall, combining both Classical- and Medieval-influenced ornamentation, including round arches with decorative metal railings, decorative metal chandeliers, and a beam-decorated ceiling framing an opalescent-glass skylight; and

WHEREAS, The Building is the design of Karl M. Vitzthum, who was an important early twentieth century architect in Chicago, designing some of the city's most striking 1920s era skyscrapers, including the One North LaSalle Building and the Steuben Club Building at 188 West Randolph Street; and

WHEREAS, Vitzthum was an important bank architect in the early twentieth century, designing more than fifty (50) bank buildings throughout the Midwest; and

WHEREAS, The Building is a visual "landmark" in the West Town community area in general, and the "six-corners" Milwaukee-Ashland-Division intersection in particular, and is readily distinguished from the surrounding streetscape due to its six (6) story height and monumental scale, limestone cladding, distinctive Classical Revival-style design and finely-detailed ornamentation; 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 significant banking hall interior details; and

WHEREAS, On February 1, 2007, 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, of the Building; the Ashland Avenue vestibule interior in its entirety as delineated in Exhibit B; and the three (3) story banking hall interior in its entirety as delineated in Exhibit B, including, but not limited to existing interior window archways around second (2nd) floor atrium windows, six (6) historic chandeliers, decorative metal grillework ornamenting third (3rd) floor windows, and beamed ceiling and opalescent-glass skylight.

The west and north elevations of the Building will be considered secondary elevations for the purpose of design review by the Commission.

Existing banking hall tables and decorative metal and marble banking teller cages are not included as part of the significant features of the banking hall interior. However, best efforts will be made to preserve one representative decorative metal and marble teller cage front (approximately five (5) to six (6) feet in width). The teller cage does not have to be kept in its

current location or configuration, but could be modified and/or relocated to another location in the building, subject to the review and approval of the Commission.

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 "B" referred to in this ordinance printed on page 20626 of this *Journal*.]

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

Exhibit "A".

Home Bank And Trust Company Building
Property Description.

Legal Description.

Lots 5 through 9 (excepting therefrom that part thereof lying east of a line 60 feet west of and parallel with the east line of said Section 6) in J. P. Fish's Subdivision of Lots 1 and 2 in Assessor's Division of unsubdivided lands in the northeast quarter and the east half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Addresses:

1200 -- 1208 North Ashland Avenue/

1600 -- 1612 West Division Street.

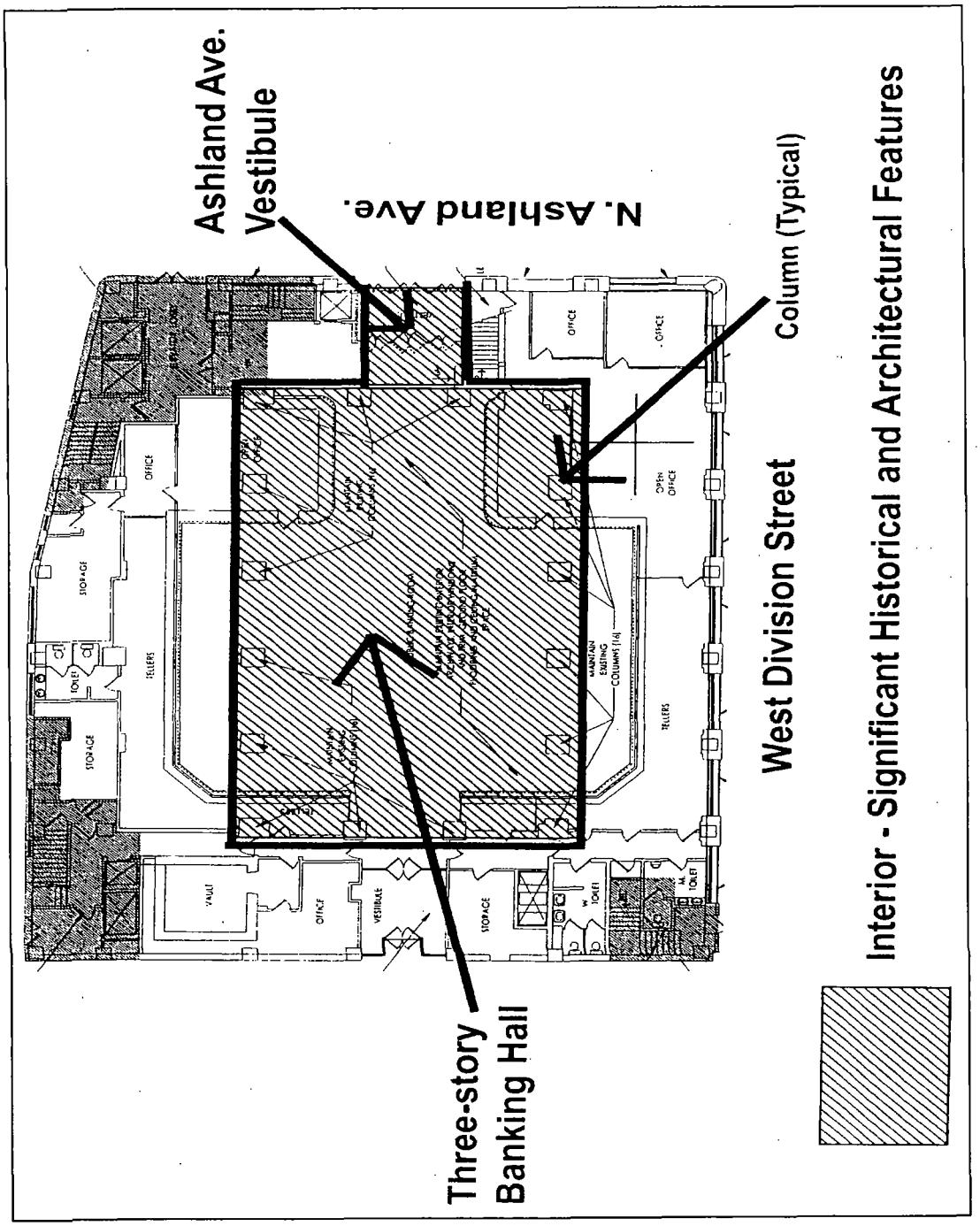
Permanent Index Number:

17-06-235-078-0000.

Exhibit "B".

Home Bank And Trust Company Building.

Interior Significant Historical And Architectural Features.



DESIGNATION OF HUMBOLDT PARK RECEPTORY BUILDING AND STABLE AT 3015 WEST DIVISION STREET AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 28, 2008 to consider an ordinance recommending that the Humboldt Park Receptory Building and Stable at 3015 West Division Street 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.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

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 Humboldt Park Receptory Building and Stable at 3015 West Division Street, as more precisely described in Exhibit A attached hereto and

incorporated herein (the "Building"), 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 Building exemplifies the importance of Chicago's neighborhood parks, built in its developing late nineteenth and early twentieth-century middle-class neighborhoods, to the City's heritage; and

WHEREAS, The Building reflects the role of parks in Chicago in the late nineteenth century, with pastoral settings devoted to passive recreation; and

WHEREAS, The Building was designed in a picturesque architectural style that reflects the influence of popular revivalist styles as well as Central-European, "old German" country architecture, that is rare and unusual in the context of Chicago architectural history; and

WHEREAS, The Building is one of the best designs by the Chicago architectural firm of Frommann & Jebsen and is the last known remaining Chicago park building designed by the firm; and

WHEREAS, The Building exhibits excellent design and craftsmanship in detailing and materials, with its decorative brickwork, half-timbering, rusticated fieldstone foundation; and its profusion of roofs, dormers and spires with matte and glazed clay tiles; and

WHEREAS, The Commission has further determined that the Building satisfies the historic integrity requirement set forth in § 2-120-630 of the Municipal Code in that the Building retains excellent exterior physical integrity in its overall form and details; has stood on its present location since its construction in 1896; and retains the vast majority of its original exterior detailing and materials; and

WHEREAS, On November 1, 2007, 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 courtyard elevations and all rooflines, 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. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Humboldt Park Receptory Building And Stable Property Description.

Legal Description:

That portion of 3015 West Division Street, Chicago, Illinois, which includes the Humboldt Park Receptory Building and Stable, but which excludes all other park improvements, on the parcel legally described as: the northwest quarter of the southwest quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

3015 West Division Street.

Permanent Index Number:

16-01- 300-001-0000.

[Drawing depicting the Humboldt Park Receptory Building and Stable attached to this legal description printed on page 20630 of this *Journal*.]

Humboldt Park Receptory
Building And Stable.

DESIGNATION OF IBM BUILDING AT 330 NORTH WABASH AVENUE AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 28, 2008 to consider an ordinance recommending that the IBM Building at 330 North Wabash Avenue 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.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to 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 IBM Building, located at 330 North Wabash Avenue, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4), and (5) of the Municipal Code; and

WHEREAS, The Building embodies the modern architectural philosophy developed by internationally renowned architect Ludwig Mies van der Rohe, one of the seminal designers of the twentieth century, and was the final tall building designed by Mies; and

WHEREAS, The Building is a mature and archtypal example of the Miesian skyscraper with its spare geometric, slablike massing, clearly-defined structure, sleek metal-and-glass curtain wall, glass-enclosed and travertine marble-embellished lobby, gracious plaza; and careful attention to elegant, non-historic detail; and

WHEREAS, From its opening in 1972 to 2006, the Building housed the Chicago offices of the International Business Machines Corporation (IBM), one of the world's largest computer companies and an internationally significant innovator in computer technology; and

WHEREAS, The Building's sleek modern design by internationally renowned architect Ludwig Mies van der Rohe represents both the importance of the International Style to twentieth-century architecture and the inventiveness and technical sophistication of the IBM Corporation; and

WHEREAS, At the time of construction, the Building incorporated several building and technical innovations in the construction of its curtain wall and heating-cooling systems that facilitated the housing of large numbers of computers in the Building; 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, retaining its original location, overall design, historic building materials, and the great majority of significant exterior details; and

WHEREAS, On November 1, 2007, 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, of the Building; surrounding plazas associated with the Building and the podium upon which

the Building sits, all in their entirety (Exhibit B); and the first (1st) floor lobby interior. The first (1) floor escalator to the former second (2nd) floor cafeteria is not considered a significant historical and architectural feature for the purpose of this designation.

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

SECTION 7. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance printed on page 20637 of this *Journal*.]

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

Exhibit "A".

IBM Building
330 North Wabash Avenue.

Property Description.

Legal Description:

Parcel 1 (commonly known as Tract B-1):

All that certain parcel of land consisting of a part of Lot 9 in Block 2 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, said parcel of land being bounded and described as follows:

commencing at the point of intersection of the east line of North State Street and recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the

City of Chicago on July 29,1930 with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, a distance of 119.64 feet; thence north 32 degrees, 10 minutes, 50 seconds east, a distance of 30.005 feet for a place of beginning at the most southerly corner of said hereinafter described parcel of land; thence continuing north 32 degrees, 10 minutes, 50 seconds east, a distance of 23.745 feet, to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street; thence south 00 degrees, 09 minutes, 40 seconds west parallel with the aforesaid east line of North State Street, a distance of 10.74 feet; thence south 53 degrees, 26 minutes, 39 seconds west, a distance of 7.50 feet to the southwesterly corner of an existing steel column; thence continuing south 53 degrees, 26 minutes, 39 seconds west, a distance of 8.21 feet to the place of beginning, in Cook County, Illinois, and

Parcel 2 (commonly known as Tract B-2):

All that certain parcel of land consisting of a part of Lot 8 and a part of Lot 9 in Block 2 together with a part of vacated North Water Street adjoining said Block 2, all in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, said parcel of land being bounded and described as follows:

commencing at the point of intersection of the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930 with the present northerly dock line of the Chicago River, as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 45.38 feet to a point 131.61 feet (measured perpendicularly) east from said east line of North State Street for a place of beginning at the most southerly corner of said hereinafter described parcel of land; thence continuing north 22 degrees, 24 minutes, 30 seconds west, a distance of 74.2 feet; thence north 32 degrees, 10 minutes, 50 seconds east, a distance of 30.005 feet; thence north 53 degrees, 26 minutes, 39 seconds east, a distance of 8.210 feet to the southwesterly corner of an existing steel column; thence continuing north 53 degrees, 26 minutes, 39 seconds east, a distance of 7.50 feet; thence south 00 degrees, 09 minutes, 40 seconds west, parallel with the aforesaid east line of North State Street, a distance of 103.41 feet to the place of beginning, in Cook County, Illinois, and

Parcel 3 (commonly known as Tract B-3):

A tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian comprising that part of Block 2 and Water Lots 2 to 8 both inclusive in Kinzie's Addition to Chicago, vacated West Carroll Avenue (formerly known as New North Water Street) and vacated North Water Street in the City of Chicago more particularly described as follows, to wit:

beginning at the point of intersection of the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930 with the present northerly dock line of the Chicago River as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 119.64 feet to a point 244.60 feet southwesterly measured along a line which is south 32 degrees, 10 minutes, 50 seconds west, from a point in the south line of East Kinzie Street as recognized in said Wabash Avenue Bridge ordinance which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 32 degrees, 10 minutes, 50 seconds east, to a point which is 98.75 feet southwesterly (measured along the line south 32 degrees, 10 minutes, 50 seconds west) from said point in the south line of East Kinzie Street which point is 232.81 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence northeasterly along a line forming an angle of 15 degrees, 31 minutes, 46 seconds to the right with the last described course 66.93 feet; thence northeastwardly along the arc of a circle convex to the northwest having a radius of 728.78 feet and tangent to the last described course 59.35 feet to a point on the south line of East Kinzie Street which point is 275.21 feet east of the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence west along the south line of Kinzie Street 275.21 feet to the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence south 00 degrees, 09 minutes, 40 seconds west, along the west line of said Block 2 of Kinzie's Addition to Chicago and the east line of North State Street 475.69 feet to the place of beginning, and

Parcel 4 (commonly known as Tract B-4):

All that certain parcel of land consisting of a part of Lot 8 and part of Lot 9 in Block 2 together with part of vacated North Water Street adjoining said Block 2, all in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, said parcel of land being bounded and described as follows:

commencing at the point of intersection of the east line of North State Street as recognized in the Wabash Avenue Bridge ordinance passed by the City Council of the City of Chicago on July 29, 1930 with the present northerly dock line of the Chicago River, as recognized in said ordinance, said point being south 00 degrees, 09 minutes, 40 seconds west, 475.69 feet from the northwest corner of said Block 2 of Kinzie's Addition to Chicago; thence north 63 degrees, 02 minutes, 40 seconds east, along said northerly dock line, 177.70 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 68.58 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 18.75 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 4.25 feet; thence north 67 degrees, 35 minutes, 30 seconds east, 1.62 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 45.38 feet for a place of beginning; thence north 00 degrees, 09 minutes, 40 seconds east, 103.41 feet; t hence north 53 degrees, 26 minutes, 39 seconds east, 5.22 feet; thence south 00 degrees, 09 minutes, 40 seconds west, along a line parallel with and 135.80 feet (by rectangular measurement) east of the aforesaid east line of North State Street, 116.60 feet; thence north 22 degrees, 24 minutes, 30 seconds west, 10.91 feet to the place of beginning in Cook County, Illinois.

Address Commonly Known As:

330 North Wabash Avenue.

Permanent Index Numbers:

17-10-135-009-0000;

17-10-135-013-0000;

17-10-135-014-0000;

17-10-135-019-0000;

17-10-135-021-0000;

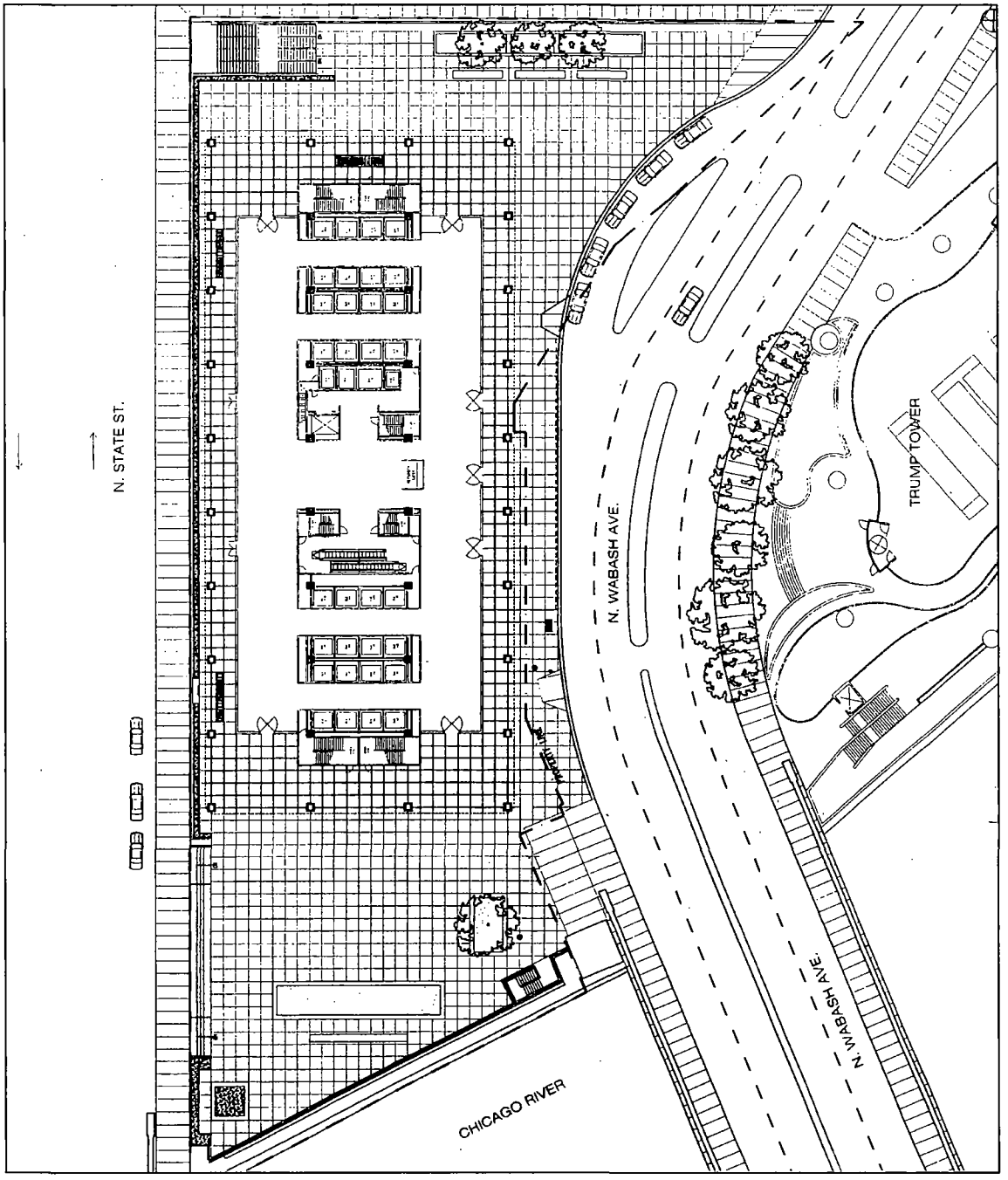
17-10-135-023-0000; and

17-10-135-024-0000.

Exhibit "B."

IBM Building.

Exterior Elevations, Rooflines, Surrounding Plazas, Podium And First Floor Lobby Interior.



DESIGNATION OF THIRD UNITARIAN CHURCH BUILDING AT 301 NORTH MAYFIELD AVENUE AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 28, 2008, to consider an ordinance recommending that the Third Unitarian Church Building at 301 North Mayfield Avenue 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.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

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 Third Unitarian Church Building at 301 North Mayfield Avenue, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4) and (5) of the Municipal Code; and

WHEREAS, The Building is an unusual and early example of modern architecture in Chicago, a style of architecture that Chicago played an important role in defining; and

WHEREAS, With its simple, functional design, lack of historical ornament, exposed structure and straightforward use of simple materials, the design for the Building exemplifies the basic principles of the modern design movement in architecture; and

WHEREAS, The Building was designed in 1936 by architect Paul Schweikher. From the 1930s through the 1960s, Paul Schweikher made an important contribution to the development of modern architecture in America through his emphasis on the straightforward expression of simple building materials such as brick and wood; and

WHEREAS, The Building represents an early Chicago example of a house of worship built in the modern style of architecture, a style that would not be generally embraced by religious denominations until well after World War II; and

WHEREAS, The Building includes an addition made in 1956 according to the designs of architect William Fyfe, who was a student of Frank Lloyd Wright, and who worked under Schweikher on the design of the original church building; and

WHEREAS, The Building exemplifies the influence of Unitarianism, as a progressive religious denomination, on modern architecture; and

WHEREAS, With its continued presence in the Austin neighborhood, the Building exemplifies the important role that houses of worship play in the economic, social and cultural life of Chicago's neighborhoods; and

WHEREAS, The Commission has further determined that the Building satisfies the historic integrity requirement set forth in § 2-120-630 of the Municipal Code by retaining its original location, excellent exterior physical integrity in its overall form, details and historic building material; and retains numerous historic interior features; and

WHEREAS, On November 1, 2007, 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, of the Building; and the sanctuary interior of the Building as depicted and delineated on Exhibit B attached hereto and incorporated herein. The sanctuary tile murals by artist

Andrene Kauffman are not included in the significant features for the purposes of this designation.

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

SECTION 7. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance printed on page 20641 of this *Journal*.]

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

Exhibit "A".

Third Unitarian Church Building Property Description.

Legal Description:

The west 102 feet of the south half (½) of Lot Sixteen (16), the west 102 feet of Lot Seventeen (17), in Block One (1) in Ogleby's Subdivision of Lots Three Hundred Forty-five (345), Three Hundred Forty-six (346) and Three Hundred Forty-seven (347) in Block Fifteen (15) in Austin's Second Addition to Austinville in Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

301 North Mayfield Avenue.

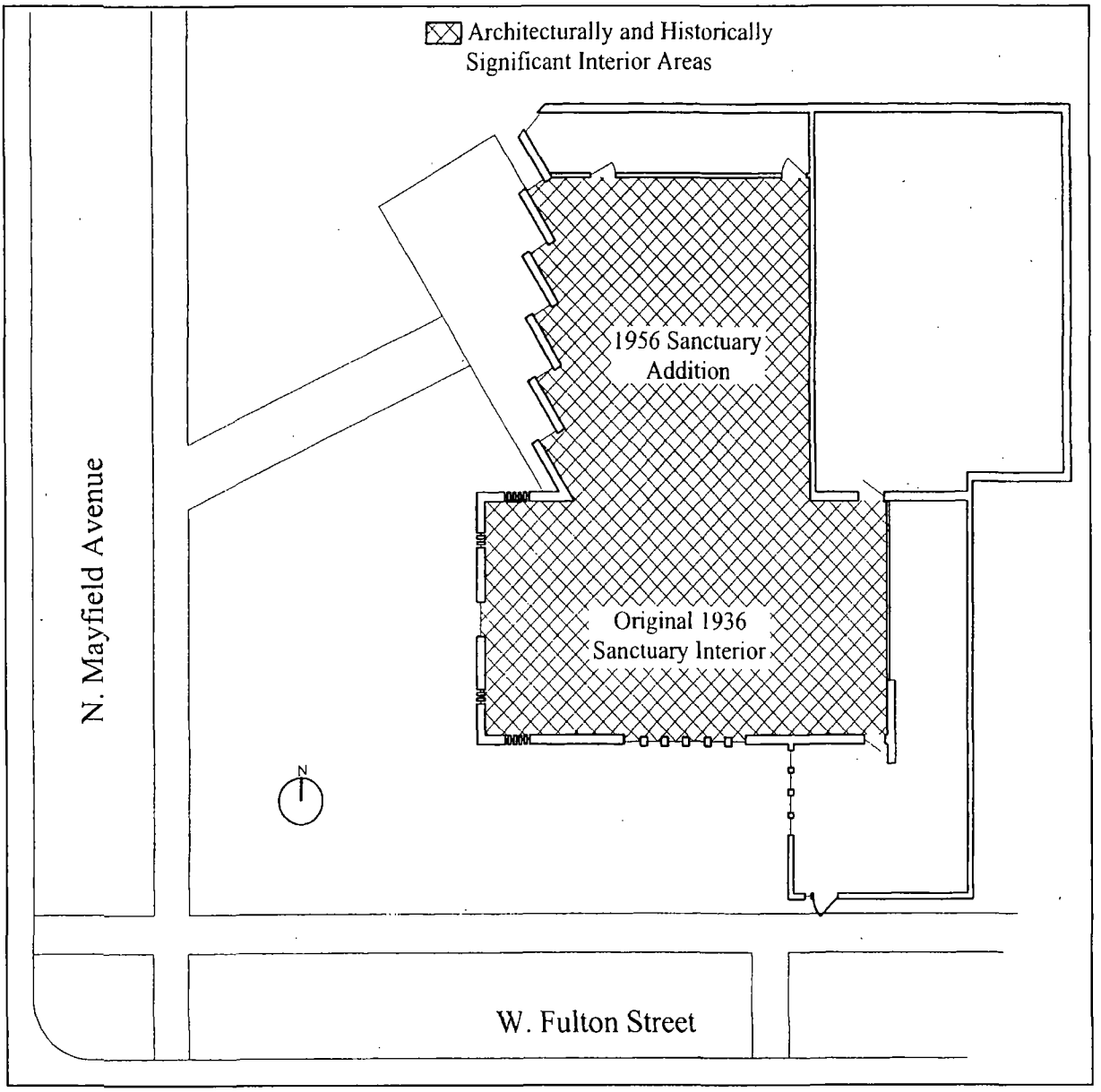
Permanent Index Number:

16-08-402-029-0000.

Exhibit "B".

Third Unitarian Church Building.

Sanctuary Interior.



ACCEPTANCE OF RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DEMOLITION OF NON-CONTRIBUTING BUILDING AT 400 WEST DICKENS AVENUE.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 28, 2008 to consider an order recommending approval of the proposed demolition of a non-contributing building at 400 West Dickens Avenue (Mid-North District), having had the same under advisement, begs leave to report and recommend that your Honorable Body *Pass* the proposed order transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

It is Hereby Ordered by the City Council of the City of Chicago:

That in accordance with Section 2-120-825 of the Municipal Code of Chicago, the recommendation of the Commission on Chicago Landmarks (the "Commission") for the

approval of a proposed demolition of the three-story institutional building located at 400 West Dickens Avenue, a non-contributing building in the Mid-North District, be accepted. The Commission's decision approving the proposed demolition is attached hereto as Exhibit A.

This order shall be in full force and effect upon its passage and valid for two (2) years thereafter.

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

Exhibit "A".

City Of Chicago
Commission On Chicago Landmarks

December 6, 2007.

Recommendation To The City Council To Approve
A Proposed Demolition Of A Non-Contributing
Building In A Chicago Landmark District.

Pursuant to Section 2-120-825 of the Municipal Code governing review of permits for the demolition of forty percent (40%) or more of any building or structure either designated as a "Chicago Landmark" or located in any district designated as a "Chicago Landmark", the Commission on Chicago Landmarks (the "Commission") has reviewed a proposed demolition of:

three-story institutional building (built in 1951) located at 400 West Dickens Avenue (the "Property") within the Mid-North District, a Chicago landmark (the "Landmark District)

; and

Whereas, The significant historical or architectural features identified in the ordinance designating the Landmark District are all exterior elevations, including rootlines visible from the public right-of-way.

The Commission on Chicago Landmarks hereby:

1. finds, in accordance with the criteria for review of demolitions in landmark districts established in Article IV of the Commission's Rules and Regulations, that the Property is non-contributing to the character of the Mid-North District, and its demolition will not have a negative effect on the character of the Landmark District;

2. therefore finds, in accordance with Section 2-120-770 of the Municipal Code, that the demolition of the Property will not adversely affect any significant historical or architectural features of the Landmark District, and that the demolition is in accordance with the Secretary of the Interior's Standard for the Rehabilitation of Historic Buildings;

3. recommends, in accordance with Section 2-120-825 of the Municipal Code, that the Chicago City Council and its Committee on Historical Landmark Preservation accept the Commission's approval of the proposed demolition of the Property.

The above recommendation was passed unanimously (9-0).

(Signed) David R. Mosena
Chairman

Dated: December 6, 2007

ACCEPTANCE OF RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DEMOLITION OF NON-CONTRIBUTING BUILDING AT 3215 -- 3219 WEST FULLERTON AVENUE.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 28, 2008, to consider an order recommending approval of the proposed demolition of non-contributing building at 3215 -- 3219 West Fullerton Avenue (Logan Square District), having had the same under advisement, begs leave to report and recommend that your Honorable Body *Pass* the proposed order transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

It is Hereby Ordered by the City Council of the City of Chicago:

That in accordance with Section 2-120-825 of the Municipal Code of Chicago, the recommendation of the Commission on Chicago Landmarks (the "Commission") for the approval of a proposed demolition of the one-story commercial building located at 3215 -- 3219 West Fullerton Avenue, a non-contributing building in the Logan Square Boulevards District, be accepted. The Commission's decision approving the proposed demolition is attached hereto as Exhibit A.

This order shall be in full force and effect upon its passage and approval and is valid for two (2) years thereafter.

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

Exhibit "A".

City Of Chicago
Commission On Chicago Landmarks

October 4, 2007.

Recommendation To The City Council To Approve
A Proposed Demolition Of A Non-Contributing
Building In A Chicago Landmark District.

Pursuant to Section 2-120-825 of the Municipal Code governing review of permits for the demolition of forty percent (40%) or more of any building or structure either designated as a "Chicago Landmark" or located in any district designated as a "Chicago Landmark", the

Commission on Chicago Landmarks (the "Commission") has reviewed a proposed demolition of:

one-story commercial building (built c.1990) located at 3215 -- 3219 West Fullerton Avenue (the "Property") within the Logan Square Boulevard District, a Chicago landmark (the "Landmark District")

; and

Whereas, The significant historical or architectural features identified in the ordinance designating the Landmark District are all exterior elevations, including rooflines, visible from the public right-of-way.

The Commission on Chicago Landmarks hereby:

1. finds, in accordance with the criteria for review of demolitions in landmark districts established in Article IV of the Commission's Rules and Regulations, that the Property is non-contributing to the character of the Logan Square Boulevards District, and its demolition will not have a negative effect on the character of the Landmark District;

2. therefore finds, in accordance with Section 2-120-770 of the Municipal Code, that the demolition of the Property will not adversely affect any significant historical or architectural features of the Landmark District, and that the demolition is in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings;

3. Recommends, in accordance with Section 2-120-825 of the Municipal Code, that the Chicago City Council and its Committee on Historical Landmark Preservation accept the Commission's approval of the proposed demolition of the Property.

The above recommendation was passed unanimously (8-0).

(Signed) David R. Mosena
Chairman

Dated: October 4, 2007.

AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, held its meeting on January 28, 2008, to consider two orders authorizing permit fee waivers for 420 West Roslyn Place (Arlington and Rosyln Place District) , 1118 North Wolcott Avenue (East Village District), and having had the same under advisement, begs leave to report and recommend that your honorable body *Pass* the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed orders transmitted with the foregoing committee report were Passed by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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):

420 West Roslyn Place.

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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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 any other ordinances of the City Council to the contrary, for the property at:

Address:	420 West Roslyn Place ("Property")
District/Building:	Arlington and Roslyn Place District

for work generally described as:

the renovation of an existing historic residential building to include replacement of windows, roof, front porch, iron railing and driveway gate and the front and side doors; also to include the renovation of the master bathroom

by:

Owner:	Joel Spear and Cathleen Watt
Owner's Address:	420 West Roslyn Place
City, State, Zip:	Chicago, Illinois 60614

SECTION 3. The fee waiver authorized by this order shall be effective from October 1, 2007 through October 1, 2009, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

1118 North Wolcott 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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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 any other ordinances of the City Council to the contrary, for the property at:

Address:	1118 North Wolcott Avenue ("Property")
District/Building:	East Village District

for work generally described as:

restoration of a six (6) unit historic residential building, to include window replacements, brick cleaning, and the replacement of the electrical, heating and plumbing systems

by:

Owner:	Key Elements L.L.C.
Owner's Address:	916 North Wolcott Avenue
City, State, Zip:	Chicago, Illinois 60622

SECTION 3. The fee waiver authorized by this order shall be effective from October 1, 2007 through October 1, 2008, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF MR. SAMUEL MENDENHALL AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

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

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication from the Honorable Richard M. Daley, Mayor, appointing Samuel Mendenhall as a commissioner of the Chicago Housing Authority for a term expiring July 7, 2012, to succeed Earnest Gates, who has resigned, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a 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 Mr. Samuel Mendenhall as a commissioner of the Chicago Housing Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MS. ELLEN K. SAHLI AS MEMBER OF LOW-INCOME HOUSING TRUST FUND BOARD.

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

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication from the Honorable Richard M. Daley, Mayor, appointing Ellen K. Sahli as a member of the Low-Income Housing Trust Fund Board, for a term expiring December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a 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. Ellen K. Sahli as a member of the Low-Income Housing Trust Fund Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. PAUL A. VOLPE AS MEMBER OF LOW-INCOME HOUSING TRUST FUND BOARD.

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

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication from the Honorable Richard M. Daley, Mayor, appointing Paul A. Volpe as a member of the Low-Income Housing Trust Fund Board, for a term expiring December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a 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 Mr. Paul A. Volpe as a member of the Low-Income Housing Trust Fund Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

REAPPOINTMENT OF MS. DEBORAH E. BENNETT, MR. LAWRENCE E. GRISHAM, MR. CARL A. JENKINS, MS. SHERYL C. MC GILL, MS. GABRIELA ROMAN AND MS. ARLOA B. SUTTER AS MEMBERS OF LOW-INCOME HOUSING TRUST FUND BOARD.

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

CHICAGO, February 6, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication from the Honorable Richard M. Daley, Mayor, reappointing Deborah E. Bennett, Lawrence E. Grisham, Carl A. Jenkins, Sheryl C. McGill, Gabriela Roman, and Arloa B. Sutter as members of the Low-Income Housing Trust Fund Board, for terms expiring December 31, 2009, having had 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 Ms. Deborah E. Bennett, Mr. Lawrence E. Grisham, Mr. Carl A. Jenkins, Ms. Sheryl C. McGill, Ms. Gabriela Roman and Ms. Arloa B. Sutter as members of the Low-Income Housing Trust Fund Board were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

RENAMING OF CHICAGO ABANDONED PROPERTIES PROGRAM AS "PRESERVING COMMUNITIES TOGETHER PROGRAM" AND AUTHORIZATION FOR EXPANSION OF ACQUISITION AUTHORITY.

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

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance amending the Preserving Communities Together program, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code, 24 ILCS 5/11-31-1(d), provides that corporate authorities or any municipality may petition the circuit court to have a property declared abandoned, and may thereafter petition for a judicial deed to property so declared, provided the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building ("Abandoned Properties"); and

WHEREAS, The City Council of the City ("City Council"), by ordinance adopted May 20, 1992 and published in the *Journal of the Proceedings of the City Council of the City of Chicago ("Journal of Proceedings")* for such date at pages 16332 -- 16335 (the "Program Ordinance"), first established the Chicago Abandoned Properties Program ("C.A.P. Program"), pursuant to which the City has acquired numerous Abandoned Properties either through statutory abandonment proceedings, or through the foreclosure of municipal liens, and conveyed such Abandoned Properties to selected parties (the "Developer(s)") for rehabilitation, and worked with such Developers to successfully rehabilitate such Abandoned Properties; and

WHEREAS, There now exists a proliferation of vacant and dilapidated buildings in the City, many of which do not meet the statutory definition of Abandoned Properties which allows for their acquisition under 11-31–1(d); and

WHEREAS, It remains in the best interest of the City to acquire and rehabilitate such vacant and dilapidated properties, as well as Abandoned Properties, as such efforts serve numerous social and economic public purpose objectives, including the reduction of the danger and blight that vacant and abandoned properties pose to residents of the City, the generation of tax revenues, and the stimulation of private investment and development; and

WHEREAS, The Department of Housing ("D.O.H.") of the City, which currently oversees the C.A.P. Program, desires to expand the C.A.P. Program to also permit the City to accept title

to vacant properties through voluntary conveyances from (a) the United States Department of Housing and Urban Development ("H.U.D.") (such as, for example, under the H.U.D. "Good Neighbor Program"), (b) other federal, state and local units of government, agencies and instrumentalities, and (c) not-for-profit corporations, lenders, individuals and other private entities and persons, so long as certain requirements are satisfied (collectively, such conveyances, "Voluntary Conveyances"); and

WHEREAS, D.O.H. also desires to rename the C.A.P. Program as the "Preserving Communities Together Program"; now, therefore,

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

SECTION 1. The above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The C.A.P. Program, as amended hereby, shall hereafter be known as the Preserving Communities Together Program ("P.C.T. Program"). The P.C.T. Program shall be administered by D.O.H. under such additional rules and regulations as may be administratively adopted by D.O.H.

SECTION 3. Subject to the terms of this ordinance, the Commissioner of D.O.H., or any Acting Commissioner or First Deputy Commissioner (the "Commissioner") is hereby authorized, on behalf of the City, (a) to acquire Abandoned Properties either through (i) abandonment proceedings under Section 11-31-1(d) as cited above, or (ii) by foreclosing municipal liens (or accepting deeds in lieu thereof), (b) to acquire vacant properties (as defined in Section 13-12-125 of the Municipal Code) by foreclosing municipal liens (or accepting deeds in lieu thereof), and (c) to accept title to vacant properties on behalf of the City through Voluntary Conveyances, so long as the consideration paid for any such vacant properties does not exceed One Hundred and no/100 Dollars ($100.00), plus customary and reasonable closing costs, including, without limitation, costs incurred by the City in performing the due diligence required under Section 4 below, but expressly excluding any broker's fee or commission. D.O.H. is hereby authorized to spend corporate funds and other funds legally available to D.O.H. to pay such nominal consideration and customary and reasonable closing costs (collectively, the "City Acquisition Costs"). In connection with the conveyance of a vacant property or an Abandoned Property to a Developer for rehabilitation, D.O.H. is authorized to charge the Developer for such City Acquisition Costs and for any interim holding costs and disposition costs incurred by the City with respect to the property (such interim holding and disposition costs, together with the City Acquisition Costs, the "City Transaction Costs") and such other amount, if any, as D.O.H. may deem necessary and appropriate.

SECTION 4. Before the City may accept the conveyance of a vacant property or an Abandoned Property, D.O.H. and the Corporation Counsel shall first have reviewed and approved, (a) a title commitment reflecting the current status of title to the property and (b) a survey of the property.

SECTION 5. With respect to the conveyance of City acquired vacant properties and Abandoned Properties to Developers for rehabilitation, D.O.H. is authorized to prepare P.C.T. Program applications ("Applications") designed to provide all the necessary information needed by the City to fairly and completely evaluate proposals for participation in such

programs. D.O.H. may charge applicants a nonrefundable Application fee of up to Five Hundred Dollars ($500) that shall be payable to the City at the time the Application is submitted to D.O.H. for review. All Applications are subject to D.O.H. approval, and any rehabilitation project for an approved applicant shall be subject to City Council approval.

SECTION 6. At the time the City conveys a vacant property or an Abandoned Property to a Developer, the City shall require such Developer to:

(a) reimburse the City for the City Transaction Costs, or such portion thereof as D.O.H. deems is necessary and appropriate;

(b) deposit with the City a performance deposit of not less than One Thousand Dollars ($1,000) securing the Developer's obligation to rehabilitate the Abandoned Property;

(c) execute and record a redevelopment agreement in form and substance acceptable to D.O.H. and the Corporation Counsel (the "RDA") setting forth the Developer's rehabilitation obligations with respect to such Abandoned Property (including any required environmental remediation measures), which RDA may also obligate the Developer to reimburse the City for costs of City inspection services incurred in confirming that the Developer has performed the required rehabilitation work;

(d) execute such other documents and take such other actions as may be required or necessary with respect to such conveyance the required rehabilitation work.

The Commissioner is hereby authorized to negotiate and execute such RDA and to execute such other documents which may be required or necessary to implement the intent and objectives of the P.C.T. Program, subject to the approval of the Corporation Counsel.

SECTION 7. 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 8. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict. Except as amended hereby, the original Program Ordinance shall remain in full force and effect.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval.

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

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

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of Planning and Development authorizing the sale of city-owned properties at 5239 West Lexington Street and 1756 West 87th Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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):

5239 West Lexington Street.

WHEREAS, The City of Chicago ("City") is the owner of the vacant parcel of property located at 5239 West Lexington Street, Chicago, Illinois, which is legally described on Exhibit "A" attached hereto ("Property"), which Property is located in the Harrison/Central Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on July 26, 2006, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 81043 through 81151; and

WHEREAS, Mary James ("Grantee"), 5241 West Lexington Street, Chicago, Illinois, 60644, has offered to purchase the Property from the City to improve with landscaped open space thereon; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times* on December 6, 2007 and December 13, 2007; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; 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 Council hereby approves the sale of the Property to the Grantee in the amount of Six Thousand and no/100 Dollars ($6,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) the Property is improved with landscaped open space within six (6) months of the date of this deed; and 2) the Property is thereafter maintained and used as landscaped open space in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-44-090 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the Affordable Requirements Ordinance.

Grantee's acceptance of such quitclaim deed shall be deemed to be the 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):

Lot 9 in the resubdivision of Lots 18 to 37, both included, of Murray Wolbach's Subdivision of Lots 197 and 203 in School Trustees Subdivision of the north part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Address:

5239 West Lexington Street
Chicago, Illinois.

Property Index Number:

16-16-308-009-0000.

1756 West 87th Street.

WHEREAS, The City of Chicago ("City"), is the owner of the vacant parcel of property located at 1756 West 87th Street, Chicago, Illinois, which is legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, Holy Garden of Prayer Church, an Illinois not-for-profit corporation ("Grantee"), 1742 West 87th Street, Chicago, Illinois 60620, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times* on November 23, 2007, and November 30, 2007; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; 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 Council hereby approves the sale of the Property to the Grantee in the amount of Forty-two Thousand and no/100 Dollars ($42,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within twelve (12) months of the date of this deed; and 2) the Property is thereafter maintained and used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-44-090 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the Affordable Requirements Ordinance.

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):

Lots 9, 10 and 11 in Block 11 in Frank N. Gage's Addition to Englewood Heights, being a subdivision of the south half of the southeast quarter (except the west 10 acres thereof) of Section 31, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1756 West 87th Street
Chicago, Illinois 60620.

Property Index Number:

20-31-427-045-0000.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 1000 -- 1014 EAST 73RD STREET FOR CONSTRUCTION OF NEW GRAND CROSSING BRANCH LIBRARY AND ANCILLARY IMPROVEMENTS.

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

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Public Building Commission authorizing an acquisition of property located at 1000 -- 1014 East 73rd 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the provisions of an Act to Authorize the Creation of public building commissions and to define their rights, powers and duties, as amended (the "Act"), the City Council (the "City Council") of the City of Chicago (the "City") created the Public Building Commission of Chicago (the "Commission") for the purpose of facilitating the construction of public buildings and improvements; and

WHEREAS, At the request of the City, the Commission has heretofore undertaken a program involving the acquisition, construction, alteration, repair, renovation, rehabilitation, enlargement and improvement of branch library facilities (the "Project") for use by the Chicago Public Library (the "Library"); and

WHEREAS, On July 30, 1997, the City Council of the City, at pages 49658 through 49721 of the *Journal of the Proceedings of the City Council of the City of Chicago*, authorized the execution of an intergovernmental agreement between the Commission and the City which provides for the implementation of the Project; and

WHEREAS, The Library has requested that the Commission acquire the property commonly known as 1000 --1014 East 73rd Street, Chicago, Illinois and legally described in Exhibit A to this ordinance (the "Property"), with funds to be provided by the City on behalf of the Library, for the purpose of acquiring and constructing a new branch library and ancillary improvements in the Grand Crossing area of the City; and

WHEREAS, The Board of Commissioners (the "Board") of the Commission, by resolution adopted on December 11, 2007, selected, located and designated the Property for acquisition and construction for the aforesaid purposes; and

WHEREAS, The Property, which lies wholly within the territorial limits of the City, is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for such purposes; and

WHEREAS, The Property, upon being acquired and at all times thereafter, shall be under public ownership and control, subject only to the right of reverter described in Section 3 below, which shall apply only if an owner donates the Property, or a portion thereof, to the Commission or the City and a branch library is not thereafter constructed on such donated property; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Board has requested that the City Council approve the Property, so selected, located and designated by the Commission, as a site to be acquired for construction of a new Grand Crossing branch library and ancillary improvements; 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 foregoing findings and recitals are hereby adopted as the findings of the City Council and incorporated herein by reference.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary for the Commission, on behalf of the City, to acquire the Property for the public purposes set forth in the recitals. The City hereby approves the selection, location and designation of the Property for acquisition, development and construction of branch library and ancillary improvements for a new Grand Crossing branch library and related facilities by the Commission.

SECTION 3. The City approves the Commission's authority to negotiate with the owner(s) for the purchase of the Property. If the Commission and the owner(s) are able to agree on the terms of the purchase, the Commission is authorized to purchase the Property on behalf of the City for the agreed price. If the Commission is unable to agree with the owner(s) of the Property on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, the City consents to the Commission's institution and prosecution of condemnation proceedings for the purpose of acquiring fee simple title to the Property under the Commission's power of eminent domain. If an owner donates the Property, or a portion thereof, to the Commission or the City, such donation may be conditioned upon the Commission's obligation to commence construction of the branch library on the donated property within two (2) years of such donation, and such owner's deed may include a right of reverter securing such construction obligation which, if not satisfied, shall operate to revest title in such owner. Upon commencement of such construction, such right of reverter shall terminate.

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 effective upon its passage and approval.

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

Exhibit "A".

Grand Crossing Branch Library
1000 -- 1014 East 73rd Street
Chicago, Illinois.

Legal Description (subject to final title commitment and survey):

The west half of Lot 21 and all of Lots 22, 23, 24, 25, 26 and 27 in Block 14 in Cornell, being a subdivision of the west half of Section 26 in the southeast quarter of Section 26

(with the exception of the east half of the northeast quarter of said southeast quarter), and the north half of the northwest quarter and the south half of the northwest quarter, lying west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

20-26-111-031;

20-26-111-032; and

20-26-111-033.

AUTHORIZATION FOR ACQUISITION OF PROPERTIES WITHIN AND FOR BENEFIT OF 95TH AND WESTERN TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

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

CHICAGO, February 6, 2008.

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 acquisition of property in the 95th and Western Avenue Tax Increment Financing Redevelopment Project Area, 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 ("City Council") of the City of Chicago (the "City") on July 13, 1995 and published at pages 3914 -- 3971 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 (as amended, the "Plan") for the 95th and Western Avenue Tax Increment Financing Redevelopment Project Area, (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (currently codified at 65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 13, 1995, and published at pages 3972 -- 3980 of the *Journal* of such date, the Area was designated as a "conservation area" redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 13, 1995 and published at pages 3979 and 3981 -- 3988 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, Pursuant to an ordinance adopted by the City Council on March 19, 1997 and published at pages 42053 -- 42107 of the *Journal* of such date, Amendment Number 1 to the 95th and Western Avenue Redevelopment Plan ("Amendment Number 1") was approved; 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, The Department of Planning and Development ("D.P.D.") has determined that it is necessary to acquire the parcels of property located in the Area listed on Exhibit A to this ordinance (the "Acquisition Parcels"), in order to achieve the goals, policies and objectives of the Plan, as amended, including, without limitation: reducing and eliminating those conditions which qualify the Area as a conservation area; strengthening the existing business community and enhancing local business and employment development within the Area while stimulating revitalization in the surrounding commercial and residential areas; identifying and attracting new business and job growth to the Area that will capitalize on the inherent strengths of the Area; improving the marketability of vacant and other underutilized properties by encouraging private investments which strengthen the community's economic base and business environment; and acquiring underutilized sites for redevelopment by the private sector; and

WHEREAS, By Resolution Number 06-CDC-82, adopted by the Community Development Commission of the City of Chicago ("Commission") on September 26, 2006, the Commission recommended the acquisition of the Acquisition Parcels; 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; and

WHEREAS, The City Council further finds that such acquisition and exercise of power of eminent domain shall be in furtherance of the Plan, which was first adopted in 1995 in accordance with the Act, as recited above, and was in existence prior to April 15, 2006; and

WHEREAS, The City Council further finds that prior to April 15, 2006, the Plan included an estimated Five Million Dollars ($5,000,000) in property assembly costs as a budget line item in Appendix 5 to the Plan, and also described property assembly as a part of the redevelopment project for the Area, including in Section IV (Redevelopment Plan Goals, Objectives and Policies) and Section VI.1 (Redevelopment Activities); and

WHEREAS, The City Council further finds that the Acquisition Parcels were included in the Area prior to April 15, 2006, that there has been no extension in the completion date of the Plan and that the Acquisition Parcels are not located in an industrial park conservation area; 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 for the City of Chicago to acquire the Acquisition Parcels for public use and for purposes of furthering the objectives of the Plan, and D.P.D. is hereby authorized to acquire and accept such Acquisition Parcels on the City's behalf.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) for the purchase of the Acquisition Parcels. If the Corporation Counsel and the owner(s) are

able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase an Acquisition Parcel on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of an Acquisition Parcel on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) 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 an 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 with respect to any Acquisition Parcel that is an improved parcel and within ten (10) years of the date of the publication of this ordinance with respect to any Acquisition Parcel that is a vacant parcel. 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 applicable Acquisition Parcel.

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such further 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 Parcels.

(Subject To Title Commitment And Survey)

Address	Property Identification Number (P.I.N.)	Vacant Or Improved
8931 South Western Avenue	25-06-108-001	Vacant Land
8935 South Western Avenue	25-06-108-002	Vacant Land

Address	Property Identification Number (P.I.N.)	Vacant Or Improved
8939 South Western Avenue	25-06-108-003	Vacant Land
8957 South Western Avenue	25-06-108-009	Vacant Land
8959 South Western Avenue	25-06-108-010	Vacant Land
9049 South Western Avenue	25-06-115-016	Improved
9115 South Western Avenue	25-06-300-003	Vacant Land
9143 South Western Avenue	25-06-300-012	Vacant Land
9315 South Western Avenue	25-06-310-050	Vacant Land
2225 West 95th Street	25-07-103-001	Vacant Land
2223 West 95th Street	25-07-103-002	Vacant Land
2221 West 95th Street	25-07-103-003	Improved
2219 West 95th Street	25-07-103-004	Improved
2215 West 95th Street	25-07-103-005	Improved
2007 West 95th Street	25-07-107-004	Vacant Land
2001 West 95th Street	25-07-107-005	Vacant Land

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 4300 WEST NORTH AVENUE FOR CHICAGO PUBLIC LIBRARY.

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

CHICAGO, February 6, 2008.

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 General Services authorizing the execution of a lease agreement at 4300 West North 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease with LFL Properties, Inc., as landlord, for approximately six thousand two hundred forty-three (6,243) square feet of ground floor office space located at 4300 West North Avenue, for use by the Chicago Public Library, as tenant; such lease to be approved by the Commissioner of the Department of the Chicago Public Library, the President of the Chicago Public Library Board of Directors and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 19041.

This lease is made and entered into this _____ of _____, 2008, by and between LFL Properties, Inc., an Illinois corporation (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 4300 West North Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately six thousand two hundred forty-three (6,243) square feet of ground floor office space located at 4300 West North Avenue to be used by the Chicago Public Library as its North Pulaski branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately six thousand two hundred forty-three (6,243) square feet of office space located on that certain parcel of real estate more commonly known as 4300 West North Avenue, Chicago, Illinois (part of Permanent Index Number 13-34-424-035 -- the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on March 1, 2008, ("Commencement Date"), and shall end on February 29, 2014, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

a) Seven Thousand Eight Hundred Fifty-one and no/100 Dollars ($7,851.00) per month for the period beginning on March 1, 2008 and ending on August 31, 2008;

b) Eight Thousand One Hundred and no/100 Dollars ($8,100.00) per month for the period beginning on September 1, 2008 and ending on February 28, 2009;

c) Eight Thousand Three Hundred Fifty and no/100 Dollars ($8,350.00) per month for the period beginning on March 1, 2009 and ending on February 28, 2010;

d) Eight Thousand Six Hundred and no/100 Dollars ($8,600.00) per month for the period beginning on March 1, 2010 and ending on February 28, 2011;

e) Eight Thousand Eight Hundred Fifty and no/100 Dollars ($8,850.00) per month for the period beginning on March 1, 2011 and ending on February 29, 2012;

f) Nine Thousand One Hundred Twenty-five and no/100 Dollars ($9,125.00) per month for the period beginning on March 1, 2012 and ending on February 28, 2013;

g) Nine Thousand Four Hundred and no/100 Dollars ($9,400.00) per month for the period beginning on March 1, 2013 and ending on February 28, 2014.

Rent shall be paid to Landlord at LFL Properties, 5901 North Cicero Avenue, Suite G-2, Chicago, Illinois, 60646, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord Covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all

applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation") and Title 15 ("Fire Prevention") and all applicable provisions of the Landscape Ordinance of the City of Chicago. If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall use the Premises as the North Pulaski Branch of the Chicago Public Library. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the Term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

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

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

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

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage.

(d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Bureau of Asset Management, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance polices indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for 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 Landlord.

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

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

The Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

6.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning March 1, 2014 and the rent shall be at the same rate as set forth in Section 3.1(g) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

LFL Properties, Inc.
5901 North Cicero Avenue, Suite G-2
Chicago, Illinois 60646

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease for convenience without penalty by providing Landlord with ninety (90) days prior written notice at any time on or after March 1, 2010.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

10.13 No Brokers.

The Department of General Services does not use brokers, tenant representatives, or other finders. Landlord does not use brokers, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that no broker, landlord or tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s). Under no circumstances shall Landlord make any payments due hereunder to any broker(s).

10.14 Amendments.

From time to time, the parties hereto may amend this lease agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said lease agreement. Provided, however, that such Amendment(s) shall not serve to extend the lease term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this lease and all other provisions of this Lease shall otherwise remain in full force and effect.

10.15 Prior Lease.

Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premise under a lease having a February 28, 2008 expiration date. Landlord and Tenant each acknowledge and agree that the other party has performed all obligations under such prior lease and that neither party has any claims against the other with respect to such prior lease.

Section 11.

Option To Expand.

11.1 Option To Expand.

Provided Landlord has additional property available on the same strip mall for use by

Tenant, Landlord may, but need not, notify Tenant in writing of the existence of such additional property and the terms and conditions to be assessed for such use. In addition, Tenant may, from time to time, inquire as to such availability. After receipt of such notification of space availability, Tenant must notify Landlord in writing within thirty (30) days of Tenant's intent to accept the same. Provided, however, that the additional rent to be charged shall be not greater than the same per square foot rate then in effect pursuant to Section 3 of this lease. If the parties are in accord with respect to such expansion, Landlord and Tenant shall execute an Amendment to this lease pursuant to Section 10.14 hereinabove incorporating such space into the Premises as part of the leasehold under this lease.

Section 12.

Additional Responsibilities Of Landlord.

12.1 Site Improvements.

By no later than October 15, 2008, Landlord shall complete the following site improvements:

a. Replace the existing carpeting with new quality commercial grade carpeting. The carpet color shall be a carpet color selected in writing by the Commissioner of the Chicago Public Library or his/her designee.

b. Repaint the Premises with quality paint. The paint color shall be a color selected in writing by the Commissioner of the Chicago Public Library or his/her designee.

c. Replace the floor tiles in the public restroom with new quality commercial grade tiles. The tile color shall be selected in writing by the Commissioner of the Chicago Public Library or his/her designee.

d. Replace the toilet in the public restroom with a quality industrial grade toilet.

12.2 Water Service.

Landlord shall provide, at Landlord's sole cost and expense, all hot and domestic water for the Premises.

12.3 Plumbing.

Landlord shall maintain plumbing in good operable condition.

12.4 Engineering Service.

Landlord shall provide, at Landlord's expense, any and all engineering service for maintenance of the exterior and interior of the Premises, including all roof, structural, mechanical and electrical components. Engineering service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

12.5 Air-Conditioning.

Landlord shall provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

12.6 Heat.

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

12.7 Fire Extinguishers.

Landlord shall maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

12.8 Extermination Service.

Landlord shall provide and pay for exterminator service when necessary. Provided, however, that Tenant shall assume this responsibility in the event that extermination services are necessitated by Tenant's custodial negligence.

12.9 Snow Removal.

Landlord shall provide prompt removal of snow and ice and appropriate salting of sidewalk and parking lot which immediately abut the Premises.

12.10 Parking.

Landlord shall provide four (4) exclusive off-street parking spaces behind leased Premises during the Term of the lease. The balance to be unreserved.

12.11 Unauthorized Improvements.

Any improvements to the Premises effectuated by Landlord on Tenant's behalf shall only be performed upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Approval from any other City department(s), other employee(s) of the Department of General Services, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect. Provided, however, that the Commissioner of the Chicago Public Library may provide this authorization with respect to those items delineated in Section 12.1 hereinabove.

12.12 Repairs For Emergencies.

In the event of an emergency where further delay would lead to material loss or significant damage to the Premises or the property occupied by other tenants of Landlord and provided such emergency is caused by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors, Landlord may make such emergency repairs subject to full reimbursement to Landlord by Tenant of costs associated with such emergency repairs excluding any overhead and/or profit.

Section 13.

Additional Responsibilities Of Tenant.

13.1 Plate Glass Maintenance.

Tenant shall repair or replace any broken, damaged or etched plate glass on first floor of said Premises during Term of lease which is not caused by negligence of Landlord.

13.2 Custodial Services.

Tenant shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

13.3 Tenant's Signage.

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state and municipal Laws.

13.4 Landlord Signage.

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size during the last three (3) months of the lease Term.

13.5 Condition Upon Termination.

Upon the termination or cancellation of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

13.6 Security.

Tenant shall provide and pay for security and monthly alarm service, if necessary in Tenant's opinion.

13.7 Illegal Activity.

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

13.8 Hazardous Materials.

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

13.9 Repairs For Tenant Negligence, Vandalism Or Misuse.

Subject to approval as set forth herein, Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents or contractors. In such case, Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord by Tenant of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord

upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Repair approval from any other City department(s) or other employee(s) of the Department of General Services shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services shall not be reimbursable to Landlord.

13.10 Rules And Regulations.

Tenant agrees to observe and comply with any reasonable rules and regulations (the "Rules and Regulations") applicable to all tenants and occupants of Landlord's strip mall property and such other reasonable rules and regulations as Landlord shall make and adopt by Landlord from time to time. Landlord shall uniformly apply such rules and regulations and shall not discriminate against Tenant in the enforcement of any such Rules and Regulations. Such Rules and Regulations shall not negatively affect Tenant's operations.

Section 14.

Landlord Disclosures And Affirmations.

14.1 Business Relationships.

Landlord acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that he 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. Landlord hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this lease agreement or the transactions contemplated hereby.

14.2 Patriot Act Certification.

Landlord represents and warrants that neither Landlord 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 Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, 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.

14.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Landlord' contractors (i.e., any person or entity in direct contractual privity with Landlord 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 (Landlord 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 Landlord, (ii) while this agreement or any Other Contract is executory, (iii) during the Term of this agreement or any Other Contract between Landlord and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Landlord represents and warrants that from the date the City approached Landlord or the date Landlord 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.

Landlord agrees that it shall not: (a) coerce, compel or intimidate his employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse his 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.

Landlord 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.

Landlord 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 Landlord 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 source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Landlord 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.

14.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that they, and to the best of their knowledge, their 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 (the "Waste Sections"). During the period while this agreement is executory, Landlord, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this agreement, constitutes a breach of and an event of default under this agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the agreement, at Law or in equity. This section does not limit Landlord, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal Laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect Landlord eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

LFL Properties, Inc., an Illinois corporation

By: LFL Properties, Inc.

By: _____
President

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Commissioner

Approved:

The Chicago Public Library

By: _____
Commissioner

Approved:

The Chicago Public Library
Board of Directors

By: _____
President

Approved As To Form And Legality:

By: The Department of Law

By: _____
Deputy Corporation Counsel,
Real Estate Division

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 2807 WEST 55th STREET FOR CHICAGO PUBLIC LIBRARY.

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

CHICAGO, February 6, 2008.

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 General Services authorizing the execution of a lease agreement at 2807 West 55th 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease with Eugene Wierzgacz and Rhonda Kodjayan, as landlord, for approximately four thousand one hundred sixty-five (4,165) square feet of ground floor office space located at 2807 West 55th Street, for use by the Chicago Public Library as its Gage Park Branch Library, as tenant; such lease to be approved by the Commissioner of the Chicago Public Library and the Chicago Public Library Board of Directors, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 19018.

This lease is made and entered into this ____ day of _____, 2008, by and between Eugene Wierzgacz and Rhonda Kodjayan, beneficiaries under Cosmopolitan Bank and Trust, trust agreement dated May 31, 1989 and known as Trust Number 13154 (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 2807 West 55th Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from landlord, approximately four thousand one hundred sixty-five (4,165) square feet of office

space located at 2807 West 55th Street to be used by the Chicago Public Library as its Gage Park Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately four thousand one hundred sixty-five (4,165) square feet of office space located on that certain parcel of real estate more commonly known as 2807 West 55th Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on January 1, 2008 ("Commencement Date") and shall end on December 31, 2013, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

a) Three Thousand One Hundred Seventy and no/100 Dollars ($3,170.00) per month for the period beginning on January 1, 2008 and ending on December 31, 2008.

b) Three Thousand Two Hundred Fifty and no/100 Dollars ($3,250.00) per month for the period beginning on January 1, 2009 and ending on December 31, 2009.

c) Three Thousand Three Hundred Thirty and no/100 Dollars ($3,330.00) per month for the period beginning on January 1, 2010 and ending on December 31, 2010.

d) Three Thousand Four Hundred Twenty and no/100 Dollars ($3,420.00) per month for the period beginning on January 1, 2011 and ending on December 31, 2011.

e) Three Thousand Five Hundred and no/100 Dollars ($3,500.00) per month for the period beginning on January 1, 2012 and ending on December 31, 2012.

f) Three Thousand Five Hundred Eighty and no/100 Dollars ($3,580.00) per month for the period beginning on January 1, 2013 and ending on December 31, 2013.

Rent shall be paid to Landlord at Dolejs Property Management, 7847 West Ogden Avenue, Chicago, Illinois 60634, or at such place as Landlord may from time to time hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, water and sewer charges, power and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation") and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after mailing of written notice thereof sent by Tenant, unless such repair cannot be remedied within ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease or Tenant can immediately terminate this lease by providing the Landlord with written notice of termination for cause sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall use the Premises as the Gage Park Branch of the Chicago Public Library. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or

manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary. Provided, however, that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the Term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

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

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees at the Premises and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness. This provision shall also apply to Landlord's employees, agents or clients hired for work on the Premises.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

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

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (1,000,000) per occurrence, for bodily injury and property damage.

(d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Real Estate Management, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in

the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for 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 Landlord.

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

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

The Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

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

The City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements.

6.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such extent that

Tenant cannot continue, occupy or conduct its normal business therein, or if the Premises do not meet all Municipal Building and Fire Code provisions and are therefore rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official, employee or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2014 and the rent shall be at the same rate as set forth in Section 3.1(f) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle -- Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Richard A. Dolejs
Dolejs Property Management
c/o of Eugene Wierzgacz and Rhonda Kodjayan
7847 West Ogden Avenue
Lyons, Illinois 60534

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice after twelve (12) months from the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

10.13 No Brokers.

The Department of General Services does not use brokers, tenant representatives, or other finders. Landlord does not use brokers, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that no broker, landlord or tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s). Under no circumstances shall Landlord make any payments due hereunder to any broker(s).

10.14 Amendments.

From time to time, the parties hereto may amend this lease agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said lease agreement. Provided, however, that such amendment(s) shall not serve to extend the lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms

and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this lease and all other provisions of this lease shall otherwise remain in full force and effect.

10.15 Prior Lease.

Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premise since July 31, 2003 without a written lease agreement. Landlord and Tenant each acknowledge and agree that the other party has performed obligations and paid all amounts due with respect to the time period from August 1, 2003 through the Commencement Date, and that neither party has any claims against the other with respect to such time period.

Section 11.

Additional Responsibilities Of Landlord.

11.1 Extermination Services.

Landlord shall provide and pay for exterminator services whenever necessary.

11.2 Water Service.

Landlord shall provide for hot and domestic water for the Premises.

11.3 Plumbing.

Landlord shall maintain plumbing in good operable condition, excluding damage caused by acts of vandalism or negligence attributable to Tenant, Tenant's agents or Tenant's clients.

11.4 Maintenance.

Landlord shall provide, at Landlord's expense, any and all engineering service for maintenance of the exterior and interior of the Premises, including all roof, structural, mechanical and electrical components. Engineering service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.5 Air-Conditioning.

Landlord shall provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord

shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.6 Heat.

Landlord shall provide for heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients. Landlord understands that proper heating is critical to operations as the Premises may be used as a heating center.

11.7 Fire Extinguishers.

Landlord shall provide and maintain two (2) fire extinguishers in the Premises at all times. Provided, however, that Landlord shall not be responsible for replacement of fire extinguishers vandalized or stolen from the Premises.

11.8 Snow Removal.

Landlord shall provide prompt removal of snow and ice from sidewalk which immediately abut demised Premises.

11.9 Spot Painting.

Landlord shall professionally spot paint the Premises on an as-needed basis.

11.10 Unauthorized Improvements.

Any improvements to the Premises effectuated by Landlord on Tenant's behalf shall only be performed upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Approval from any other City department(s), other employee(s) of the Department of General Services, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect.

11.11 Repairs For Emergencies.

In the event of an emergency where further delay would lead to material loss or significant damage to the Premises and provided such emergency is caused by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors, Landlord may make such emergency repairs subject to full reimbursement to Landlord by Tenant of costs associated with such emergency repairs excluding any overhead and/or profit.

11.12 Other Free Services Provided To Other Tenants.

In the event Landlord provides other commercially reasonable services to other tenants on Landlord's complex free of charge, Landlord shall provide the same services free of charge to Tenant.

Section 12.

Additional Responsibilities Of Tenant.

12.1 Plate Glass.

Tenant shall replace any broken or damaged plate glass of said Premises during Term of lease which is not caused by acts or negligence of Landlord.

12.2 Custodial Services.

Tenant shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping.

12.3 Tenant Signage.

Tenant reserves the right to install appropriate signage on the front exterior of the Premises provided that such signage complies with any applicable laws.

12.4 Surrender Of Premises At Termination.

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5 Rental Signs.

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6 Security Service.

Tenant shall pay for monthly alarm service, if necessary as determined by Tenant.

12.7 Illegal Activity.

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants, is illegal or increases the rate of insurance on the Premises.

12.8 Hazardous Materials.

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and Tenant shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances.

12.9 Smoke Detectors.

Tenant shall maintain smoke detectors on the Premises in accordance with applicable Law.

12.10 Repairs For Tenant Negligence, Vandalism Or Misuse.

Subject to approval as set forth herein, Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents or contractors. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Repair approval from any other City department(s) or other employee(s) of the Department of General Services shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services shall not be reimbursable to Landlord.

Section 13.

Landlord Disclosures And Affirmations.

13.1 Business Relationships.

Landlord acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that he 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. Landlord hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this lease agreement or the transactions contemplated hereby.

13.2 Patriot Act Certification.

Landlord represents and warrants that neither Landlord 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 Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, 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.

13.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Landlord' s contractors (i.e., any person or entity in direct contractual privity with Landlord 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 (Landlord 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 Landlord, (ii) while this agreement or any Other Contract is executory, (iii) during the Term of this agreement or any Other Contract between Landlord and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Landlord represents and warrants that from the date the City approached Landlord or the date Landlord 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.

Landlord agrees that it shall not: (a) coerce, compel or intimidate his employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse his 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.

Landlord 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.

Landlord 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 Landlord 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 source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Landlord 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.

13.7 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that they, and to the best of their knowledge, their 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 (the "Waste Sections"). During the period while this agreement is executory, Landlord, any general contractor's or any subcontractors' violation of the Waste Sections, whether or not relating to the performance of this agreement, constitutes a breach of and an event of default under this agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the agreement, at Law or in equity. This section does not limit Landlord, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect Landlord eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

Cosmopolitan Bank and Trust, as Trustee under Trust Agreement dated May 31, 1989 and known as Trust Number 13154

By: _____
Eugene Wierzgacz, as sole beneficiary of Trust Number 13154

By: _____
Rhonda Kodjayan, as sole beneficiary of Trust Number 13154

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Commissioner

Approved: The Chicago Public Library

By: _____
Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
President

Approved as to Form and Legality:

By: The Department of Law

By: _____
Deputy Corporation Counsel, Real Estate Division

COMMITTEE ON HUMAN RELATIONS.

APPOINTMENT OF MR. DANA V. STARKS AS MEMBER AND CHAIRPERSON OF COMMISSION ON HUMAN RELATIONS.

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a communication from the Mayor to appoint Dana V. Starks as a member and chairperson of the Commission on Human Relations for a term effective immediately and expiring July 1, 2008, to complete the unexpired term of Clarence N. Woods, begs leave to recommend that Your Honorable Body do *Approve* the appointment of Dana V. Starks as a member and chairperson of the Commission on Human Relations transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 4, 2008.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Dana V. Starks as a member and chairperson of the Commission on Human Relations was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 35.18 WHICH RESTRICTED ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF WEST ARMITAGE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2008.

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 January 9, 2008), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (35.18), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 30, 2008.

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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(35.18) On West Armitage Avenue, from North Sacramento Avenue to West Kedzie Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 30.29 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF NORTH PULASKI ROAD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an

ordinance introduced by Alderman Ariel Reboyras (which was referred on January 9, 2008), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (30.29), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 30, 2008.

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 Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods licenses shall be issued for any premises located with the following areas:

(Omitted text is unaffected by this ordinance.)

~~(30.29) On Pulaski Road, from North Milwaukee Avenue to West Eddy Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 32.14 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF WEST WABANSIA AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Scott Waguespack (which was referred on December 12, 2007), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (32.14), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 30, 2008.

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 Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(32.14) On Wabansia Avenue, from Ashland Avenue to Wolcott Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SUBSECTIONS 022(3.1) AND 023(3.1) TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF SOUTH PRINCETON AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Pat Dowell (which was referred on January 9, 2008), to amend Section 4-60-022 and Section 4-60-023 of the Municipal Code of Chicago by prohibiting the further issuance of licenses for the sale of alcoholic liquor in portions of the 3rd Ward, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 30, 2008.

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 Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Sections 2 and 3 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-022 (3.1), as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(3.1) On Princeton Avenue, from 47th Street to 51st Street.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-023 (3.1), as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(3.1) On Princeton Avenue, from 47th Street to 51st Street.

(Omitted text is unaffected by this ordinance.)

SECTION 4. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SUBSECTIONS TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS PUBLIC WAYS WITHIN FORTY-EIGHTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Mary Ann Smith (which was referred on January 9, 2008), to amend Section 4-60-022 and Section 4-60-023 of the Municipal Code of Chicago by prohibiting the further issuance of licenses for the sale of alcoholic liquor in portions of the 48th Ward, begs leave to recommend that Your Honorable Body *Pass* the amended ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 30, 2008.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Sections 2 though 7 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-022 (48.26) through 4-60-022 (48.30), as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(48.26) On the east side of Clark Street, from Ridge Avenue to Victoria Street.

(48.27) On Ridge Avenue, from Victoria Street to Hollywood Avenue.

(48.28) On the west side of Clark Street, from Foster Avenue to Carmen Avenue: and on the east side of Clark Street, from Foster Avenue to Winona Street and on the south side of Foster Avenue, from Clark Street to Ashland Avenue: and on the east side of Ashland Avenue, from Foster Avenue to Winona Street.

(48.29) On the north side of Lawrence Avenue, from Sheridan Road to Marine Drive thence on the east side of Marine Drive, from Lawrence Avenue to Gunnison Street.

(48.30) On the north side of Granville Avenue, from Sheridan Road to the Chicago Transit Authority (Howard Line) right-of-way.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (48.21), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 26, 2004 at page 24832, with the following underscored text:

4-60-022 (48.21) On Broadway, from Argyle Street to Lawrence Avenue.

SECTION 4. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the underscored language, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following area:

(Omitted text in unaffected by this ordinance.)

(~~40.2~~ 48.31) On the west side of Broadway, from ~~Glenlake Avenue~~ Rosemont Avenue to ~~Granville Avenue~~ Norwood Street; and on Glenlake Avenue, from ~~roadway~~ Broadway to Glenwood Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 5. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-023 (48.26) through 4-60-023 (48.28), as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(48.26) On the east side of Clark Street, from Ridge Avenue to Victoria Street.

(48.27) On Ridge Avenue, from Victoria Street to Hollywood Avenue.

(48.28) On the north side of Granville Avenue, from Sheridan Road to the Chicago Transit Authority (Howard Line) right-of-way; and on the east side of Ashland Avenue, from Foster Avenue to Winona Street.

(Omitted text is unaffected by this ordinance.)

SECTION 6. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the underscored language, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-060-021(c), no additional package goods license shall be issued for any premises located within the following area:

(Omitted text is unaffected by this ordinance.)

(~~40.2~~ 48.29) On the west side of Broadway, from ~~Glenlake Avenue~~ Rosemont Avenue to ~~Granville Avenue~~ Norwood Street; and on Glenlake Avenue, from roadway Broadway to Glenwood Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 7. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-02(c), no additional package goods license shall be issued for any premises located within the following area:

(Omitted text is unaffected by this ordinance.)

(48.6) On both sides of Lawrence Avenue, from the Chicago Transit Authority (Howard Line) right-of-way to Broadway; and on the north side of Lawrence Avenue, from Broadway to Magnolia Avenue; and on Broadway, from Lawrence Avenue to Leland Avenue; and on the north side of Leland Avenue, from Broadway to Racine Avenue; and on the east side of Racine Avenue, from Lawrence Avenue to Leland Avenue; and on the north side of Lawrence Avenue, from Marine Drive to Sheridan Road; and on the west side of Marine Drive, from Gunnison Street to Lawrence Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 8. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 156, SECTION 330 OF MUNICIPAL CODE OF CHICAGO BY EXEMPTION OF CHILDREN'S DEVELOPMENT CENTERS FROM CERTAIN LOCATION RESTRICTIONS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Brendan Reilly (which was referred on January 9, 2008), to amend Section 4-156-330 of the Municipal Code of Chicago regarding locations for "children's development centers", begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 30, 2008.

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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 4-156-330 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-156-330 Location Restrictions.

(a) No license shall be issued for any place within 200 feet of any church, hospital, or building used exclusively for educational purposes, unless the place to be licensed has been established as a public place of amusement before the establishment of the church, hospital or educational institution. Said distance shall be measured from the nearest point of the premises for which application for a license has been made and the nearest point of the church, hospital or educational institution. This prohibition shall not apply to; (1) a performing arts venue, as defined in Article IV of this chapter, or (2) a children's development center. For purposes of this section only, a "children's development center" means any entity with an occupancy of less than 200 people that provides, exclusively to children 12 years or younger accompanied by a parent or legal guardian, recreational, cognitive or educational activities. A "children's development center" shall not include:

(1) programs operated by private entities on the grounds of public or private elementary schools or secondary schools;

(2) programs operated by public or private schools or secondary level schools;

(3) programs operated by the State Board of Education or the Broad of Education of Chicago;

(4) programs operated by government agencies or conducted on government premises;

(5) programs operated by or conducted on the premises of colleges or universities;

(6) programs operated primarily for religious instruction;

(7) programs operated by hospitals or other health care facilities;

(8) any entity licensed as a retail food establishment; or

(9) any entity that has automatic amusement devices located in the establishment.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinances takes effect after its passage and publication.

AMENDMENT OF TITLE 4, CHAPTERS 60 AND 156 OF MUNICIPAL CODE OF CHICAGO TO ALLOW LIVE MUSIC PERFORMANCE OR PLAYING RECORDED MUSIC ON OUTDOOR PATIO AND WAIVER OF CERTAIN LOCATION RESTRICTIONS FOR CHICAGO HISTORY MUSEUM.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Vi Daley (which was referred on January 9, 2008) to amend the Municipal Code of Chicago allowing outdoor music at the Chicago History Museum, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 30, 2008.

Respectfully submitted,

(Signed) GENE SCHULTER,
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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Sections 4-60-140 and 4-156-330 of the Municipal Code of Chicago are hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

4-60-140 Prohibited Activities.

(Omitted text is unaffected by this ordinance.)

(g) At no time may any live or recorded music be played or performed at any outdoor location licensed as an outdoor patio. This prohibition shall not apply to an outdoor patio operated in conjunction with a consumption on the premises -- incidental activity license at the Field Museum of Natural History, the Shedd Aquarium, the Adler Planetarium, ~~or~~ the Art Institute of Chicago or the Chicago History Museum.

(Omitted text is unaffected by this ordinance.)

4-156-330 Location Restrictions.

(a) No license shall be issued for any place within 200 feet of any church, hospital, or building used exclusively for educational purposes, unless the place to be licensed has been established as a public place of amusement before the establishment of the church, hospital or educational institution. Said distance shall be measured from the nearest point of the premises for which application for a license has been made and the nearest point of the church, hospital or educational institution. This prohibition shall not apply to a performing arts venue, as defined in Article IV of this chapter, or to the Chicago History Museum.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT AND/OR LICENSE FEES IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration proposed orders introduced by Alderman Gene Schulter (which were referred on January 9, 2008), directed to the Department of Business Affairs and Licensing, the Department of Construction and Permits, the Department of Streets and Sanitation and the Department of Transportation to waive fees for various special events in the 47th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on January 30, 2008.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Food Vendor And Itinerant Merchant License Fees.

Lincoln Square Chamber Of Commerce Summer Concert Series.

Ordered, That the Director of the Department of Business Affairs and Licensing and the

Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees for all the participants in the Lincoln Square Chamber of Commerce Summer Concert Series to be held June 1 through September 8, 2008 at Giddings Plaza, North Lincoln Avenue and West Giddings Street. This event is sponsored by Lincoln Square Chamber of Commerce, 4732 North Lincoln Avenue.

This order shall take effect upon its passage and approval.

Queen Of Angels Harvest Jam.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees for all the participants in the Queen of Angels Harvest Jam to be held September 20, 2008 at 4520 North Western Avenue. This event is sponsored by Queen of Angels, 2330 West Sunnyside Avenue.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License, Canopy, Mechanical Ride And Raffle Permit Fees.

Neighborhood Boys Club Annual Carnival.

Ordered, That the Director of the Department of Business Affairs and Licensing, the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant License, Canopy fee, Raffle fee Mechanical Ride Permit fees for all the participants in the Neighborhood Boys Club Annual Carnival, to be held June 25 to June 30, 2008 at 2501 West Irving Park Road. This event is sponsored by Neighborhood Boys Club, 2501 West Irving Park Road.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License, Electrical And Street Closure Permit Fees.

Old Town School Of Folk Music Chicago Folk And Roots Festival.

Ordered, That the Director of the Department of Business Affairs and Licensing, the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Itinerant Merchant, Electrical, Street Closing and Food Vendor fees for all the participants in the Old Town School of Folk Music Chicago Folk and Roots Festival, to be held July 12 and 13, 2008 on the 4400 and 4500 block of North Lincoln Avenue and on West Sunnyside Avenue, from the first alley east of North Lincoln Avenue to North Oakley Boulevard. This event is sponsored by the Old Town School of Folk Music, 4544 North Lincoln Avenue.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License, Mechanical Ride And Tent Permit Fees.

Lane Tech Alumni Association Carnival.

Ordered, That the Director of the Department of Business Affairs and Licensing of the City of Chicago is hereby authorized and directed to waive the Food Vendor, Tent Permit, Mechanical Ride and Itinerant Merchant fees for all the participants in the Lane Tech Alumni Association Carnival, to be held June 19 -- 22, 2008. This event is sponsored by Lane Tech Alumni Association, 2501 West Addison Street.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License And Raffle Permit Fees.

Our Lady Of Lourdes Summerfest.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Raffle Permit fees for all the participants in Our Lady of Lourdes Summerfest, to be held July 19, 2008 at 4640 North Ashland Avenue. This event is sponsored by Our Lady of Lourdes, 4640 North Ashland Avenue.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant, Raffle License, Street Closure And Tent Permit Fees.

Rockwell Crossing Artwalk.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Itinerant Merchant, Food Vendor, Raffle fee, Street Closing and Tent Permit fees for all the participants in the Rockwell Crossing Artwalk, to be held Saturday, October 11, 2008 on North Rockwell Street, between West Eastwood Avenue and West Leland Avenue. This event is sponsored by Rockwell Crossing, 4827 North Washtenaw Avenue.

This order shall take effect upon its passage and approval.

Saint Matthias Church Friends Of The Grape.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Itinerant

Merchant, Food Vendor, Raffle fee, Street Closing and Tent Permit fees for all participants in the Saint Matthias Church Friends of the Grape, to be held October 5, 2008 on North Claremont Avenue from West Ainslie Street north to the church parking lots. This event is sponsored by Saint Matthias Church, 2310 West Ainslie Street.

This order shall take effect upon its passage and approval.

Saint Matthias Church Global Festival.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Itinerant Merchant, Food Vendor, Raffle fee, Street Closing and Tent Permit fees for all participants in the Saint Matthias Church Global Festival, to be held May 17, 2008 on North Claremont Avenue, from West Ainslie Street north to the church parking lots. This event is sponsored by Saint Matthias Church, 2310 West Ainslie Street.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License, Sidewalk Sale And Street Closure Permit Fees.

Lincoln Square Chamber Annual Sidewalk Sale And Arts And Crafts Faire.

Ordered, That the Director of the Department of Business Affairs and Licensing of the City of Chicago is hereby authorized and directed to waive the Sidewalk Sale, Itinerant Merchant, Food Vendor, Street Closing fees for all the participants in the Lincoln Square Chamber Annual Sidewalk Sale and Arts and Crafts Faire, to be held June 18 -- 20, 2008 on North Lincoln and North Western Avenues, from West Lawrence Avenue to West Sunnyside Avenue. This event is sponsored by Lincoln Square Chamber, 4732 North Lincoln Avenue.

This order shall take effect upon its passage and approval.

Northcenter Chamber Of Commerce Sidewalk Sale.

Ordered, That the Director of the Department of Business Affairs and Licensing of the City of Chicago is hereby authorized and directed to waive the Sidewalk Sale, Itinerant Merchant, Food Vendor and Street Closing fees for all the participants in the Northcenter Chamber of Commerce Sidewalk Sale, to be held July 19, 2008 at West Irving Park Road and North Lincoln and North Damen Avenues. This event is sponsored by the Northcenter Chamber of Commerce, 2057 West Irving Park Road.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License And Street Closure Fees.

Lincoln Square Chamber Apple Fest.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing fees for all the participants in the Lincoln Square Chamber Apple Fest, to be held Saturday, September 13, 2008 on Giddings Plaza at North Lincoln Avenue at West Giddings Street. This event is sponsored by Lincoln Square Chamber, 4732 North Lincoln Avenue.

This order shall take effect upon its passage and approval.

Lincoln Square Chamber Rockin On Rockwell.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing fees for all the participants in the Lincoln Square Chamber Rockin on Rockwell, to be held Friday, September 12, 2008 on the 4600 block of North Rockwell Street. This event is sponsored by Lincoln Square Chamber, 4732 North Lincoln Avenue.

This order shall take effect upon its passage and approval.

Northcenter Chamber Of Commerce Children's Easter Egg Hunt.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing fees for all the participants in the North Center Chamber of Commerce Children's Easter Egg Hunt, to be held Saturday, March 22, 2008 on West Belle Plaine Avenue, from North Damen Avenue to North Lincoln Avenue. This event is sponsored by Northcenter Chamber of Commerce, 2057 West Irving Park Road.

This order shall take effect upon its passage and approval.

Northcenter Chamber Children's Halloween Event.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing fees for all the participants in the Northcenter Chamber Children's Halloween Event, to be held October 25, 2008 on West Belle Plaine Avenue, from North Damen Avenue to North Lincoln Avenue. This event is sponsored by Northcenter Chamber, 2057 West Irving Park Road.

This order shall take effect upon its passage and approval.

Rheinischer Verein, Saint Hubertus Club May Fest Chicago 2008.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and

Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing fees for all the participants in the Rheinischer Verein, Saint Hubertus Club May Fest Chicago 2008, to be held May 28 to June 1, 2008 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 (2) adjacent city parking lots. This event is sponsored by Rheinischer Verein, Saint Hubertus Club.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License And Street Closure And Tent Permit Fees.

Festival Foundation Not-For-Profit Northcenter Summerfest.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant, Tent Permit and Street Closing fees for all the participants in the Festival Foundation Not-For-Profit Northcenter Summerfest, to be held August 15 -- 17, 2008 at 2000 -- 2050 West Belle Plaine Avenue. This event is sponsored by Festival Foundation Not-For-Profit, 1609 West Belmont Avenue.

This order shall take effect upon its passage and approval.

German American Societies Of Greater Chicago German American Festival.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant, Tent Permit and Street Closing fees for all the participants in the German American Societies of Greater Chicago German American Festival, to be held September 4 -- 7, 2008 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 (2) adjacent city parking lots. This event is sponsored by German American Societies of Greater Chicago.

This order shall take effect upon its passage and approval.

Lincoln Square Chamber Holiday Festival.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant, Tent Permit and Street Closing fees for all the participants in the Lincoln Square Chamber Holiday Festival, to be held December 5 -- 7, 2008 on Giddings Plaza at North Lincoln Avenue at West Giddings Street. This event is sponsored by Lincoln Square Chamber, 4732 North Lincoln Avenue.

This order shall take effect upon its passage and approval.

Northcenter Chamber Of Commerce Rib Fest.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant, Tent Permit and Street Closing fees for all the participants in the Northcenter Chamber of Commerce Rib Fest, to be held June 6 -- 8, 2008 on North Lincoln Avenue, from West Irving Park Road and West Berteau Avenue. This event is sponsored by Northcenter Chamber of Commerce, 2057 West Irving Park Road.

This order shall take effect upon its passage and approval.

Northcenter Chamber Wine Fest.
(September 21 -- 23, 2007)

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby

authorized and directed to waive the Food Vendor, Itinerant Merchant, Tent Permit and Street Closing fees for all the participants in the Northcenter Chamber Wine Fest, to he held September 21 -- 23, 2007 in the parking lot at 3840 -- 3846 North Lincoln Avenue at West Berenice Avenue. This event is sponsored by Northcenter Chamber, 2057 West Irving Park Road.

This order shall take effect upon its passage and approval.

Northcenter Chamber Wine Fest 2008.
(September 19 -- 21, 2008)

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant, Tent Permit and Street Closing fees for all the participants in the Northcenter Chamber Wine Fest 2008, to be held September 19 -- 21, 2008 in the parking lot at 3840 -- 3846 North Lincoln Avenue, at West Berenice Avenue. This event is sponsored by Northcenter Chamber, 2057 West Irving Park Road.

This order shall take effect upon its passage and approval.

Ravenswood Chamber, Chase Park Advisory Council And Community Building Tutors The Raven 2008.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Tent Permit, Street Closing and Itinerant Merchant fees for all the participants in the Ravenswood Chamber, Chase Park Advisory Council and Community Building Tutors the Raven 2008 to be held July 26 and 27, 2008 at 4700 North Clark Street. This event is sponsored by Ravenswood Chamber, Chase Park Advisory Council and Community Building Tutors, 4701 North Ashland Avenue.

This order shall take effect upon its passage and approval.

Saint Benedict Church Ben Fest.

Ordered, That the Director of the Department of Business Affairs and Licensing of the City of Chicago is hereby authorized and directed to waive the Food Vendor, Tent Permit, Street Closing and Itinerant Merchant fees for all the participants in the Saint Benedict Church Ben Fest to be held July 11 and 12, 2008 at Saint Benedict Church. This event is sponsored by Saint Benedict Church, 2215 West Irving Park Road.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License And Tent Permit Fees.

Advocate/IMMC Family Practice Center Ravenswood Community Health Fair.

Ordered, That the Director of the Department of Business Affairs and Licensing of the City of Chicago is hereby authorized and directed to waive the Food Vendor, Tent Permit and Itinerant Merchant fees for all the participants in the Advocate/IMMC Family Practice Center Ravenswood Community Health Fair, to be held Saturday, August 9, 2008. This event is sponsored by Advocate/IMMC Family Practice Center, 4600 North Ravenswood Avenue.

This order shall take effect upon its passage and approval.

Ravenswood Community Day Care Care Fair.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Tent Permit and Itinerant Merchant fees for all the participants in the Ravenswood Community Day Care Care Fair, to be held June 7, 2008 at 4908 North Damen Avenue. This event is sponsored by Ravenswood Community Day Care, 4908 North Damen Avenue.

This order shall take effect upon its passage and approval.

Saint Benedict Church Oktoberfest Celebration.

Ordered, That the Director of the Department of Business Affairs and Licensing of the City of Chicago is hereby authorized and directed to waive the Food Vendor, Tent Permit and Itinerant Merchant fees for all the participants in the Saint Benedict Church Oktoberfest Celebration, to be held October 4 and 5, 2008 at Saint Benedict Church. This event is sponsored by Saint Bendict Church, 2215 West Irving Park Road.

This order shall take effect upon its passage and approval.

Itinerant Merchant License Fees.

Cornelia Arts Building 21st Annual Holiday Show And Sale.

Ordered, That the Director of the Department of Business Affairs and Licensing of the City of Chicago is hereby authorized and directed to waive the Itinerant Merchant fees for all the participants in the Cornelia Arts Building 21st Annual Holiday Show and Sale, to be held December 5 -- 7, 2008. This event is sponsored by Cornelia Arts Building, 1800 West Cornelia Avenue, Number 206B.

This order shall take effect upon its passage and approval.

Street Closure Permit Fees.

All Saints' Episcopal Church Ravenswood Run.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby

authorized and directed to waive the Street Closing fees for all the participants in the All Saints' Episcopal Church Ravenswood Run, to be held Sunday, April 27, 2008. This event is sponsored by All Saints' Episcopal Church, 4550 North Hermitage Avenue.

This order shall take effect upon its passage and approval.

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 8, CHAPTER 16, SECTION 020 OF MUNICIPAL CODE OF CHICAGO BY MODIFICATION OF CURFEW HOURS FOR MINORS.

The Committee on Police and Fire submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on January 28, 2008 at 10:00 A.M. in Room 201-A, and having had under consideration an ordinance introduced by the Honorable Mayor Richard M. Daley amending Section 8-16-020 of the Municipal Code regarding curfew hours for minors, begs leave to report that Your Honorable Body *Pass* this matter that is transmitted herewith.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 8-16-020 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

8-16-020 Curfew Hours For Minors.

(a) Definitions. Whenever used in this section,

(1) "Curfew hours" means:

(A) ~~10:30~~ 10:00 P.M. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 A.M. of the following day; and

(B) ~~11:30~~ 11:00 P.M. on any Friday or Saturday and until 6:00 A.M. of the following day.

(2) "Emergency" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF MUNICIPAL CODE OF CHICAGO TO ALLOW PARKING OF PICKUP TRUCKS AND/OR VANS ON RESIDENTIAL STREETS WITHIN FORTY-FOURTH WARD.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 12, 2007) a proposed ordinance to amend Title 9, Chapter 64, Section 170 of the Municipal Code of the City of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

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

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-64-170 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

(Omitted text is unaffected by this ordinance.)

9-64-170 Parking Restrictions -- Special Types Of Vehicles.

(a) It shall be unlawful to park any truck, tractor, semi-trailer, trailer, recreational vehicle more than 22 feet in length, self contained motor home, bus, taxicab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code; provided, however that in the 1st, 9th, 10th, 12th, 13th, 14th, 15th, 16th, 18th, 19th, 21st, 22nd, 23rd, 24th, 25th, 26th, 28th, 29th, 30th, 32nd, 33rd, 35th, 37th, 40th, 42nd, 43rd, <u>44th,</u> 46th, 49th and 50th wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked at the curb adjacent to the owners place of residence and the vehicle bears a valid and current city vehicle tax sticker and a special parking permit issued in accordance with this subsection. In the 15th and 46th wards this prohibition also shall not apply to the owner of a taxicab who has no outstanding parking violations, when such vehicle is not in service, when the vehicle is parked at the curb adjacent to the owner's place of residence and when the vehicle bears a valid and current city vehicle tax sticker and a special permit issued in accordance with this subsection. The owner shall apply for a permit for such parking from the alderman of the ward in which he or she resides. The alderman shall evaluate the vehicle for compliance with relevant provisions of the municipal code and shall issue a special parking permit if the vehicle is believed to be compliant.

A permit issued under this subsection shall be valid until the thirtieth of June following the date of issuance. The permit shall be affixed without the use of supplemental adhesives to the inside of the windshield of the vehicle, directly above the city vehicle tax sticker. If a residential parking zone restriction is in effect at the owners place of residence, a residential parking permit shall also be required in accordance with Section 9-64-090. A violator of this subsection shall be subject to a fine of $25.00.

SECTION 2. Following due passage and approval of this ordinance, this ordinance shall be effective May 15, 2008.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 14, April 11, May 9 and 23, June 13, July 19, September 5 and 27, October 31 and December 12, 2007) 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) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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
1	North Clybourn Avenue (west side) from a point 20 feet north of West Barry Avenue, to a point 40 feet north thereof -- loading zone -- 6:00 AM. to 12:00 Midnight -- tow-away zone (07-00847720);
10	South Avenue L (west side) from a point 100 feet south of East 100th Street, to a point 45 feet south thereof -- loading zone/tow-away zone -- at all times (07-01777267);
27	West Grand Avenue (south side) from a point 20 feet east of North May Street, to a point 30 feet east thereof -- loading zone -- 9:00 A.M. to 12:00 A.M. -- tow-away zone (07-01418691);
31	North Laramie Avenue (east side) from a point 105 feet north of West Montana Street, to a point 50 feet north thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (07-00879920);
32	West Armitage Avenue (north side) from a point 135 feet east of North Hoyne Avenue, to a point 36 feet east thereof -- loading zone/tow-away zone (07-02389477);

Ward	Location
33	West Irving Park Road (south side) from a point 110 feet east of North Central Park Avenue, to a point 23 feet east thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday and 7:00 A.M. to 4:00 P.M. -- Saturday and Sunday (07-01835337);
36	North Newcastle Avenue (east side) from a point 90 feet south of West Addison Street, to a point 25 feet south thereof -- loading zone -- 12:00 P.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (07-01776832);
42	North Clinton Street (east side) from a point 30 feet north of West Lake Street, to a point 99 feet north thereof -- loading zone -- 10:00 A.M. to 1:00 A.M. -- tow-away zone (07-00529354);
42	East Grand Avenue (north side) from a point 263 feet west of North McClurg Court, to a point 80 feet west thereof -- loading zone/tow-away zone (07-02214930);
42	North Dearborn Street (east side) from a point 30 feet south of West Kinzie Street, to a point 69 feet south thereof -- loading zone tow-away zone (07-02215264);
49	North Clark Street (west side) from a point 180 feet south of West Morse Avenue, to a point 25 feet south thereof -- loading zone -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone (07-01776524);
50	2423 West Devon Avenue, standard size -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (Meter Number 422156 will need to be removed);

Ward	Location
50	2226 West Devon Avenue (15 feet) 12:00 P.M. to 12:00 A.M. -- Monday through Sunday (Meter Number 4633 will need to be removed).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed October 20, 2000 *(Journal of the Proceedings of the City Council of the City of Chicago,* page 39802) which reads:

"North Sacramento Avenue (west side) from a point 30 feet south of West Diversey Avenue, to a point 75 feet south thereof -- loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone"

by striking the above (35th Ward) (07-02302196).

SECTION 2. Amend ordinance passed October 30, 1989, which reads:

"North Halsted Street (west side) from a point 150 feet north of West Willow Street, to a point 23 feet north thereof -- loading zone -- 6:00 P.M. to 12:00 Midnight -- tow-away zone"

by striking:

"6:00 P.M."

and inserting:

"4:00 P.M." (43rd Ward) (07-00969211).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTION OF WEST GEORGE STREET.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 27, 2007) a proposed ordinance to establish traffic movement on portion of West George Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 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
31 and 30	West George Street, from North Austin Avenue to the first alley west of North Central Avenue -- easterly (07-02045036).

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, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 11, September 27, October 31, November 7 and 13, December 12, 2007 and January 9 and 30, 2008) 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) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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
5	5465 South Ellis Avenue -- Disabled Parking Permit 48640;
5	7149 South Euclid Avenue -- Disabled Parking Permit 48647;
5	7402 South Kenwood Avenue -- Disabled Parking Permit 53996;
5	6811 South Paxton Avenue -- Disabled Parking Permit 52391;
5	6824 South Paxton Avenue -- Disabled Parking Permit 53995;
6	8106 South Eberhart Avenue -- Disabled Parking Permit 56038;

Ward	Location
6	6723 South Langley Avenue -- Disabled Parking Permit 50595;
7	7921 South Luella Avenue -- Disabled Parking Permit 56266;
7	7746 South Phillips Avenue -- Disabled Parking Permit 50921;
7	9814 South Van Vlissingen Road -- Disabled Parking Permit 54927;
8	7732 South Bennett Avenue -- Disabled Parking Permit 60127;
8	8339 South Dante Avenue -- Disabled Parking Permit 55517;
8	7758 South Chappel Avenue -- Disabled Parking Permit 60137;
8	8462 South Euclid Avenue -- Disabled Parking Permit 60131;
8	8025 South Paxton Avenue -- Disabled Parking Permit 55302;
8	7931 South Chappel Avenue -- Disabled Parking Permit 60130;
11	3810 South Wolcott Avenue -- Disabled Parking Permit 58056;
12	4126 South Montgomery Avenue -- Disabled Parking Permit 52463;
12	2519 South Whipple Street -- Disabled Parking Permit 60463;
12	4318 South Rockwell Street -- Disabled Parking Permit 52464;

Ward	Location
13	6935 South Komensky Avenue -- Disabled Parking Permit 60165;
13	6121 South Keating Avenue -- Disabled Parking Permit 60169;
14	4600 South Keeler Avenue (install signs at 4602) -- Disabled Parking Permit 58585;
14	5127 South Maplewood Avenue -- Disabled Parking Permit 54378;
16	5844 South Maplewood Avenue -- Disabled Parking Permit 53333;
17	7521 South Aberdeen Street -- Disabled Parking Permit 54692;
17	7353 South Winchester Avenue -- Disabled Parking Permit 52347;
18	3416 West 73rd Street -- Disabled Parking Permit 47514;
18	3533 West 73rd Place -- Disabled Parking Permit 57834;
18	7247 South Albany Avenue -- Disabled Parking Permit 57837;
18	8045 South Artesian Avenue -- Disabled Parking Permit 57835;
20	821 West 53rd Street -- Disabled Parking Permit 53965;
22	2659 South Karlov Avenue -- Disabled Parking Permit 60456;
22	2744 South Springfield Avenue -- Disabled Parking Permit 60453;

Ward	Location
22	2823 South Springfield Avenue -- Disabled Parking Permit 60457;
24	1918 South Albany Avenue -- Disabled Parking Permit 49300;
24	3139 West Arthington Street -- Disabled Parking Permit 53527;
24	4734 West Congress Parkway -- Disabled Parking Permit 52290;
24	4045 West Fifth Avenue -- Disabled Parking Permit 53524;
24	4418 West Gladys Avenue -- Disabled Parking Permit 52842;
24	4937 West Gladys Avenue -- Disabled Parking Permit 53531;
24	3425 West Grenshaw Street -- Disabled Parking Permit 52839;
24	3701 West Grenshaw Street -- Disabled Parking Permit 54691;
24	1239 Street Harding Avenue -- Disabled Parking Permit 53542;
24	1241 Street Komensky Avenue -- Disabled Parking Permit 53537;
24	1246 South Spaulding Avenue -- Disabled Parking Permit 52852;
25	1431 South Halsted Street (install signs on 14th Street) -- Disabled Parking Permit 11740;
25	2341 West 25th Street -- Disabled Parking Permit 18346;

Ward	Location
26	3215 West Crystal Street -- Disabled Parking Permit 54499;
29	1218 North Parkside Avenue -- Disabled Parking Permit 55317;
31	2342 North Kilpatrick Avenue -- Disabled Parking Permit 63374;
31	2249 North Kilbourn Avenue -- Disabled Parking Permit 57858;
31	3024 North Lowell Street -- Disabled Parking Permit 60797;
33	4415 North Christiana Avenue -- Disabled Parking Permit 55114;
35	2447 North Mozart Street -- Disabled Parking Permit 57881;
35	2738 North California Avenue -- Disabled Parking Permit 51383;
36	2947 North Natchez Avenue -- Disabled Parking Permit 51927;
36	1825 North Newcastle Avenue -- Disabled Parking Permit 59907;
36	3713 North Newland Avenue -- Disabled Parking Permit 59906;
37	1754 North Leclaire Avenue -- Disabled Parking Permit 53990;
37	5340 West Le Moyne Street -- Disabled Parking Permit 58128;
37	4320 West Haddon Avenue -- Disabled Parking Permit 55313;

Ward	Location
37	1151 North Lockwood Avenue -- Disabled Parking Permit 60216;
37	748 North Long Avenue -- Disabled Parking Permit 54574;
38	4567 North Moody Avenue -- Disabled Parking Permit 58701;
38	4835 West Cornelia Avenue -- Disabled Parking Permit 52270;
42	North Clinton Street (east side) from a point 129 feet north of West Lake Street, to a point 40 feet north thereof -- reserved 2 percent disabled -- tow-away zone (fine $150.00) (07-00746637);
45	5647 West Catalpa Avenue -- Disabled Parking Permit 58120;
45	4922 West Cuyler Avenue -- Disabled Parking Permit 63777;
45	6215 North Moody Avenue -- Disabled Parking Permit 58118;
47	4853 North Oakley Avenue -- Disabled Parking Permit 56080;
48	5823 North Magnolia Avenue -- Disabled Parking Permit 58736;
48	5423 North Kenmore Avenue -- Disabled Parking Permit 55140;
48	5435-A North Winthrop Avenue -- Disabled Parking Permit 55525;
50	6435 North Mozart Street -- Disabled Parking Permit 58541.

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 36823 for 1123½ East Hyde Park Boulevard (signs posted on South University Avenue) (4th Ward).

SECTION 2. Removal of Disabled Parking Permit 41787 for 7005 South Crandon Avenue (5th Ward).

SECTION 3. Removal of Disabled Parking Permit 34576 for 7123 South Ingleside Avenue (5th Ward).

SECTION 4. Removal of Disabled Permit Parking 34654 for 6959 South Michigan Avenue (6th Ward).

SECTION 5 Removal of Disabled Parking Permit 12069 for 8642 South Euclid Avenue (8th Ward).

SECTION 6. Removal of Disabled Parking Permit 12255 for 1727 East 86th Street (8th Ward).

SECTION 7. Removal of Disabled Parking Permit 11769 for 9041 South Brandon Avenue (10th Ward).

SECTION 8. Removal of Disabled Parking Permit 54729 for 4417 South Marshfield Avenue (12th Ward).

SECTION 9. Removal of Disabled Parking Permit 12396 for 2513 South Sawyer Avenue (12th Ward).

SECTION 10. Removal of Disabled Parking Permit 46070 for 3851 West 59th Place (13th Ward).

SECTION 11. Removal of Disabled Parking Permit 42855 for 4500 West 66th Place (13th Ward).

SECTION 12. Removal of Disabled Parking Permit 8598 for 4624 South Komensky Avenue (14th Ward).

SECTION 13. Removal of Disabled Parking Permit 12917 for 3432 West 64th Place (15th Ward).

SECTION 14. Removal of Disabled Parking Permit 31015 for 2031 West 68th Place (17th Ward).

SECTION 15. Removal of Disabled Parking Permit 15837 for 7519 South Morgan Avenue (17th Ward).

SECTION 16. Removal of Disabled Parking Permit 45228 for 9434 South Elizabeth Avenue (21st Ward).

SECTION 17. Removal of Disabled Parking Permit 49904 for 8015 South Wood Street (21st Ward).

SECTION 18. Removal of Disabled Parking Permit 37282 for 8227 South Wentworth Avenue (21st Ward).

SECTION 19. Removal of Disabled Parking Permit 26888 for 1101 North Washtenaw Avenue (26th Ward).

SECTION 20. Removal of Disabled Parking Permit 44996 for 3319 West Belden Avenue Number B (26th Ward).

SECTION 21. Removal of Disabled Parking Permit 33063 for 2250 -- 2252 North Spaulding Avenue (26th Ward).

SECTION 22. Removal of Disabled Parking Permit 20602 for 4908 West Washington Boulevard (28th Ward).

SECTION 23. Removal of Disabled Parking Permit 10211 for 4906 West Washington Boulevard (28th Ward).

SECTION 24. Removal of Disabled Parking Permit 29621 for 324 North Lotus Avenue (28th Ward).

SECTION 25. Removal of Disabled Parking Permit 50484 for 5444 West Quincy Street (29th Ward).

SECTION 26. Removal of Disabled Parking Permit 39646 for 125 North Mayfield Avenue (29th Ward).

SECTION 27. Removal of Disabled Parking Permit 48253 for 2162 North Melvina Avenue (29th Ward).

SECTION 28. Removal of Disabled Parking Permit 47685 for 2843 North McVicker Avenue (29th Ward).

SECTION 29. Removal of Disabled Parking Permit 21813 for 3111 North Kilpatrick Avenue (31st Ward).

SECTION 30. Removal of Disabled Parking Permit 37840 for 2016 West Webster Avenue (32nd Ward).

SECTION 31. Removal of Disabled Parking Permit 34471 for 816 North Leavitt Street (32nd Ward).

SECTION 32. Removal of Disabled Parking Permit 33304 for 1318 West 112th Place (34th Ward).

SECTION 33. Removal of Disabled Parking Permit 50150 for 11244 South Eggleston Avenue (34th Ward).

SECTION 34. Removal of Disabled Parking Permit 5703 for 5823 North Central Park Avenue (39th Ward).

SECTION 35. Removal of Disabled Parking Permit 18684 for 1324 North Dearborn Street (42nd Ward).

SECTION 36. Removal of Disabled Parking Permit 13890 for 5446 North Lieb Avenue (45th Ward).

SECTION 37. Removal of Disabled Parking Permit 33884 for 6015 West Argyle Street (45th Ward).

SECTION 38. Removal of Disabled Parking Permit 42223 for 5615 North Moody Street (45th Ward).

SECTION 39. Removal of Disabled Parking Permit 11602 for 2540 West Argyle Street (47th Ward).

SECTION 40. Removal of Disabled Parking Permit 20237 for 1737 West Winona Street (47th Ward).

SECTION 41. Removal of Disabled Parking Permit 1417 for 5406 North Wayne Avenue (48th Ward).

SECTION 42. Removal of Disabled Parking Permit 3641 for 1522 West Norwood Street (48th Ward).

SECTION 43. Removal of Disabled Parking Permit 56352 for 1453 West Edgewater Avenue (48th Ward).

SECTION 44. Removal of Disabled Parking Permit 21446 for 1633 West Lunt Avenue (49th Ward).

SECTION 45. Removal of Disabled Parking Permit 290 for 6629 North Artesian Avenue (50th Ward).

SECTION 46. Removal of Disabled Parking Permit 18245 for 6725 North California Avenue (50th Ward).

SECTION 47. Removal of Disabled Parking Permit 51751 for 6615 North Washtenaw Avenue (50th Ward).

SECTION 48. Removal of Disabled Parking Permit 52186 for 6164 North Talman Avenue (50th Ward).

SECTION 49. Removal of Disabled Parking Permit 60157 for 6215 North Troy Street (50th Ward).

SECTION 50. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Parking Prohibition During Specified Hours.

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

SECTION 1. Repeal ordinance passed March 23, 1994 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 47219) which reads:

"North Ashland Avenue (east side) from a point 20 feet north of West Leland Avenue, to a point 235 feet north thereof -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday" (47th Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Limitation During Specified Hours.

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

SECTION 1. Repeal ordinance passed March 6, 1963 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 9058) which reads:

"West Parker Avenue (both sides) from North Kilpatrick Avenue to the first alley east of North Cicero Avenue -- 1 hour -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday"

by striking the above (31st Ward) (07-02157842).

SECTION 2. Repeal ordinance passed January 23, 1964 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 2213) which reads:

"West Parker Avenue (south side) from a point 20 feet east of North Kilpatrick Avenue, to a point 231 feet east thereof -- 1 hour -- 9:00 A.M. to 5:00 P.M."

by striking the above (31st Ward) (07-02157796).

SECTION 3. Repeal ordinance which reads:

"West Parker Avenue (both sides) from the first alley west of North Cicero Avenue to North Lamon Avenue -- 2 hours -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday"

by striking the above (31st Ward) (07-02157880).

SECTION 4. Amend ordinance passed September 1, 1999 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 10535) which reads:

"North Kilpatrick Avenue (west side) from West Pensacola Avenue to West Hutchinson Street"

by striking:

"West Pensacola Avenue to West Hutchinson Street"

and inserting:

"from a point 178 feet south of West Pensacola Avenue to the first alley north of West Hutchinson Street -- 2 hour parking -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday" (45th Ward) (07-02303763).

SECTION 5. 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
12	3800 block of South Artesian Avenue, between South Archer Avenue and West Pershing Road -- at all times (Zone 1410);
23	4900 block of West 51st Street, between South Laporte Avenue and South Lamon Avenue -- at all times (Zone 4);
27	1200 block of North Avers Avenue, between West Division Street and West Grand Avenue -- 7:00 A.M. to 7:00 P.M. (Zone 1416);
31	4300 block of West Cortland Street (both sides) from North Lowell Avenue to North Kostner Avenue (4400) -- at all times (Zone 1417).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Extension to Zone 168 related to the 2000 block of West Superior Street, between North Hoyne Avenue and North Damen Avenue -- 6:00 P.M. to 6:00 A.M. -- all days (1st Ward).

SECTION 2. Amend ordinance passed September 14, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 55662) for Zone 502

by striking:

"9:00 A.M. to 5:00 P.M."

and inserting:

"at all times for South Massasoit Avenue, between West 55th Street and the first alley" (23rd Ward).

SECTION 3. Amend the ordinance passed on April 16, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 20778) which reads:

"North Kilbourn Avenue (east side) from West Belden Avenue to the first alley south of West Fullerton Avenue -- at all times -- all days (extension to Zone 123)"

by striking:

"extension to Zone 123"

and inserting:

"extension to Zone 393" (31st Ward).

SECTION 4. Amend ordinance passed on September 5, 2007 *(Journal of the Proceedings of the City Council of the City of Chicago,* page 6947) which reads:

"West George Street in the 6400, 6500 and 6600 blocks (both sides) -- at all times -- all days (Zone 255)"

by striking:

"Zone 255 from the 6400 block (south side)"

and inserting:

"Zone 1119 (south side) 6400 block from the first alley west of North Nagle Avenue to North Natchez Avenue" (36th Ward).

SECTION 5. 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, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 11, May 9, June 13, July 19, October 31, 2007 and January 30, 2008) 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) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman Carothers 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 Lanes 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
2	South Prairie Avenue (west side) from a point 60 feet south of East 16th Street, to a point 40 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing (07-02286487);
27	West Fulton Street (north side) from a point 30 feet east of North California Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 7:00 P.M. (07-00160269);
27	West Randolph Street (service drive) south (south side) from a point 110 feet east of North Halsted Street, to a point 40 feet east thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 6:00 A.M. to 11:00 P.M. (07-01418338);
31	West Palmer Street (north side) from North Kenton Avenue to a point 350 feet east thereof -- tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (07-00879877);
31	4128 West Belmont Avenue -- 7:00 A.M. to 4:30 P.M. -- Monday through Saturday;

Ward	Location
32	North Milwaukee Avenue (east side) from a point 165 feet north of West North Avenue, to a point 20 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 7:00 P.M. (07-01834416);
39	West Ainslie Street (north side) from a point 20 feet east of North Bernard Street to the first alley east thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 5:00 P.M. to 7:30 P.M. -- Monday through Friday (07-01835821);
40	North Wolcott Avenue (west side) from a point 630 feet north of West Balmoral Avenue, to a point 250 feet north thereof (public benefit);
45	West Windsor Avenue (north side) from a point 100 feet west of North Milwaukee Avenue, to a point 60 feet west thereof -- tow-away zone (07-02303656);
46	West Wilson Avenue (south side) from a point 250 feet west of North Clarendon Avenue, to a point 50 feet west thereof -- tow-away zone -- 6:30 P.M. to 8:30 P.M. -- Monday, Wednesday and Friday (07-02303936);
50	2247 West Devon Avenue -- 10:00 A.M. to 10:00 P.M. -- Monday through Saturday -- tow-away zone/15 minute standing zone -- unattended vehicles must have flashing lights (meters numbered 751 and 5123 will need to be removed).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Amend the ordinance passed on January 9, 2008, which repealed a loading zone and established a 30 minute standing zone related to North Ashland Avenue by further amending as follows:

"30 minute standing zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday on North Ashland Avenue (east side) from a point 50 feet north of West Olive Avenue, to a point 20 feet north thereof"

by striking:

"50 feet and 20 feet"

and inserting:

"45 feet and 22 feet" (40th Ward).

SECTION 2. Repeal the ordinance passed on January 9, 2008, that reads as follows:

"amend the ordinance heretofore passed which caused the establishment of no parking tow-away zone on North Wolcott Avenue (west side) from West Balmoral Avenue, to a point approximately 250 feet north thereof (public benefit)"

by striking:

"to a point 250 feet north thereof (public benefit)"

and inserting:

"to a point approximately 290 feet north thereof (public benefit)" (40th Ward).

SECTION 3. 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, February 6, 2008.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 19, September 5 and 27, October 31 and November 7, 2007) a proposed ordinance and orders to erect traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

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

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinance and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following are said ordinance and order as passed (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Location And Type Of Sign
6	"Stop" sign, stopping East 90th Place for South Calumet Avenue (07-02101082);
13	"All-Way Stop" sign, at South Major Avenue and West 64th Street (07-02138964);
13	"All-Way Stop" sign, at South Kolin Avenue and West 61st Street (07-02286945);
21	"All-Way Stop" sign, at South May Street and West 81st Street (07-02139521);
27	"All-Way Stop" sign, at North Franklin Street and West Chestnut Street (07-02098581);
41	"All-Way Stop" sign, at North Odell Avenue and West Chase Avenue (07-01836099);
47	"All-Way Stop" sign, at North Ravenswood Avenue (east leg) and West Carmen Avenue (07-02215509);
50	"All-Way Stop" sign, at North Washtenaw Avenue and West Albion Avenue (07-02346108).

Erection Of Miscellaneous Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "miscellaneous signs" at the below listed location:

Ward	Location
50	That the Police Department allow taxis to park in R4 districts in the 50th Ward during the hours of 3:00 A.M. to 6:00 A.M.

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 O'Connor 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, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Alderman Carothers 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, February 6, 2008.

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 (January 11, February 7, March 14, April 11, May 9 and 23, June 13, July 19 and September 5, 2007) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
2	1437 through 1439 South Prairie Avenue. Driveway. No City Council action necessary for driveway parking prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (07-02286182).

Parking Prohibited At All Times -- Disabled:

Ward	Location
8	At 8343 South Oglesby Avenue -- Disabled Parking Permit 60133. Alternative accessible parking;
8	At 1043 East 90th Street -- Disabled Parking Permit 54621. Alternative accessible parking;
11	At 3016 South Union Avenue -- Disabled Parking Permit 63748. Applicant is deceased;
12	At 4126 South Montgomery Avenue -- Disabled Parking Permit 52463. Duplicate. Installation of signs will pass on proposal of September 27, 2007;
18	At 3819 West 81st Place -- Disabled Parking Permit 57840. Alternative accessible parking;
18	At 3405 West 74th Street -- Disabled Parking Permit 57838. Alternative accessible parking;
21	At 8742 South Racine Avenue -- Disabled Parking Permit 54472. Arterial or main street;
36	At 3536 North Narragansett Avenue -- Disabled Parking Permit 59908. Alternative accessible parking;

Ward	Location
36	At 3644 North New England Avenue -- Disabled Parking Permit 56200. Exceeds amount allowed.

Parking Limited:

Ward	Location
34	South Wentworth Avenue (west side) from West 110th Place to West 111th Street -- 2 hour limit -- 6:00 P.M. to 6:00 A.M. Request withdrawn (07-01835417).

Loading Zones:

Ward	Location
2	1313 -- 1325 South Wabash Avenue (87 feet) 6:00 A.M. to 2:00 A.M. -- Monday through Friday and 6:00 A.M. to 4:00 P.M. -- Saturday and Sunday. Previously recommended on October 31, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 11577) -- signs will be installed (07-02097542);
42	25 East Superior Street -- at all times -- all days. Request withdrawn by requestor (07-02215249).

Miscellaneous Sign:

Ward	Location
2	"Corner Clearance" signs, at or around 1431 and 1441 South Prairie Avenue. No City Council action necessary for driveway parking prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (07-02286145).

Residential Permit Parking Zone:

Ward	Location
8	9300 block of South Euclid Avenue (both sides) at all times -- all days. Duplicate. Passed on January 9, 2008.

Tow-Away Zones:

Ward	Location
43	565 West Diversey Avenue (North Lehman Court side of property) -- 15 minute tow zone with flashing lights -- 7:00 A.M. to 9:00 P.M. -- all days. Request withdrawn by requestor (07-01419594);
47	4647 North Lincoln Avenue -- 15 minute standing zone/tow-away zone except with flashing lights -- 11:00 A.M. to 9:00 P.M. -- all days. Duplicate proposal. Previously passed on November 1, 2006 *(Journal of the Proceedings of the City Council of the City of Chicago,* page 90050) (07-02293835).

Traffic Warning Signs:

Ward	Location
34	"Two-Way Stop" signs, stopping east- and westbound traffic on West 103rd Street at South Racine Avenue. West 103rd Street is a federal aid route. Placing stop signs on a federal aid route could jeopardize federal funding for future street improvements (07-02301976).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
1	Removal of Disabled Parking Permit 12327 signs located at 2425 West Thomas Street. Duplicate. Recommended removal on proposal dated July 19, 2007 and passed on September 5, 2007 *(Journal of the Proceedings of the City Council of the City of Chicago,* page 6939);
12	Removal of Disabled Parking Permit 14406 signs located at 4426 South Campbell Avenue. Permit number and address do not match;
12	Removal of Disabled Parking Permit 19100 signs located at 2755 West 39th Place. Permit number and address do not match;
13	Removal of Disabled Parking Permit 38742 signs located at 3746 West 69th Place. Duplicate. Removal on proposal dated October 31, 2007 and passed on December 12, 2007 *(Journal of the Proceedings of the City Council of the City of Chicago,* page 17558);
26	Removal of Disabled Parking Permit 33063 signs located at 2252 North Spaulding Avenue. Duplicate. Also introduced on December 12, 2007 at 2550 -- 2552 North Spaulding Avenue for removal of Permit 33063 and which will pass on February 6, 2008;
31	Removal of Disabled Parking Permit 21813 signs located at 3111 North Kilpatrick Avenue. Duplicate. Introduction for removal was submitted on November 7, 2007 and will pass on February 6, 2008;
40	Removal of Disabled Parking Permit 15761 signs located at 6120 North Wolcott Avenue. Duplicate. Removal passed on October 31, 2007 *(Journal of the Proceedings of the City Council of the City of Chicago,* page 11568);

Ward	Location
48	Removal of Disabled Parking Permit 25998 signs located at 943 West Ainslie Street. Duplicate. Removal passed on October 31, 2007 *(Journal of the Proceedings of the City Council of the City of Chicago,* page 11569).

Amend Parking Prohibited During Specified Hours:

Ward	Location
1	Repeal parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday on North Elston Avenue (west side) from West Diversey Avenue to a point 200 feet south of West Diversey Avenue. Request withdrawn (07-01680947).

Amend Tow-Away Zone:

Ward	Location
39	Repeal no parking tow-away zone at 4953 North Elston Avenue. Request withdrawn (07-01829808).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

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