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Regular Meeting -- Wednesday, October 3, 2012

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME II

RAHM EMANUEL
Mayor

SUSANA A. MENDOZA
City Clerk

Continued from Volume I
on page 34878

COMMITTEE ON AVIATION.

GRANT OF PERMANENT AND TEMPORARY EASEMENTS TO ILLINOIS DEPARTMENT OF TRANSPORTATION FOR USE OF CITY-OWNED PROPERTY FOR IMPROVEMENT OF MANNHEIM RD. FOR HIGHWAY PURPOSES.
[O2012-5799]

The Committee on Aviation submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration an ordinance authorizing a grant of easement to the Illinois Department of Transportation for the improvement of Mannheim Road for highway purposes, begs leave to 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, with no dissenting vote.

Respectfully submitted,

(Signed) MICHAEL R. ZALEWSKI,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns certain parcels of real property which are adjacent to O'Hare International Airport ("Airport") and are described in Exhibit A-1 and depicted in Exhibit A-2, each of which is attached hereto and incorporated herein by reference ("City Property"); and

WHEREAS, The Illinois Department of Transportation ("IDOT") currently holds jurisdiction over the public way known as Mannheim Road (US Route 12/45) between Higgins Road (IL Route 72) and Irving Park Road (IL Route 19) ("Mannheim Road") pursuant to the Illinois Highway Code, 605 ILCS 5/1-101, et seq.; and

WHEREAS, The City Property is located adjacent to Mannheim Road and is currently used for various highway and utility purposes that support aviation purposes and the operation of the Airport; and

WHEREAS, In connection with IDOT's project for the improvement of Mannheim Road, which will benefit traffic circulation in and around the Airport, IDOT has requested that the City grant to it certain temporary and permanent easements in the City Property for highway purposes on the terms and conditions described in Exhibit B which is attached hereto and incorporated herein by reference ("Easements"); and

WHEREAS, The granting of such Easements would not interfere with the highway and utility purposes to which the City Property is currently devoted, nor with the City's operation of the Airport; and

WHEREAS, The City of Chicago is an Illinois home rule municipality pursuant to Section 6(a) Article VII of the Illinois Constitution of 1970 and, as such, may exercise any power and perform any function related 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 grant of Easements to IDOT in consideration of the following amounts: (a) Twenty-five Thousand Eight Hundred and no/100 Dollars ($25,800.00) for the Easements in Parcels 0HT0009PE and 0HT0009TE; (b) Sixteen Thousand and no/100 Dollars ($16,000.00) for the Easements in Parcel 0HT0010PE; (c) One Hundred Ten Thousand Two Hundred Fifty and no/100 Dollars ($110,250.00) for the Easements in Parcels 0HT0011PE-A and 0HT0011PE-B; and (e) Nine Hundred Twenty-two Thousand Five Hundred and no/100 Dollars ($922,500.00) for the Easements in Parcel 0HT0012PE. Such amounts represent the appraised fair market value of such easement interests, as determined by independent appraisers retained by the City and IDOT. Such grant is subject to the prior receipt of all approvals required from the Federal Aviation Administration ("FAA") and any other government body having jurisdiction over such City Property and the use of such City Property for Airport purposes.

SECTION 2. Upon receipt of all required FAA approvals and other governmental approvals (if any), the Commissioner of the Department of Aviation ("Commissioner") is hereby authorized to execute a grant of Easements to IDOT in, on, over and under the City Property on substantially the terms and conditions as described in Exhibit B, subject to the approval

of the Corporation Counsel as to form and legality. Further, the Commissioner is also authorized to execute such additional agreements and documents as are reasonably necessary or appropriate to implement this ordinance and the grant of Easements authorized hereby, including, without limitation, an easement, use or other agreement with the Northwest Suburban Municipal Joint Action Water Agency, a municipal corporation of the State of Illinois ("JAWA") or other commitment to adjust or relocate conflicting or overlapping easements or interests in real property held by the City, IDOT (after such grant) and JAWA with comparable easements or interests, and also including those for utility or other public service facilities, subject to the approval of the Corporation Counsel.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby superseded to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

[Exhibit "A-2" referred to in this ordinance printed on pages 34889 and 34890 of this *Journal*.]

Exhibits "A-1" and "B" referred to in this ordinance read as follows:

Exhibit "A-1".
(To Ordinance)

Legal Description Of Parcel 0HT0009PE.

Route:	Mannheim Road (U.S. Route 12/45)
Section:	at Higgins and Lawrence
Job Number:	R-90-026-11
County:	Cook
Parcel:	0HT0009PE
Sta.:	11+98.06 to
Sta.:	12+15.61
Owner:	City of Chicago
Permanent Index Number:	12-16-200-001 (pt)

The north 50.00 feet of the west 16.50 feet (16½ feet) of the north half of the northwest quarter of the northeast quarter of Section 16, Township 40 North, Range 12, East of the Third Principal Meridian, situated in the County of Cook and State of Illinois.

Said parcel containing 0.019 acre, more or less.

Dated: June 5, 2012.

Legal Description Of Parcel 0HT0009TE.

Route:	Mannheim Road (U.S. Route 12/45)
Section:	at Higgins and Lawrence
Job Number:	R-90-026-11
County:	Cook
Parcel:	0HT0009TE
Sta.:	11+97.44 to
Sta.:	12+14.57
Owner:	City of Chicago
Permanent Index Number:	12-16-200-001 (pt)

That part of the west 16.50 feet (16½ feet) of the north half of the northwest quarter of the northeast quarter of Section 16, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

commencing at the northwest corner of said northeast quarter; thence south 00 degrees, 21 minutes, 07 seconds east, along the west line of said northeast quarter, 50.01 feet to a point on a line 50.00 feet south of and parallel with the north line of said northeast quarter, also being the point of beginning; thence north 88 degrees, 14 minutes, 18 seconds east, along the last described parallel line, 16.50 feet; thence south 08 degrees, 52 minutes, 37 seconds west, 32.56 feet; thence north 81 degrees, 10 minutes, 28 seconds west, 11.42 feet to a point on the west line of said northeast quarter; thence north 00 degrees, 21 minutes, 07 seconds west, along said west line, 29.91 feet to the point of beginning, situated in the County of Cook and State of Illinois.

Said parcel containing 0.010 acre, more or less.

Dated: November 10, 2011.

Legal Description Of Parcel 0HT0010PE.

Route:	Mannheim Road (US Route 12/45)
Section:	at Higgins and Lawrence
Job Number:	R-90-026-11
County:	Cook
Parcel:	0HT0010PE
Sta.:	12+31.12 to
Sta.:	13+32.50
Owner:	City of Chicago
Permanent Index Number:	12-16-201-002

That part of Lots 21, 22, 23 and 24 in Block 22, in Fairview, Eberhart and Royce's Subdivision, being a subdivision of the west half of the southeast quarter of Section 9 and the north half of the northeast quarter of the southwest quarter of Section 9 and the north half of the northwest quarter of the northeast quarter of Section 16, all in Township 40 North, Range 12, East of the Third Principal Meridian, except a strip of land 16½ feet wide off of the west end of the north half of the northwest quarter of the northeast quarter of said Section 16 according the plat thereof recorded June 8, 1891 as Document Number 1483103, described as follows:

beginning at the northwest corner of said Lot 24; thence north 88 degrees, 14 minutes, 18 seconds east, along the north line of said Block 22, also being a line 33.00 feet south of and parallel with the north line of said northeast quarter, 101.08 feet; thence south 80 degrees, 02 minutes, 27 seconds west, 102.48 feet to a point on the west line of said Block 22, also being a line 33.00 feet east of and parallel with the west line of said northeast quarter, thence north 00 degrees, 21 minutes, 07 seconds west, along the last described line, 14.62 feet to the point of beginning, situated in the County of Cook and State of Illinois.

Said parcel containing 0.017 acre, more or less.

Dated: June 5, 2012.

Legal Description Of Parcel 0HT0011PE-A.

Route:	Mannheim Road (US Route 12/45)
Section:	at Higgins and Lawrence
Job Number:	R-90-026-11
County:	Cook
Parcel:	0HT0011PE-A
Sta.:	175+19.79 to
Sta.:	175+72.54
Owner:	City of Chicago, a municipal corporation
Permanent Index Number:	09-33-311-018

That part of the southwest quarter of Section 33, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of said southwest quarter; thence north 00 degrees, 17 minutes, 04 seconds west, along the west line of said southwest quarter, 50.04 feet to a point on the north line of the south 50.00 feet of said southwest quarter; thence north 87 degrees, 21 minutes, 56 seconds east, along the last described line, 66.06 feet to a point on a line 66.00 feet east of and parallel with the west line of said southwest quarter; thence south 00 degrees, 17 minutes, 04 seconds east, along the last described line, 5.54 feet; thence south 36 degrees, 25 minutes, 11 seconds east, 53.50 feet to a point on the south line of said southwest quarter; thence south 87 degrees, 21 minutes, 56 seconds west, along the last described line, 97.63 feet to the point of beginning, situated in the County of Cook and State of Illinois.

Said parcel containing 0.092 acre, 0.038 of which was previously dedicated, more or less.

Dated: June 5, 2012.

Legal Description Of Parcel 0HT0011PE-B.

Route:	Mannheim Road (US Route 12/45)
Section:	at Higgins and Lawrence

Job Number:	R-90-026-11
County:	Cook
Parcel:	0HT0011PE-B
Sta.:	174+99.00 to
Sta.:	175+20.44
Owner:	City of Chicago, a municipal corporation
Permanent Index Number:	12-04-101-004

That part of the northwest quarter of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

commencing at a point on the north line of said northwest quarter, 364.32 feet east of the northwest corner thereof; thence north 87 degrees, 21 minutes, 56 seconds east, 100.08 feet to a point on the east line of Mannheim Road relocated and as dedicated per Document Number 21459698; thence south 00 degrees, 17 minutes, 04 seconds east, along the last described line, 3.45 feet to the point of beginning; thence south 36 degrees, 25 minutes, 11 seconds east, 20.35 feet; thence north 89 degrees, 42 minutes, 56 seconds east, 32.00 feet to a point on a line 44.00 feet east of and parallel with said east right-of-way line; thence south 00 degrees, 17 minutes, 04 seconds east, along the last described line, 5.00 feet; thence south 89 degrees, 42 minutes, 56 seconds west, perpendicular to the last described course, 44.00 feet to a point on said east right-of-way line of Mannheim Road; thence north 00 degrees, 17 minutes, 04 seconds west, along the last described course, 21.43 feet to the point of beginning, situated in the County of Cook and State of Illinois.

Said parcel containing 0.007 acre or 319 square feet, more or less.

Dated: June 5, 2012.

Legal Description Of Parcel 0HT0012PE.

Route:	Mannheim Road (US Route 12/45)
Section:	at Higgins and Lawrence
Job Number:	R-90-026-11
County:	Cook

Parcel:	0HT0012PE
Sta.:	174+68.72 to
Sta.:	186+47.58
Owner:	City of Chicago, Illinois, a municipal corporation
Permanent Index Numbers:	09-32-403-006 and 12-04-100-001

That part of the southeast quarter of Section 32, Township 41 North, Range 12 East of the Third Principal Meridian and the northwest quarter of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

commencing at the intersection of the west line of the east 33.00 feet of said southeast quarter with the south line of said southeast quarter; thence south 87 degrees, 14 minutes, 11 seconds west, along said south line, 20.44 feet; thence south 10 degrees, 52 minutes, 17 seconds west, 40.93 feet; thence south 87 degrees, 27 minutes, 54 seconds west, 16.54 feet to a point on the west line of Mannheim Road as dedicated per Document Number 890188, also being the point of beginning; thence continuing south 87 degrees, 27 minutes, 54 seconds west, 202.29 feet to a point on the southerly extension of a line 280.00 feet west of and parallel with the east line of said southeast quarter; thence north 00 degrees, 17 minutes, 04 seconds west, along the last described line, 35.83 feet; thence north 89 degrees, 42 minutes, 58 seconds east, 169.04 feet; thence north 00 degrees, 17 minutes, 02 seconds west, perpendicular to the last course, 3.00 feet; thence north 89 degrees, 42 minutes, 58 seconds east, perpendicular to the last course, 19.00 feet; thence north 00 degrees, 17 minutes, 02 seconds west, perpendicular to the last course, 15.07 feet; thence north 19 degrees, 48 minutes, 04 seconds east, 49.38 feet to a point on a line 75.00 feet west of and parallel with the east line of said southeast quarter; thence north 00 degrees, 17 minutes, 04 seconds west, along the last described parallel line, 854.00 feet; thence north 05 degrees, 02 minutes, 53 seconds west, 132.46 feet; thence north 39 degrees, 02 minutes, 09 seconds west, 118.71 feet to a point on the southwesterly line of a Department of the Army easement for road or street, granted per Document Number 21742199; thence south 73 degrees, 07 minutes, 08 seconds east, along said southwesterly easement line, 19.59 feet to a point of curvature; thence southeasterly 152.54 feet, along said easement, being the arc of a circle to the right, having a radius of 120.00 feet, and whose chord bears south 36 degrees, 42 minutes, 06 seconds east, 142.48 feet to a point on the west line of Mannheim Road as dedicated per Document Number 21459698; thence south 00 degrees, 17 minutes, 04 seconds east, along the last described line, 859.30 feet to a point on the west line of Mannheim Road as dedicated per said Document Number 890188; thence southwesterly 192.32 feet along the last described west line, being the arc of a non-tangent circle to the right, having a radius of 5,696.60 feet, and whose chord bears south 05 degrees, 56 minutes, 39 seconds west, 192.31 feet to the point of beginning, situated in the County of Cook and State of Illinois.

Said parcel containing 0.655 acre, more or less.

Dated: January 17, 2012.

Exhibit "B".
(To Ordinance)

Easement Terms And Conditions.

1. The City will grant and convey to IDOT, permanent non-exclusive easements in Parcels 0HT0009PE, 0HT0010PE, 0HT0011PE-A, 0HT0011PE-B and 0HT0012PE of the City Property for purposes of construction, operation, maintenance, repair, relocation, reconstruction, renewal, and use of a highway and other highway purposes ("Permanent Easements"), provided that such highway uses and purposes shall not interfere with the City's operation of the Airport.

2. The City will grant and convey to IDOT a temporary easement, for a term not to exceed five years in Parcel 0HT0009TE of the City Property for purposes of construction and installation of the project authorized in the Permanent Easements ("Temporary Easement").

3. IDOT shall be solely responsible, at IDOT's expense, for all construction, operation, maintenance, repair, relocation, reconstruction, renewal and use of all improvements installed or constructed by it.

4. The grants of the Permanent Easements and the Temporary Easement shall be subject to such terms and conditions and subject to all FAA requirements, including, without limitation, regarding the reservation of a right of flight over the City Property, and prohibitions on interference with or obstructions to air navigation or operations to or from the Airport, including, communication facilities serving the Airport.

5. The grants of the Permanent Easements and Temporary Easement shall be on a quitclaim basis and shall be subject to all existing encumbrances and rights including the rights, if any, of the Northwest Suburban Municipal Joint Action Water Agency, a municipal corporation of the State of Illinois ("JAWA").

6. The Permanent Easements and Temporary Easements shall be granted on an "as is" condition concerning environmental conditions of the City Property.

7. The grants of Permanent Easements and Temporary Easement shall be subject to the approval of the Corporation Counsel as to form and legality.

[Depiction of Parcels 0HT0009PE, 0HT0010PE, 0HT0011PE-A, 0HT0011PE-B, 0HT0012PE and 0HT0009TE referred to in these Easement Terms and Conditions printed on page 34888 of this *Journal*.]

Depiction Of Parcels.
(To Easement Terms And Conditions)

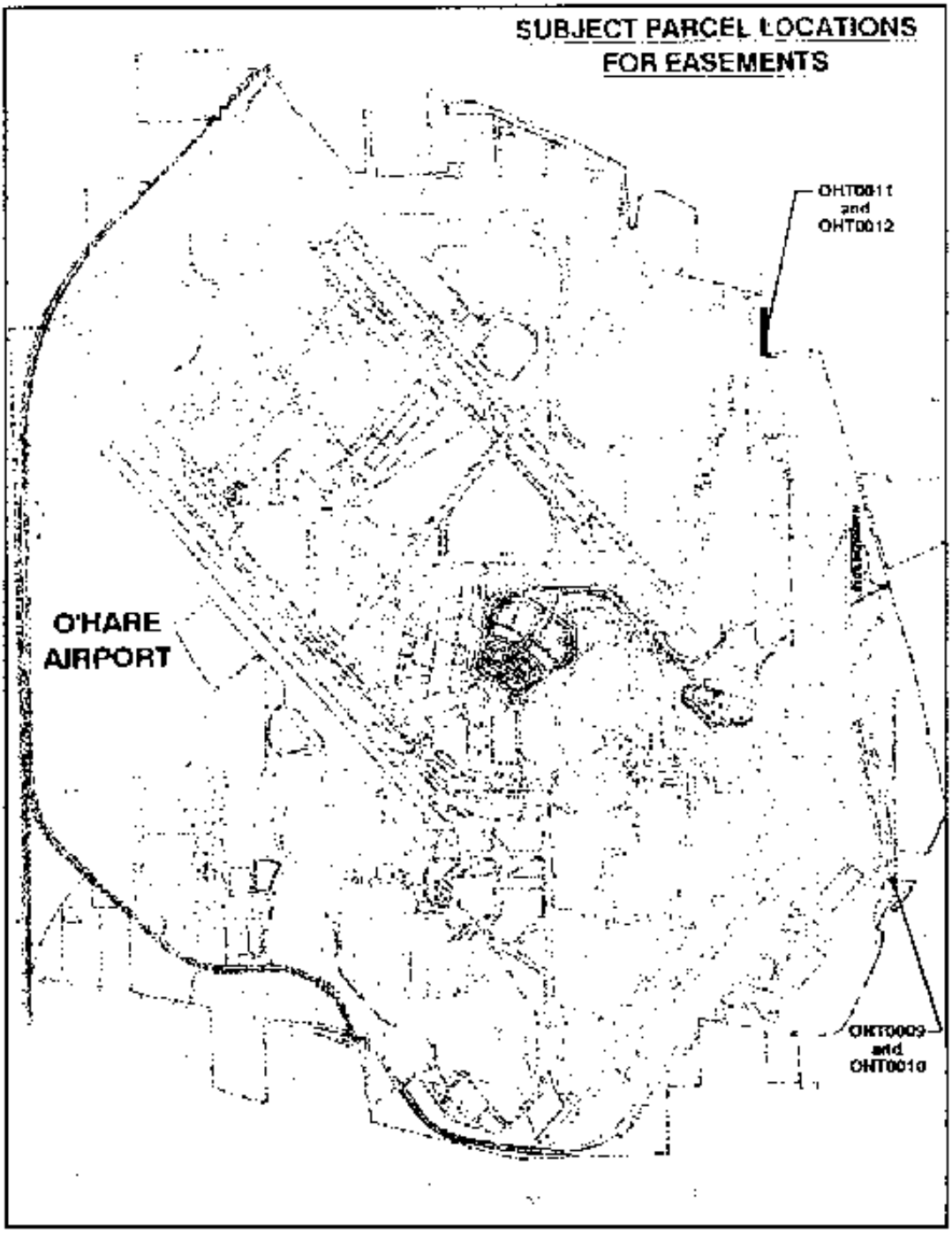


Exhibit "A-2".
(To Ordinance)

Depiction Of City Property.
(Page 1 of 2)

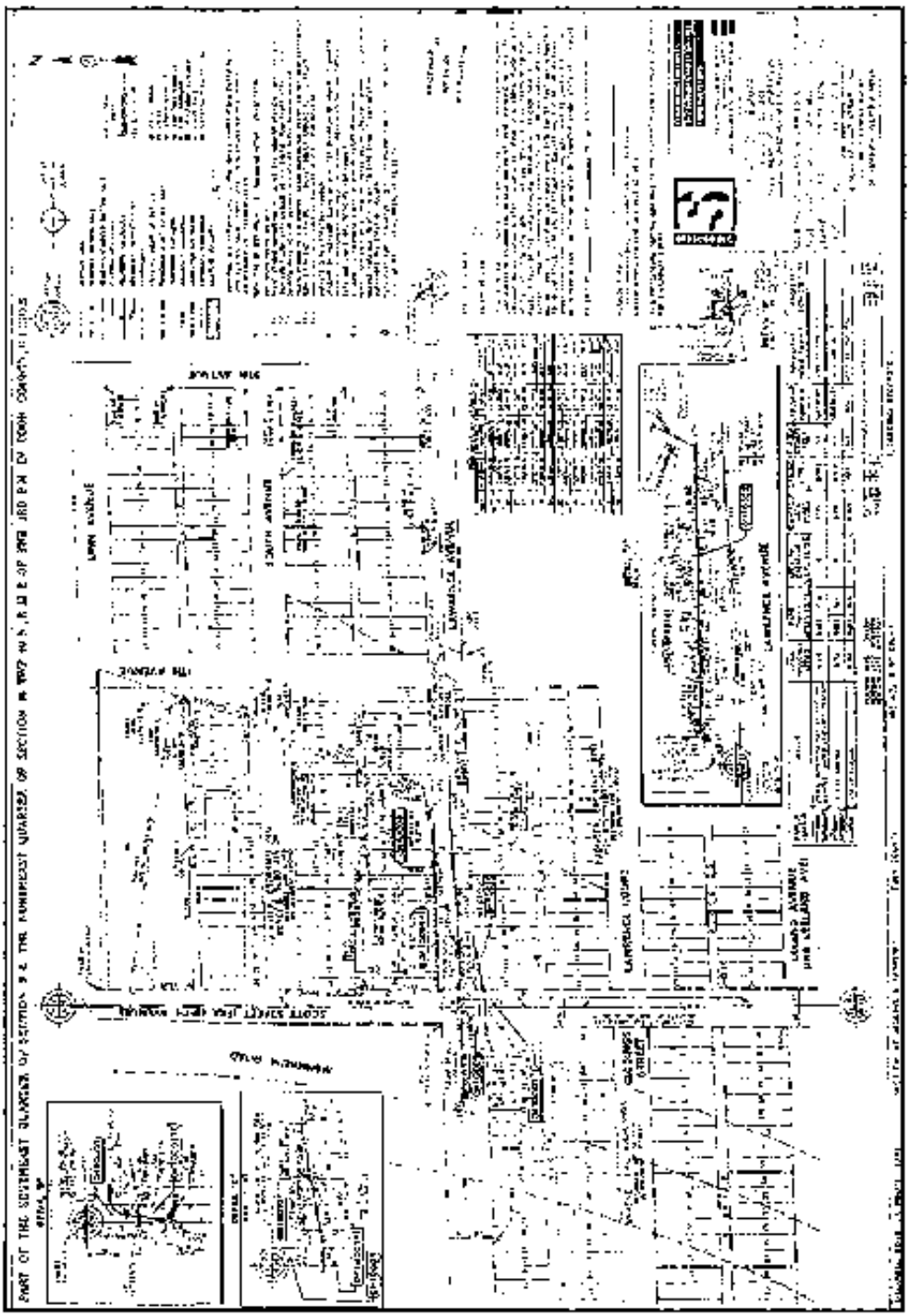
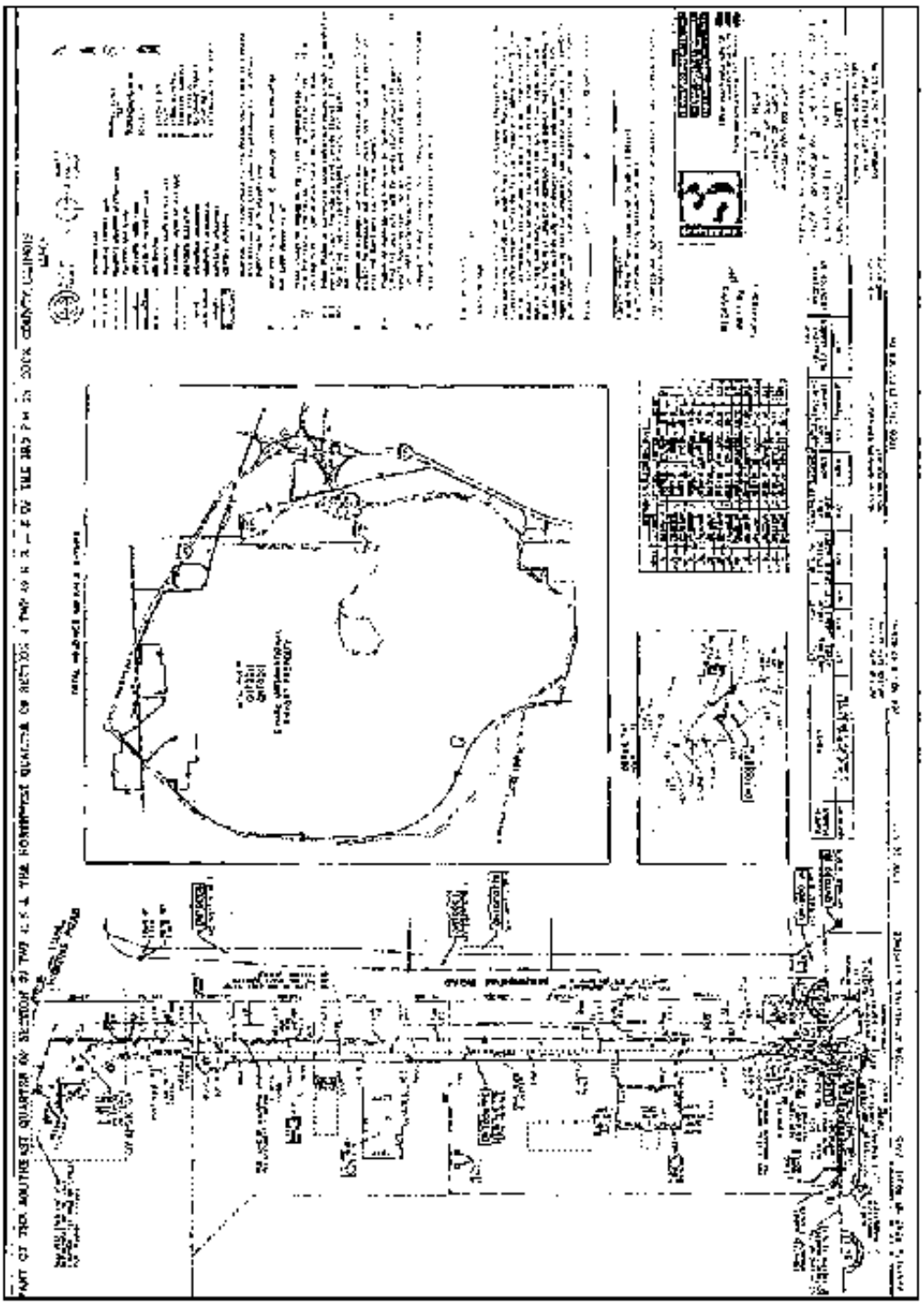


Exhibit "A-2".
(To Ordinance)

Depiction Of City Property.
(Page 2 of 2)



NEW USE AGREEMENT AND TERMINAL FACILITIES LEASE FOR CHICAGO MIDWAY INTERNATIONAL AIRPORT.

[O2012-5823]

The Committee on Aviation submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration an ordinance authorizing a new use agreement and terminal facilities lease for Chicago Midway International Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote (with the exception of Alderman Burke who abstained from voting on this item pursuant to Rule 14).

Respectfully submitted,

(Signed) MICHAEL R. ZALEWSKI,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Article VII of the1970 Constitution of the State of Illinois; and

WHEREAS, The City owns and operates the airport known as Chicago Midway International Airport situated in the City of Chicago, County of Cook, State of Illinois ("Midway Airport"); and

WHEREAS, The City heretofore entered into Amended and Restated Airport Use Agreements and Facility Leases (the "Existing Use Agreements") with certain airlines; and

WHEREAS, The Existing Use Agreements will expire on December 31, 2012, so it is necessary and desirable for the City to enter into a new Chicago Midway International Airport Use Agreement and Facilities Lease (the "New Airport Use Agreement") with Southwest Airlines Co. ("Southwest"), Delta Air Lines, Inc., Porter Airlines, Inc. and such other commercial airlines as are determined, from time to time during the term of the New Airport Use Agreement, by the Commissioner of the Chicago Department of Aviation (the "Commissioner") to be in the best interests of the City and Midway Airport (collectively, the "Airline Parties"); and

WHEREAS, The City has heretofore entered into an Agreement (the "Existing MATCO Agreement") with Midway Airlines Terminal Consortium, an Illinois not-for-profit corporation comprised of airlines operating at Midway Airport ("MATCO"), and, in connection with the execution of the New Airport Use Agreement, it is necessary and desirable to enter into a new agreement with MATCO (the "New MATCO Agreement"); and

WHEREAS, The City desires to enter into a Chicago Midway International Airport Facilities License for the Use of City-Controlled Facilities at Midway Airport ("City-Controlled Facilities License") with airlines which operate on City-controlled facilities at Midway Airport; and

WHEREAS, The City desires to enter into a Landing License (the "Landing License") with airlines and other air carriers which operate at Midway Airport; and

WHEREAS, The City has heretofore entered into certain agreements with respect to hangar facilities at Midway Airport (the "Existing Southwest Hangar Agreements") with Southwest, and the City and Southwest desire to enter into three new Hangar Facility Lease Agreements (the "New Southwest Hangar Leases") with respect to those three hangars at Midway Airport; and

WHEREAS, It is advisable and necessary to authorize the amendment, execution and delivery of such documents and agreements, and the performance of such acts, as shall be necessary in connection with the New Airport Use Agreements; now, therefore,

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

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

SECTION 2. Authorization Of New Airport Use Agreement. The Mayor, upon the recommendation of the Commissioner and the approval of the Corporation Counsel as to form and legality, is authorized to enter into a New Airport Use Agreement with each of the Airline Parties for the lease of premises at Midway Airport, which New Airport Use Agreements shall be effective on January 1, 2013, unless a subsequent effective date is

agreed to by the Commissioner and the Airline Party which signs a particular New Airport Use Agreement. The City Clerk is authorized and directed to attest and to affix the official seal of the City upon each of the New Airport Use Agreements. The New Airport Use Agreements shall be in substantially the same form as the agreement attached as Exhibit A to this ordinance, with such changes as are not inconsistent with this ordinance and are approved by the Mayor, the Mayor's execution of the New Airport Use Agreements to constitute conclusive evidence of the City Council of the City of Chicago's approval of any and all such changes. The Commissioner is hereby authorized to approve the Leased Premises of each Airline Party and to include in each New Airport Use Agreement Exhibit D describing the Leased Premises of the Airline Party which executes such New Airport Use Agreement as approved by the Commissioner.

SECTION 3. Authorization Of New MATCO Agreement. The Mayor, upon the recommendation of the Commissioner and the approval of the Corporation Counsel as to form and legality, is authorized to enter into a New MATCO Agreement with MATCO. The City Clerk is authorized and directed to attest and to affix the official seal of the City upon the New MATCO Agreement. The New MATCO Agreement shall be in substantially the same form as the agreement attached as Exhibit B to this ordinance, with such changes as are not inconsistent with this ordinance and are approved by the Mayor, the Mayor's execution of the New MATCO Agreement to constitute conclusive evidence of the City Council of the City of Chicago's approval of any and all such changes.

SECTION 4. Authorization Of City-Controlled Facilities License. The Commissioner is authorized to enter into a City-Controlled Facilities License with airlines approved by the Commissioner from time to time during the term of the New Airport Use Agreement to operate on City-controlled facilities at Midway Airport. The City-Controlled Facilities License shall be in substantially the same form as the agreement attached as Exhibit C to this ordinance, with such changes as are not inconsistent with this ordinance and are approved from time to time during the term of the New Airport Use Agreement by the Commissioner, the Commissioner's execution of a City-Controlled Facilities License to constitute conclusive evidence of the City Council of the City of Chicago's approval of any and all such changes.

SECTION 5. Authorization Of Landing License. The Commissioner is authorized to enter into a Landing License with airlines and other air carriers which operate at Midway Airport and are approved by the Commissioner from time to time during the term of the New Airport Use Agreement to operate at Midway Airport. The Landing License shall be in substantially the same form as the agreement attached as Exhibit D to this ordinance, with such changes as are not inconsistent with this ordinance and are approved by the Commissioner from time to time during the term of the New Airport Use Agreement, the Commissioner's execution of a Landing License to constitute conclusive evidence of the City Council of the City of Chicago's approval of any and all such changes.

SECTION 6. Authorization Of New Southwest Hangar Leases. The Mayor, upon the recommendation of the Commissioner and the approval of the Corporation Counsel as to form and legality, is authorized to negotiate and enter into three New Southwest Hangar Leases with Southwest, which agreements shall supersede and terminate the Existing Southwest Hangar Agreements upon their effectiveness. The City Clerk is authorized and directed to attest and to affix the official seal of the City upon each of the New Southwest Hangar Leases. The New Southwest Hangar Leases shall have a term not-to-exceed 15 years, and the rent thereunder shall be consistent with FAA rules and regulations and shall

at least be equal to the rent payable under the respective Existing Southwest Agreements as negotiated with Southwest reflecting an appraisal process.

SECTION 7. Execution Of Documentation; Additional Authorizations.

(a) The Mayor, the Commissioner and the Corporation Counsel (the "Authorized Officers"), and any other City officer as shall be designated by the Authorized Officers are each authorized, individually or jointly, to execute and deliver any and all agreements, documents, instruments or certificates as the executing officer shall deem necessary, advisable or appropriate in connection with the New Airport Use Agreements, the New MATCO Agreement, the City-Controlled Facilities License, the Landing License and the New Southwest Hangar Leases (collectively, the "Authorized Agreements"). To the extent this ordinance specifically provides for the Mayor's execution of a document referred to herein, the document may be executed by an Authorized Officer designated by the Mayor, such execution to constitute conclusive evidence of the City Council of the City of Chicago's approval of any and all changes to such document.

(b) In addition to the authorizations and approvals set forth in the preceding paragraphs of this ordinance, any of the Authorized Officers and any other City officer as shall be designated by any of the Authorized Officers are each hereby authorized and directed to do all such other acts and things as may be necessary, advisable or appropriate to carry out the purposes of the Authorized Agreements over the term of the New Airport Use Agreements or otherwise to carry out the intent and purposes of this ordinance. All of the acts of each officer which are in conformity with the intent and purposes of this ordinance, whether heretofore or hereafter taken or done shall be and the same are in all respects ratified, confirmed, authorized, and approved hereby in all respects.

SECTION 8. Conflict. 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.

SECTION 9. Severability; Exercise Of Home Rule Power. 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 of Chicago (the "Municipal Code") or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the documents or instruments authorized by this ordinance or render any such documents or instruments 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. This ordinance is an exercise of the City's power as a home rule unit of local government under Article VII of the 1970 Constitution of the State of Illinois and is intended to override any conflicting provision of any Illinois statute that does not specifically preempt the exercise of home rule power by the City.

SECTION 10. Effectiveness. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Chicago Midway International Airport.

Airport Use Agreement And Facilities Lease.

THIS AGREEMENT made and entered into on _____, 20____, by and between the **City of Chicago**, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "**City**"), and the airline named on the signature page hereof (the "**Airline**").

WITNESSETH:

WHEREAS, the City owns and operates the airport known as Chicago Midway International Airport (a plat of said airport being attached hereto as Exhibit A) situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of the City, Government Grants-in-Aid (as hereinafter defined), or any other funds of any nature whatsoever, referred to as the "**Airport**"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, the Airline is engaged in the business of air transportation; and

WHEREAS, the City and certain airlines are parties to 1998 Use Agreements (as hereinafter defined) which are being superseded with agreements substantially similar in form and substance to this Agreement; and

WHEREAS, the Airline and the City desire to (i) enter into this Agreement for the lease of terminal space at the Airport and the granting to the Airline of certain rights and privileges with respect thereto, all as hereinafter provided, and (ii) supersede and terminate all existing agreements between the Airline and the City including the 1998 Use Agreement, if any, between the Airline and the City, except as described on Exhibit E; and

WHEREAS, the City is willing to lease space to the Airline and to grant rights and privileges with respect thereto to the Airline, upon the terms and conditions hereinafter provided; and

WHEREAS, the City and the Airline acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City, and that the City's right to monitor performance under this Agreement by the Airline is a valuable right incapable of quantification; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE 1: DEFINITIONS

Section 1.01: Definitions

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings.

"**Adjusted for Inflation**" means, with respect to the amount to be Adjusted for Inflation, that such amount shall be adjusted each year after the first year by multiplying the amount applicable in the prior year by a factor of one (1) plus the percentage increase, if any, in the Producer Price Index during the most recently ended twelve-month period for which the Producer Price Index is available.

"**Affiliate**" means, with respect to the Airline, any other airline directly or indirectly controlling, controlled by, or under common control with, the Airline. The term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any airline (including the Airline), means the possession, directly or indirectly, of more than 50% of the voting power (or in the case of an airline that is not a corporation, more than 50% of the ownership interest, beneficial or otherwise) to direct or cause the direction of the management and policies of that airline, whether through voting, by contract or otherwise. For purposes of this definition, "voting power" of any airline (including the Airline) means the total number of votes which may be cast by the holders of the total number of outstanding shares of stock of any class or classes of such airline in any election of directors of such airline. The definition of "Affiliate" may be amended by the City upon approval of a Majority-in-Interest.

"**Agreement**" means this Airport Use Agreement and Facilities Lease, together with its Exhibits, as hereafter amended or supplemented from time to time in accordance with its terms.

"**Air Transportation Business**" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"**Aircraft Parking Areas**" means those areas at the Airport designated for the parking, loading and unloading of aircraft, including all aircraft parking positions.

"**Airfield Area**" means the Cost Center of the same name described in Exhibit B, which includes the land identified as Airfield Area on Exhibit B, and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including the Runways, Taxiways and facilities at the Airport for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers or other facilities operated and maintained by the FAA or any other federal agency, security fences, service roads, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from but related to the rest of the Airfield Area.

"**Airline**" means the airline named on the signature page hereof.

"**Airline Fees and Charges**" means, for any Fiscal Year, (a) all rentals, charges and fees and all other amounts payable hereunder by all Signatory Airlines for such Fiscal Year, after adjustment pursuant to Section 9.04 for such Fiscal Year and (b) with respect to an individual Signatory Airline, all rentals, charges and fees and all other amounts payable hereunder by such Signatory Airline for such Fiscal Year, after adjustment pursuant to Section 9.04 for such Fiscal Year.

"**Airline Project(s)**" means capital projects with respect to which the City has delegated the Work to the Airline pursuant to Section 12.01, which delegated capital projects may include Pre-Approved Capital Projects or other capital projects approved by a Majority-in-Interest.

"**Airline Project Contracts**" means Contracts in connection with or pursuant to the performance of Work on Airline Projects.

"**Airline Project Contractors**" means Contractors in connection with or pursuant to the performance of Work on Airline Projects.

"**Airlines' Representative**" means the person so designated by a Majority-in-Interest by written notice to the Commissioner. Any such designation of the Airlines' Representative shall remain in effect until revoked or modified by written notice to the Commissioner.

"**Airport**" means Chicago Midway International Airport as shown on Exhibit A, together with any additions thereto, or improvements or enlargements thereof, hereafter made.

"**Airport Development Fund**" means the Airport Development Fund created under Section 7.01.

"**Airport Use Agreement**" means (i) this Agreement and (ii) each other airport use agreement and facilities lease, with respect to the Airport, that is substantially the same as this Agreement (except with respect to Leased Premises and the term).

"**Annual Capital Maintenance Amount**" has the meaning set forth in Section 10.01.

"**Artwork**" means any work of visual art as defined in Section 101 of the Copyright Act.

"**Bond Ordinance**" means any ordinance or indenture or both adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport, or any ordinance or indenture supplemental thereto.

"**Bonds**" means all notes, bonds or other obligations issued pursuant to and secured by a pledge of revenues or net revenues of the Airport under any Bond Ordinance. The term "Bonds" does not include other bonds, such as special facility revenue bonds or bonds secured solely by Passenger Facility Charge or Customer Facility Charge revenues pursuant to a separate indenture, which may be issued to finance capital projects at or related to the Airport.

"**Budgeted O&M Expenses**" has the meaning set forth in Section 8.08(b).

"**City**" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois.

"**City-Controlled Facilities**" means those aircraft parking positions and areas (including overnight parking areas), Gates, holdrooms, ticket counters, baggage claim areas and related facilities which the City may from time to time retain under its exclusive control and possession pursuant to Section 5.02 and are not leased to an airline pursuant to an Airport Use Agreement.

"**Commissioner**" means the Commissioner of the Chicago Department of Aviation of the City, or any successor to the duties of such official.

"**Contractors**" means persons and firms hired by the Airline to act as agents or independent contractors in connection with or pursuant to the performance of this Agreement, including Airline Project Contractors.

"**Contracts**" means all contracts entered into by the Airline with any supplier of materials, furnisher of services, Contractor (including Airline Project Contractors) or any labor organization which furnishes skilled, unskilled and craft union skilled labor in connection with or pursuant to the performance of this Agreement.

"**Copyright Act**" means the U.S. Copyright Act (17 U.S.C. § 101 *et seq.*).

"**Cost Centers**" means the Airfield Area, the Terminal Area, the Terminal Ramp Area, the Parking and Roadway Area, the Support Facilities Area, the Equipment Cost Center, the Fueling Cost Center, the FIS Cost Center and the Indirect Cost Center.

"**Customer Facility Charge**" means the customer facility charge as authorized by the Illinois Vehicle Code (625 ILCS 5/6-305), or any successor law or provision, with respect to the Airport.

"**Daily Average Utilization**" has the meaning set forth in Section 5.06.

"**Debt Service**" means, for any Fiscal Year, the principal, interest and premium, if any, payable on Bonds, and other associated costs, including amounts in respect of debt service coverage not to exceed in any Fiscal Year 25% of the annual debt service for such Fiscal Year on such Bonds, and any amounts necessary to maintain the required balance in a debt service reserve fund or similar fund created pursuant to a Bond Ordinance, and any required deposits to any rebate or similar fund created pursuant to a Bond Ordinance, all Fund Deposit Requirements, as set forth in any Bond Ordinance, any letter of credit bank reimbursement obligations or municipal bond insurance obligations, sinking fund payments, call premiums, payments required by forward purchase agreements, remarketing fees, letter of credit fees, trustee fees, paying agent fees, replenishment of funds and any other costs and fees payable in connection with such Bonds.

"**Deplaned Passengers**" means all terminating and all incoming on-line transfer and off-line transfer revenue passengers arriving at the Airport. The term "Deplaned Passengers" does not include through passengers.

"**Effective Date**" means the Effective Date as described in Section 2.01.

"**Emergency Reserve Fund**" means the Emergency Reserve Fund created under Section 7.01.

"**Enplaned Passengers**" means all originating and all outgoing on-line transfer and off-line transfer revenue passengers departing from the Airport. The term "Enplaned Passengers" does not include through passengers.

"**Environmental Laws**" means all laws relating to environmental matters, including those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials and to the generation, use, storage, transportation, or disposal of Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f-§ 300j-11 *et seq.*), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and the Municipal Code, each as heretofore and hereafter amended or supplemented, and any analogous future or present local, state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability standards of conduct concerning any Hazardous Material or Special Wastes or by the federal government, any state or any political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

"**Equipment Cost Center**" means the Cost Center of the same name described in Exhibit B.

"**Equipment Fees**" means, with respect to each Signatory Airline, the Equipment Fees calculated pursuant to Section 8.10 of such Signatory Airline's Airport Use Agreement.

"**Equipment Fee Rate**" means, for any Fiscal Year, the Equipment Fee Rate established for such Fiscal Year pursuant to Article 8.

"**Event of Default**" means, with respect to each Signatory Airline, an Event of Default as defined in Section 16.01.

"**Federal Aviation Administration**" (sometimes abbreviated as "**FAA**") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"**Federal Bankruptcy Code**" means 11 U.S.C. § 101 *et seq.*

"**Joint Use Premises**" has the meaning set forth in Section 4.01.

"**Leased Premises**" has the meaning set forth in Section 4.01.

"**FIS Cost Center**" means the Cost Center which includes the FIS Facility and which is identified as the FIS Cost Center on Exhibit B.

"**FIS Facility**" means the facilities at the Airport provided for the United States Customs Service, the United States Immigration and Naturalization Service, the United States Department of Health and Human Services, and the United States Department of Agriculture, and any successor departments or services thereto, for the processing of arriving international passengers, and other facilities at the Airport related thereto.

"**FIS Fees**" means, with respect to each Signatory Airline, the FIS Fees calculated pursuant to Section 8.13 of such Signatory Airline's Airport Use Agreement.

"**FIS Facility Debt Service**" means, for any Fiscal Year, the principal, interest and premium payable on Bonds issued by the City and allocated by the City to the FIS Cost Center for such Fiscal Year, and other associated costs (including amounts necessary to maintain the required balance in a debt service reserve fund or similar fund created pursuant to the terms of an applicable indenture or ordinance, and any required deposits to any rebate or similar fund created pursuant to an applicable indenture or ordinance, any letter of credit bank reimbursement obligations or municipal bond insurance obligations, sinking fund payments, call premiums, payments required by forward purchase agreements, remarketing fees, letter of credit fees, trustee fees, paying agent fees, replenishment of funds and any other costs and fees payable in connection with such obligations) allocated by the City to the FIS Cost Center for such Fiscal Year.

"**Fiscal Year**" means January 1 through December 31 of any year or such other fiscal year as the City may adopt for the Airport.

"**Fuel**" means jet fuel, aviation gasoline, automotive fuel, and any other materials used in or put through the Fuel System for use in connection with the use of aircraft or service vehicles.

"**Fuel System**" means the fuel storage and distribution facilities for the storage and distribution of Fuel at the Airport.

"**Fueling Cost Center**" means the Cost Center of the same name described in Exhibit B.

"**Fueling Fees**" means, with respect to each Signatory Airline, the Fueling Fees calculated pursuant to Section 8.11 of such Signatory Airline's Airport Use Agreement.

"**Fueling Fee Rate**" means, for any Fiscal Year, the Fueling Fee Rate established for such Fiscal Year pursuant to Article 8.

"**Fund Deposit Requirement**" means the fund deposit requirements described in Section 7.02(c) for the Funds described therein.

"**Funds**" means the funds created pursuant to (i) Section 7.01 or (ii) any Bond Ordinance.

"**Gate**" means any portion of the Leased Premises designated as a Gate on Exhibit D or any portion of the City Controlled Facilities designated as a Gate by the City, as applicable.

"**Government Grants-in-Aid**" means those moneys granted to the City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay all or a portion of the cost of a capital project at or related to the Airport.

"**Hazardous Materials**" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material and byproduct materials regulated under the Atomic Energy Act (42 U.S.C. § 2011, *et seq.*), pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. § 136, *et seq.*), and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a "hazardous substance," "hazardous waste," "toxic substance" or contaminant (or comparable term) under any of the Environmental Laws.

"**Identified Party**" means any of the following: (i) a person who or entity (for the purposes of this definition only, a "City Contractor") that has submitted a bid for or enters into an agreement with the City that is (A) formed under the authority of Municipal Code Chapter 2-92, (B) for the purchase, sale or lease of real or personal property, or (B) for materials, supplies, equipment or services which are approved and/or authorized by the City Council of the City; (ii) a person or entity who directly or indirectly has an ownership or beneficial interest in a City Contractor of more than 7.5% and the spouse or domestic partner of any such person; (iii) a subcontractor of a City Contractor; and (iv) a person or entity who directly or indirectly has an ownership or beneficial interest in a subcontractor of a City Contractor of more than 7.5% and the spouse or domestic partner of any such person.

"**Independent Airport Consultant**" means a third-party consultant selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either the City or any Signatory Airline.

"**Indirect Cost Center**" means the Cost Center of the same name described in Exhibit B.

"**Investment Income**" means any interest on, and any profit realized from the investment of, moneys in any Fund.

"**Joint Use Premises**" means, at any time, for each Signatory Airline, those portions of its Leased Premises in the Terminal Area which, pursuant to Article 4 of such Signatory

Airline's Airport Use Agreement, are then leased to such Signatory Airline and designated as Joint Use Premises.

"**Landing Fee**" means, with respect to each Signatory Airline, the Landing Fee calculated pursuant to Section 8.03 of such Signatory Airline's Airport Use Agreement.

"**Landing Fee Rate**" means, for any Fiscal Year, the Landing Fee Rate established for such Fiscal Year pursuant to Article 8.

"**Leased Premises**" means, at any time, for each Signatory Airline, those portions of the Terminal Area which, pursuant to Article 4 of such Signatory Airline's Airport Use Agreement are then leased to such Signatory Airline.

"**Majority-in-Interest**" means, during any Fiscal Year, any one or more Signatory Airlines which, in the aggregate (i) paid fifty-one percent (51%) or more of the Airline Fees and Charges charged to all Signatory Airlines for the prior Fiscal Year; and (ii) represent at least fifty-one percent (51%) in number of the Signatory Airlines. Solely for the purpose of determining a Majority-in-Interest, (A) no airline shall be deemed to be a Signatory Airline so long as an Event of Default with respect to such airline has occurred and is continuing or if such airline is no longer operating at the Airport (except if such airline's cessation of operations results from a temporary suspension by the FAA), and (B) only Signatory Airlines having Airport Use Agreements with terms expiring on December 31, 2027, shall be deemed to be Signatory Airlines.

"**MATCO**" means the Midway Airlines' Terminal Consortium, formed to construct the Fuel System at the Airport and to operate and maintain certain airline equipment and the Fuel System at the Airport, pursuant to the MATCO Agreement.

"**MATCO Agreement**" means the agreement between the City and MATCO effective as of January 1, 2013, as amended and as such agreement may be hereinafter amended in accordance with its term.

"**Maximum Approved Gross Landing Weight**" means, for any aircraft operated by the Airline, the maximum landing weight of such aircraft as set forth in the Airline's government-approved operating manual.

"**Mayor**" means the Mayor of the City.

"**Municipal Code**" means the Municipal Code of the City at the time in effect.

"**Net Requirement of the Indirect Cost Center**" means, for any Fiscal Year, O&M Expenses allocated to the Indirect Cost Center for such Fiscal Year.

"**Net Requirement or Net Surplus of the Parking and Roadway Area**" means, for any Fiscal Year, the amount calculated as such for such Fiscal Year pursuant to Section 8.06.

"**Net Requirement or Net Surplus of the Support Facilities Area**" means, for any Fiscal Year, the amount calculated as such for such Fiscal Year pursuant to Section 8.07.

"**1998 Use Agreement**" means an airport use agreement and facilities lease substantially the same as the Chicago Midway Airport Use Agreement and Facilities Lease between the City and Southwest Airlines dated as of July 1, 1998.

"**Non-Airline Revenues**" means, for any Fiscal Year, all Revenues except Landing Fees, Terminal Rentals, Terminal Ramp Fees, Equipment Fees, Fueling Fees and FIS Fees other than such rentals and fees which had been reasonably determined unpaid when due for purposes of inclusion in the calculation of Airline Fees and Charges and which are later collected, in whole or in part, by the City, together with any interest paid thereon pursuant to Section 9.06.

"**Non-Signatory Airline**" means any airline using the Airport which is not a Signatory Airline.

"**Non-Signatory Landing Fee**" has the meaning set forth in Section 8.09.

"**Non-Signatory Landing Fee Rate**" means, for any Fiscal Year, the Non-Signatory Landing Fee Rate established for such Fiscal Year pursuant to Section 8.09.

"**Non-Signatory Revenues**" means, for any Fiscal Year, all Revenues derived from Non-Signatory Airlines.

"**O&M Fund**" means the O&M Fund created under Section 7.01.

"**O&M Reserve Account**" means the O&M Reserve Account in the O&M Fund created under Section 7.01.

"**Operation and Maintenance Expenses**" (sometimes abbreviated as "**O&M Expenses**") means, for any Fiscal Year, the costs incurred by the City in operating and maintaining the Airport during such Fiscal Year, either directly or indirectly, including (without limitation, but exclusive of such expenses as may be capitalized in connection with a capital project):

(a) the following costs and expenses incurred by the City for employees of the City employed at the Airport, or doing work involving the Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by the City or purchased by the City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of real property and costs of rental equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;

(g) the amount of any judgment or settlement arising as a result of the City's ownership, operation and maintenance of the Airport payable by the City during said Fiscal Year, including the amount of any judgment or settlement arising as a result of claims, actions, proceedings or suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts, including those resulting from the use of the Airport for the landing and taking off of aircraft;

(h) costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport;

(i) costs of advertising at or for the Airport;

(j) compensation paid or credited to persons or firms appointed or engaged, from time to time, by the City or by Signatory Airlines as approved by a Majority-in-Interest and the City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing, consulting or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;

(k) any other cost incurred or allocated to the Airport necessary to comply with any valid rule, regulation, policy or order of any federal, state or local government, agency or court;

(l) any amounts due and owing to the City, its agents, officers and employees under the MATCO Agreement, including any amounts due and owing as a result of a failure of MATCO to perform any of its obligations under the MATCO Agreement, including Exhibit F thereto and Articles VII and VIII thereof pertaining to indemnity, insurance and environmental obligations of MATCO, which amounts MATCO has failed to pay within 30 days following written notification from the City to MATCO; and

(m) all other direct and indirect expenses, whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City which may be lawfully imposed upon the Airport by entities other than the City.

"**Operation and Maintenance Fund**" (sometimes abbreviated as "**O&M Fund**") means the Operation and Maintenance Fund created under Section 7.01.

"**Other Contract**" has the meaning set forth in Section 15.10.

"**Outstanding Bonds**" means the bonds listed in the attached Exhibit C.

"**Parking and Roadway Area**" means the Cost Center of the same name described in Exhibit B.

"**Passenger Facility Charge**" (sometimes abbreviated as "**PFC**") means the passenger facility charge as authorized under 49 U.S.C. § 40117, or any predecessor or successor law, and as approved by the FAA from time to time with respect to the Airport.

"**Producer Price Index**" (sometimes abbreviated as "**PPI**") means the Producer Price Index/All Commodities published by the United States Department of Labor, Bureau of Labor Statistics (1982 = 100). If the manner in which the PPI is determined by the Department of Labor is substantially revised, the City shall adjust the revised index in a manner which would produce results equivalent, as nearly as possible, to those which would have been obtained if the method of determining the PPI had not been revised. If the PPI is discontinued or otherwise becomes unavailable to the public, the City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or department, or if no such index is available, a comparable index published by a recognized financial institution, financial publication, or university.

"**Public Use Premises**" means, at any time, all areas of the Terminal Area which are not Leased Premises or City-Controlled Facilities and which consist of, among other things, areas for passenger movement, concession areas, basement areas, City offices and operations areas, public restrooms, public waiting areas, entrances, exits, chases and building support areas not open to the general public (such as mechanical and electrical areas, janitor closets, and heating and refrigeration facilities).

"**Repair and Replacement Fund**" means the Repair and Replacement Fund created under Section 7.01.

"**Revenue Fund**" means the Revenue Fund created under Section 7.01.

"**Revenue Landing**" means any landing at the Airport of an aircraft except (i) an aircraft which (without being scheduled to do so) lands at the Airport because of meteorological conditions, mechanical or operating causes, or any emergency or precautionary reason, or (ii) an aircraft which is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

"**Revenues**" means, for any Fiscal Year, except to the extent hereinafter excluded, all revenues, payments, proceeds, fees, charges, rent and all other income of any nature, including investment income, derived directly or indirectly by or for the City for such Fiscal Year for the use of, and for the services and facilities furnished by, or from the operation or ownership of, or with respect to the Airport, and any proceeds of business interruption insurance and any other

insurance proceeds which are deemed to be revenues in accordance with generally accepted accounting principles; *provided, however*, that the following shall not be included in Revenues:

(a) the proceeds of any Passenger Facility Charge, any Customer Facility Charge or any other similar charge levied by or on behalf of the City;

(b) any grants, gifts, bequests, contributions or donations, including any such funds provided by any person or entity, including an airline, doing business at the Airport;

(c) the proceeds from the sale, transfer or other disposition of title by the City to all or any part of the Airport;

(d) the proceeds of any taxes collected at the Airport;

(e) the proceeds of any condemnation award or insurance received by the City except condemnation awards and insurance proceeds which are deemed to be revenues in accordance with generally accepted accounting principles;

(f) the proceeds of any court or arbitration award or settlement in lieu thereof received by the City except (i) awards or settlements which are deemed to be revenues in accordance with generally accepted accounting principles or (ii) awards or settlements which constitute reimbursements for costs previously incurred as O&M Expenses;

(g) payments to the City in respect of debt service payable on any obligations (other than Bonds) issued by the City pursuant to Section 10.07;

(h) the proceeds of any bonds or other indebtedness of the City;

(i) payments to the City of the principal of and interest, if any, on any loan made by the City for Airport purposes from any of the funds created pursuant to or required by any Bond Ordinance; and

(j) any other amounts which are not deemed to be revenues in accordance with generally accepted accounting principles or which are restricted as to their use.

"**Risk Manager**" means the City of Chicago, Comptroller's Office of Risk Management, or any successor agency thereto.

"**Rules and Regulations**" means the rules and regulations governing the conduct and operation of the Airport promulgated by the Commissioner in accordance with Section 15.01.

"**Runways**" means runways at the Airport for the landing and taking-off of aircraft.

"**Securities Exchange Act**" means the Securities Exchange Act of 1934.

"**Signatory Airline**" means, at any time, the Airline and each other person actively engaged in an Air Transportation Business at the Airport who then is a party to an Airport Use Agreement with the City.

"**Special Facility**" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, constructed, installed, equipped or acquired with (i) the proceeds of the sale of Special Facility obligations (other than Bonds) issued by the City pursuant to Section 10.06; (ii) other funds provided by the user or developer thereof or by any other person; or (iii) a combination of the foregoing items (i) and (ii).

"**Special Project Fund**" means the Special Project Fund created under Section 7.01.

"**Special Wastes**" means those substances as defined in Section 1003.45, ch. 111 ½ of the Illinois Environmental Protection Act, and as further referred to in Section 809.12 of 35 Illinois Administrative Code, Subtitle G, ch. I.

"**Statement of Airline's Actual Annual Fees and Charges**" means the statement of the same name prepared by the City pursuant to Section 9.04.

"**Statement of Airline's Estimated Annual Fees and Charges**" means the statement of the same name prepared by the City pursuant to Section 9.02.

"**Support Facilities Area**" means the Cost Center of the same name described in Exhibit B.

"**Taxiways**" means taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas and other portions of the Airport.

"**Terminal**" means the airline passenger terminal and related facilities at the Airport identified on Exhibit B.

"**Terminal Area**" means the Cost Center of the same name described in Exhibit B, which includes the land identified as Terminal Area on Exhibit B, and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including all passenger terminal buildings, connecting structures, passenger walkways and tunnels, concourses, holdroom areas, passenger loading bridges and control towers maintained by the City or an airline; *provided* that the Terminal Area shall not include the FIS Facility and any land, facilities, equipment or improvement that are part of or related to the FIS Facility.

"**Terminal Ramp Area**" means the Cost Center of the same name described in Exhibit B.

"**Terminal Ramp Fee**" means, with respect to each Signatory Airline, the Terminal Ramp Fee calculated pursuant to Section 8.05 of such Signatory Airline's Airport Use Agreement.

"**Terminal Ramp Rate**" means, for any Fiscal Year, the Terminal Ramp Rate established for such Fiscal Year pursuant to Article 8.

"**Terminal Rentals**" means, with respect to each Signatory Airline, the Terminal Rentals calculated pursuant to Section 8.04 of such Signatory Airline's Airport Use Agreement.

"**Terminal Rental Rate**" means, for any Fiscal Year, the Terminal Rental Rate established for such Fiscal Year pursuant to Article 8.

"**Transfer**" means a Transfer as defined in Section 4.03(a).

"**Trust Account**" has the meaning set forth in Section 17.02(b).

"**Waste Sections**" has the meaning set forth in Section 15.11.

"**Work**" means collectively the planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair.

Section 1.02: Interpretation

(a) The terms "hereby," "herein," "hereof," "hereunder" and any similar terms used in this Agreement refer to this Agreement.

(b) The term "including" shall be construed to mean "including, without limitation."

(c) All references in this Agreement to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits, unless otherwise expressed or indicated, are to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits of this Agreement and to the same Articles, Sections, subsections, clauses, provisions, sentences and Exhibits of each other Signatory Airline's Airport Use Agreement.

(d) Words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities, including public bodies as well as natural persons.

(e) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

(f) Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

(g) All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

(h) Unless specified otherwise, a reference to a law is considered to be a reference to (i) such law as it may be amended, modified or supplemented from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such law, (iii) the successor to the law resulting from recodification or similar reorganizing of laws and (iv) all future laws pertaining to the same or similar subject matter.

Section 1.03: Incorporation of Exhibits

The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A	Plat of Midway International Airport
Exhibit B	Cost Centers
Exhibit C	Outstanding Bonds
Exhibit D	Leased Premises
Exhibit E	Surviving Agreements
Exhibit F	Aircraft Parking Positions
Exhibit G	Allocation Methodology
Exhibit H	Description of Operation and Maintenance Responsibilities
Exhibit I	Form of Performance and Payment Bond
Exhibit J	Airline Project Procedures
Exhibit K	Capital Project Procedures
Exhibit L	Compliance with all Laws
Exhibit M	Affirmative Action
Exhibit N	Previously Approved Capital Projects
Exhibit O	Methodology of Calculating Rentals, Fees and Charges

Any changes that occur from time to time pursuant to the terms of this Agreement shall be reflected in revised Exhibits provided by the City to the Airline. Such revisions shall be deemed effective without requiring a formal amendment to this Agreement.

ARTICLE 2: TERM

Section 2.01: Term of Agreement

Subject to execution and delivery by both the Airline and the City, and to the provisions of Article 6, this Agreement shall become effective and binding upon the parties hereto as of January 1, 2013 (the "**Effective Date**"). If, however, the City and the Airline execute this Agreement after December 31, 2012, the Effective Date shall be such date as is mutually agreed to by the City and the Airline and reflected on the signature pages of this Agreement. Subject to earlier termination pursuant to the provisions of Article 16, this Agreement shall terminate on December 31, 2027.

Section 2.02: Surviving Agreements

As of the Effective Date, except for those agreements and leases listed on Exhibit E, all prior agreements or leases between the City and the Airline with respect to the Airport shall be deemed terminated and shall be of no further force or effect.

Section 2.03: Termination of Agreements

Upon the effective date of an agreement (other than an Airport Use Agreement) approved by a Majority-in-Interest and the City setting forth the rights and obligations of the Signatory Airlines in connection with rentals, charges or fees paid with respect to the Airport, each Airport Use Agreement, if any, effective as of such date shall terminate.

ARTICLE 3: USES, RIGHTS AND PRIVILEGES

Section 3.01: Use of the Airport

The Airline and the City acknowledge and agree that the Airline is performing an important service to users of the Airport which is vital for the economic development of the City. Subject to the terms of this Agreement, the restrictions contained in Section 3.02, the Rules and Regulations and all other applicable laws, rules, regulations, codes, ordinances and orders and the rights of the City to monitor the Airline's compliance with this Agreement in order to ensure that the Airport operates in the most effective and efficient way possible, the Airline shall have the right to conduct an Air Transportation Business at the Airport and to perform only those operations and functions as are incidental or reasonably necessary to the conduct of the Airline's Air Transportation Business and as would be permitted at similarly situated airports. Specifically, the Airline shall have the right:

(a) to land, take off, fly, taxi, tow, park, load and unload the Airline's aircraft and other equipment of the Airline used by the Airline in the operation of scheduled, shuttle, courtesy, test, training, inspection, emergency, special, charter, sightseeing and other flights, including the right to load and unload the Airline's aircraft upon its assigned aircraft parking positions;

(b) to use the aircraft parking positions described on Exhibit F, subject to the provisions of Article 5,

(c) to transport, load and unload airline crews and other personnel, passengers, cargo, baggage, property and mail to, from and at the Airport by such loading and unloading devices, automobiles, buses, trucks and such other means of conveyance as the Airline may choose or require in connection with its Air Transportation Business at the Airport and at such locations as the Commissioner may designate;

(d) to the extent necessary, to repair, maintain, condition, service, tow, test, park and store aircraft and other equipment of the Airline in areas designated for such purposes by the Commissioner and on the conditions and terms designated by the Commissioner;

(e) to maintain and operate office facilities for general, administrative, operations and other functions associated with the Airline's Air Transportation Business;

(f) to enplane and deplane passengers, handle reservations, ticketing, billing and manifesting of passengers, and handle baggage, express mail and shipments, cargo, property and mail.

(g) of ingress to and egress from the Airport including the Airline's Leased Premises, for the Airline's employees, agents, passengers, Contractors, guests, patrons, invitees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery and other property; *provided, however* that the foregoing shall not preclude the City from (i) subjecting such persons to the City's then current Rules and Regulations, including those pertaining to airport security, (ii) requiring such persons to enter into an agreement with the City, or (iii) imposing any tax, charge, or permit or license fee;

(h) to install, subject to the prior approval of the City, and to maintain and operate, alone or in conjunction with any other air transportation company or companies, or through a nominee, such radio, communications, flight information display systems, meteorological and aerial navigation equipment, facilities and associated wiring, as may be necessary or convenient for the Airline's Air Transportation Business at the Airport, in or on the Airline's Leased Premises, and at other locations at the Airport;

(i) to use, in common with others so authorized, the public address system serving the Terminal Area and the aircraft parking positions;

(j) to use water and electric power, telephone and preconditioned air systems supplied by the City at or adjacent to the Airline's Leased Premises; and to purchase, install, use and maintain, at the Airline's aircraft parking positions, loading bridges and mobile stair devices for the loading, unloading and general servicing of the Airline's aircraft, 400 Hertz auxiliary power systems, air start systems and other miscellaneous aircraft and aircraft-related support equipment and facilities;

(k) to purchase or otherwise obtain services and personal property of any nature, including aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, propellants, food and beverages, including food and beverages for consumption aloft, passenger supplies and other materials, equipment, supplies, articles and goods, used or acquired by the Airline in connection with or incidental to the Airline's Air Transportation Business at the Airport;

(l) to erect, maintain and station security devices and to conduct a security check operation of passengers, baggage and packages in the Airline's Leased Premises and in public areas of the Terminal Area approved by the Commissioner;

(m) to use the areas designated as airline employee parking facilities for the parking of its employees' vehicles pursuant to an operating agreement, lease or other arrangement containing such reasonable terms and conditions and subject to the payment of such reasonable fees as the City shall determine;

(n) to station its employees or agents in the Airline's Leased Premises and in other areas of the Airport approved by the Commissioner to provide baggage check-in or skycap services, subject to compliance with the Airport's rules and regulations, including security requirements.

(o) subject to the Commissioner's approval, to install, maintain and use flight information display screens, identifying signs and the Airline's logo in the Airline's Leased Premises; *provided, however*, that posters, displays and other materials which advertise the services offered by the Airline to the traveling public ("**Promotional Materials**") may be allowed in the Airline's Leased Premises on a short-term, limited basis, so long as the Airline has given the City five (5) days prior written notice of its intent to place such Promotional Materials in its Leased Premises together with a copy of the materials proposed to be used, and the City has not objected in writing to the Airline's use of such Promotional Materials within such five (5) day period. The City reserves the right to place advertising displays in all areas of the Airport that are visible to the public excluding the Airline's Leased Premises.

(p) except to the extent inconsistent with any concession agreement with respect to the Airport between the City and a concessionaire at the Airport, (i) to operate and maintain in the Airline's Leased Premises, Airline-sponsored passenger clubs where the Airline may serve alcoholic or other beverages to members of such clubs (*provided, however*, that unless the Commissioner shall otherwise consent, (A) the Airline may not serve food to members in such clubs and (B) no charge shall be made by the Airline for beverages or food furnished by it in such clubs), and (ii) to serve in the Airline's holdroom areas, non alcoholic beverages, and, with the consent of the Commissioner, food, to its passengers without charge;

(q) to install, maintain and operate, in the Airline's Leased Premises, customer relations, security and waiting room facilities and equipment; reservations offices; administrative offices; crew base facilities; operations offices; lockers, restrooms and related facilities for its employees; baggage, cargo and mail handling and storage facilities and equipment;

(r) to train personnel in the employ of the Airline at the Airport; and

(s) subject to the provisions of the MATCO Agreement, to use the Fuel System for the receipt, distribution, storage, handling, purchase, sale and dispensing of Fuel for aircraft, vehicles and equipment operated by the Airline.

Section 3.02: Restrictions

All rights of the Airline hereunder are subject to the following specific restrictions:

(a) The grant of such rights does not authorize the Airline to conduct a separate business at the Airport, but permits the Airline to conduct such activities only insofar as they are necessary or incidental to the conduct of the Airline's Air Transportation Business at the Airport and to the conduct of handling arrangements approved pursuant to Section 3.03.

(b) Other than for the provision of air transportation services and except as specifically authorized in Section 3.01(p), (i) the Airline shall not use or permit the use of any portion of its Leased Premises for the purpose of selling, offering for sale, dispensing or

providing any merchandise, product or services and (ii) nothing contained herein is intended to or shall be construed to authorize or permit the Airline to conduct any activity or to operate any direct or indirect business operation which in any manner competes with any authorized concession activity at the Airport without the approval of the City and the payment to the City of concession fees.

(e) The Commissioner may, from time to time, temporarily or permanently close roadways, doorways and, subject to the following sentence, any other area at the Airport; *provided, however*, that, if time permits, the Airline shall be consulted with regard to such closings in order to minimize the disruption of services being provided. In addition, upon not less than one hundred twenty (120) days prior written notice to the Airline, the Commissioner may, from time to time, temporarily or permanently, close Taxiways, Runways and ramp areas at the Airport; *provided* that in an emergency situation or if the closure will be for forty eight (48) hours or less, no such prior notice of closure shall be required. Except in an emergency situation or if the closure will be for forty eight (48) hours or less, not less than fourteen (14) days prior to the closure of any Taxiway, Runway or ramp area at the Airport, the Commissioner shall confirm to the Airline in writing the dates of such closure.

(d) The Commissioner may prohibit the use of any portion of the Airfield Area by any aircraft operated or controlled by the Airline which exceeds the design strength of the paving of the runways and taxiways at the Airport, or any other standard design criteria.

(e) The Airline shall not do or authorize to be done anything which may interfere with the effectiveness of the drainage and sewage system, water system or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(f) The Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport of which the City has provided notice to the Airline or the Airline is otherwise aware. If, by reason of any failure on the part of the Airline to comply with the provisions of this Agreement, the cost of any such insurance or extended coverage is, in the view of the City, at any time higher than it otherwise would be, then the Airline shall pay the City that part of all premiums paid by the City which are charged because of such violation or failure by the Airline.

(g) The Airline shall limit its training flights into and out of the Airport to necessary FAA qualification flights, and shall coordinate such training and other nonscheduled flight activities with representatives of the City. If requested by the City, the Airline shall restrict all such activities to certain hours so as not to interfere with scheduled flight activities of other aircraft operators using the Airport.

(h) As soon as possible, after obtaining any necessary approval from appropriate governmental agencies, the Airline shall remove any of its disabled aircraft from the Airfield Area upon the request of the City. The Airline shall place and/or store any such disabled aircraft only in such hangar facilities as may be leased or owned by the Airline at the Airport and/or in such storage areas as may be designated by the City, in which latter event such storage shall be

only upon such reasonable terms and conditions as at that time may be established by the City, consistent with any directives of the FAA and the National Transportation Safety Board. In the event the Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, the City may, but shall not be obligated to, cause the removal of such disabled aircraft by any reasonable means; *provided, however,* the City shall give the Airline reasonable prior notice of its intent to do so. If the City removes, or causes another to remove the Airline's disabled aircraft, the Airline shall pay to the City, upon receipt of an invoice, the costs incurred for such removal, including the cost of labor. The Airline shall also pay any damages incurred by, or imposed upon the City, resulting from the removal by the City or another of such disabled aircraft.

(i) The Airline may not load or unload an all-cargo aircraft on the ramp areas adjacent to the Terminal Area facilities.

(j) The Airline shall not use, store, transport, or dispose of any fuels, oil, grease, lubricants, or other Hazardous Materials to, from, within, or upon the Airport in a manner which violates any of the Environmental Laws.

Section 3.03: Handling Arrangements

(a) For so long as the Airline actively conducts an Air Transportation Business at the Airport, the Airline may use, subject to the provisions of Section 3.03(b) and to the prior written consent of the Commissioner (which consent shall not be unreasonably withheld), its Leased Premises and adjacent Terminal Ramp Area for the handling of the air transportation operations of any other air transportation company or companies using the Airport to the same extent as they may be used for the operations of the Airline; *provided, however,* that the Airline shall be liable for such handling operations to the same extent as any other activities under the terms of this Agreement. The handling operations shall be subject to compliance with all applicable FAA and City standards.

(b) The Commissioner's consent to a handling arrangement pursuant to Section 3.03(a) will be for a term of no more than three years. At the end of any such term, a handling arrangement shall be deemed to be terminated unless the Airline sends written notice to the City at least thirty (30) days prior to the expiration of the term of the handling agreement that the Airline intends to extend the term of the handling agreement for a period of no more than two years and the Commissioner consents in writing to such extension of the handling agreement.

ARTICLE 4: LEASE OF PREMISES

Section 4.01: Lease of Airline Premises

Commencing on the Effective Date, the City hereby leases to the Airline, subject to the provisions of Article 5, the Leased Premises described and shown on Exhibit D, including the Joint Use Premises described and shown on Exhibit D.

Section 4.02: Substitution of Space; Surrender of Space; Additional Space

(a) Any revision to the Airline's Leased Premises at any time shall be reflected in a revised Exhibit D approved by the Commissioner and the Airline, which revision shall not be deemed to be an amendment to this Agreement.

(b) Subject to the provisions of Section 6.04, any space in the Airport leased to the Airline in substitution for or as additional space to be included among the Leased Premises shall be included in space leased hereunder on the same terms and conditions and at the same rental per square foot of such substituted or additional space, as is herein provided for the category of the space as to which such substitution or addition occurs.

Section 4.03: Assignment and Sublease.

(a) The Airline covenants that it will not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber (any of the foregoing events being referred to as a "Transfer") the Leased Premises or assigned aircraft parking positions or any part thereof, or any rights of the Airline hereunder or any interest of the Airline in this Agreement, nor will the Airline allow the use of such Leased Premises or assigned aircraft parking positions hereunder by any other person, except as otherwise provided in this Agreement, without in each instance having first obtained the prior written consent of the City as set forth below. In determining whether or not to consent to a Transfer, the City will take into account, among other factors, the balanced utilization of the Airport facilities and operational considerations relating to the proposed transferee. The consent of the City Council of the City on behalf of the City shall be required for any Transfer of (i) all of Airline's Leased Premises, (ii) all rights of the Airline hereunder or (iii) all of the Airline's interest in this Agreement. The consent of the Commissioner on behalf of the City shall be required for any other Transfer. Consent by the City to any type of Transfer described in this Section 4.03 or elsewhere in this Agreement shall not in any way be construed to relieve the Airline from obtaining further authorization from the City for any subsequent Transfer of any nature whatsoever. As a condition to the City's consent to a proposed sublease, the proposed sublessee shall execute a license agreement between the sublessee and the City in a form acceptable to the City.

(b) In the event that the Airline subleases any of its Leased Premises pursuant to this Section 4.03, the Airline shall charge the sublessee no more than the sum of the following:

(i) an amount equal to a pro rata share of the sum of the Terminal Rentals and Terminal Ramp Fees payable by the Airline with respect to such areas during the period of such sublease as calculated herein; and

(ii) additional amounts sufficient for the Airline to recover its direct costs, if any, of such sublease, including a reasonable allocation of tenant improvement costs and equipment costs for property and equipment owned by the Airline, which additional amounts shall not exceed 15 percent of the sublessee's pro rata share of Terminal Rentals and Terminal Ramp Fees; *provided, however*, that in the event the Airline's direct costs exceed 15 percent of the sublessee's pro rata share of Terminal Rentals

and Terminal Ramp Fees, the Airline shall have the right to petition the Commissioner for approval of an increase in the applicable percentage, which approval shall be in the sole discretion of the Commissioner;

provided that (A) in any case, the rates charged by the Airline hereunder shall not be less than the rates charged by the City for the use of City-Controlled Facilities, and (B) the Commissioner shall have the right to waive or amend the restrictions contained in this subsection on the Airline's sublease charges.

(c) Notwithstanding any Transfer with or without City consent, the Airline shall remain fully liable for the payment of all of its Airline Fees and Charges and fully responsible for the performance of all of its other obligations hereunder.

(d) Any and all requests by the Airline for consent under Section 4.03(a) shall be made in writing by certified mail to the City and shall include copies of the proposed documents of Transfer. Said documents of Transfer shall completely disclose any and all considerations made or to be made to the Airline for said Transfer.

(e) If any Transfer shall occur, whether or not prohibited by this Section 4.03, the City may collect Airline Fees and Charges from any assignee, sublessee or other transferee of the Airline and in such event shall apply the net amount collected to the Airline Fees and Charges payable by the Airline hereunder without such action by the City releasing the Airline from this Agreement or any of its obligations hereunder. If any Transfer prohibited by this Section 4.03 shall occur without the consent of the City and the City collects Airline Fees and Charges from any assignee, sublessee or other transferee of the Airline and applies the net amount collected in the manner described in the preceding sentence, such actions by the City shall not be deemed to be a waiver of the covenant contained in this Section 4.03 or constitute acceptance of such assignee, sublessee or transferee by the City.

(f) Any sublease or assignment shall require the sublessee or the assignee to be bound by all of the terms and provisions of this Agreement and other applicable requirements external to this Agreement imposed by the City on Signatory Airlines. For purposes of interpretation of the immediately preceding sentence, in all provisions of this Agreement and other airport requirements applicable to the "Sublessee" or the "Assignee" including Section 13.01 of this Agreement requiring that the City, its elected and appointed officials, officers, agents and employees be indemnified, reference to the "Airline" shall be deemed to refer to the Sublessee or Assignee.

(g) Any sublease or assignment under this Section 4.03 must expressly name the City as a third-party beneficiary of the sublessee's or the assignee's obligations under the sublease or the assignment and granted a direct right of enforcement thereunder to the City.

Section 4.04: Quiet Enjoyment

The City covenants, unless otherwise provided by this Agreement, that, if the Airline shall perform all obligations and make all payments as provided herein, the Airline shall peaceably have and enjoy the Leased Premises and all the rights, privileges, appurtenances and facilities granted herein.

Section 4.05: Surrender

The Airline covenants and agrees to yield and deliver peaceably to the City possession of the Leased Premises on the date of the cessation of the lettings hereunder, whether such cessation be by termination, expiration or otherwise, promptly and in as good condition as at the commencement of the lettings, reasonable wear and tear excepted or, if improved, in as good condition as of the completion date of the last improvement made to the Leased Premises, reasonable wear and tear excepted.

Section 4.06: No Warranty of Condition or Suitability

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR THAT THE LEASED PREMISES SHALL BE SUITABLE FOR THE AIRLINE'S PURPOSES OR NEEDS. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LATENT DEFECT AND THE AIRLINE SHALL NOT, UNDER ANY CIRCUMSTANCES, WITHHOLD ANY RENTALS OR OTHER AMOUNTS PAYABLE TO THE CITY HEREUNDER ON ACCOUNT OF ANY DEFECT IN THE LEASED PREMISES. BY ITS ENTRY ONTO THE LEASED PREMISES, THE AIRLINE ACCEPTS THE LEASED PREMISES AS BEING FREE AND CLEAR FROM ALL DEFECTS AND IN GOOD, SAFE, CLEAN AND ORDERLY CONDITION AND REPAIR.

Section 4.07: City's Title

Subject to the provisions of Section 4.04 hereof, the City's title to the Leased Premises and the Airport is and always shall be paramount to the interest of the Airline in the Leased Premises. Nothing herein contained empowers the Airline to commit or engage in any act which can, shall or may encumber the title of the City.

Section 4.08: City's Right of Entry

The City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter the Airline's Leased Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, for environmental testing in accordance with Section 15.03, and for any other purpose necessary for or incidental to or connected with the performance of the City's obligations hereunder, or in the exercise of its governmental functions or in the City's capacity as Airport owner. The City shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless the Airline has consented to disclosure or has publicly released such information.

ARTICLE 5: REALLOCATION OF SPACE

Section 5.01: General

The City intends to maintain a policy of providing open access to the Airport and achieving a balanced utilization of Airport facilities. To achieve that goal, the City has: (a) retained under its exclusive possession and control the City-Controlled Facilities (Section 5.02, below); (b) established procedures for the consensual reallocation of space and accommodation among airlines (Section 5.03, below); (c) reserved to the City the right to require sharing and temporary use of Leased Premises (Section 5.04, below); (d) established priorities to accommodate requests for facilities by airlines seeking to expand their present service at the Airport or airlines seeking entry into the Airport (Section 5.05, below), and (e) established certain utilization requirements (Section 5.06, below).

Section 5.02: Accommodation Through City-Controlled Facilities

(a) The City may retain under its exclusive control and possession certain City-Controlled Facilities. It is the intent of the City to use, at its discretion, any City-Controlled Facilities to accommodate (i) Signatory Airlines whose premises have been relocated by the City as a result of reconstruction, renovation or maintenance by the City; (ii) airlines not requiring permanent facilities or airlines requiring temporary accommodation pending allocation of permanent facilities; and (iii) other space requirements of Signatory Airlines and Non-Signatory Airlines. The Airline may request and the City may grant to the Airline the right to use, in common with other airlines designated by the City, City-Controlled Facilities subject to the payment by the Airline of a fee to the City determined by the City for such use, which fee shall be reasonable in relationship to the costs of such facilities.

(b) The allocation of City-Controlled Facilities shall be determined periodically by the City in accordance with its Rules and Regulations.

Section 5.03: Consensual Accommodation

If an airline, including an airline seeking to expand its present service at the Airport or an airline seeking entry into the Airport, is in need of space or facilities, which need has not been satisfied by use of the City-Controlled Facilities, the City shall direct such airline to request in writing the use of the space or facilities of Signatory Airlines. The Signatory Airlines receiving such a request shall make reasonable efforts to accommodate such requests and shall respond to any such request in writing within ten (10) business days of receipt of the request. If such response is a denial of the request, the response shall state specific and detailed reasons for such denial.

Section 5.04: Accommodation Through Sharing and Temporary Use of Leased Premises

(a) In the event (i) the City receives a written request from an airline requesting space or facilities at the Airport, (ii) the requesting airline demonstrates to the City that it has contacted all Signatory Airlines and has exhausted all reasonable efforts to find reasonable accommodation for its proposed operations and the space or facilities it needs, and (iii) the City determines that

such requesting airline needs the requested space or facilities to accommodate passengers or aircraft and such need cannot be met by use of City Controlled Facilities, if any, the City may grant such requesting airline, in accordance with the priorities set forth in Section 5.05, the right of temporary or shared use of all or a designated portion of an Airline's Leased Premises, as may be required. An offer or accommodation by a Signatory Airline which conditions providing requested space or facilities upon the payment of rentals to such Signatory Airline in excess of the applicable amount set forth in Section 4.03(b) of this Agreement shall be deemed unreasonable for purposes of clause (ii) above; *provided, however*, that if the Signatory Airline's documented direct costs exceed the applicable amount set forth in Section 4.03(b) hereof, the Airline shall have the right to petition the Commissioner for approval of the rentals being required of such requesting airline, which approval shall be in the sole discretion of the Commissioner.

(b) In the event the City determines that a requesting airline's needs require granting such requesting airline the right to share or temporarily use the Leased Premises of one or more Signatory Airlines, the City shall serve written notice to each affected Signatory Airline of that determination and notice of the City's intention to make a further determination, in not less than thirty (30) days, as to how the requesting airline will be accommodated.

(c) In accordance with the priorities set forth in Section 5.05 and in accordance with Rules and Regulations, the City may grant the requesting airline the right of shared or temporary use of all or a designated portion of the Airline's Leased Premises, including rights of ingress and egress, the right to use the aircraft parking positions adjacent to such portion of the Airline's Leased Premises and the right to use loading bridges and other appurtenant equipment which are reasonably necessary for the effective use of such premises, and the Airline shall accommodate such requesting airline on all or such portion of the Airline's Leased Premises in a commercially reasonable manner, taking into account the nature of both the Airline's and the requesting airline's operations, which manner of accommodation shall be subject to the approval of the Commissioner; *provided* that:

(i) the requesting airline has furnished a certificate of insurance evidencing insurance of the types and with the limits and deductibles required to be carried by the Airline hereunder and endorsed to include the Airline as an additional insured;

(ii) the requesting airline has provided the Airline with indemnification reasonably satisfactory to the Airline; *provided, however*, that the Airline may not require any indemnification more favorable to it than that which it provides to the City hereunder;

(iii) the requesting airline has provided the Airline with a security deposit reasonably satisfactory to the Airline;

(iv) the requesting airline has provided the City with indemnification reasonably satisfactory to the City together with a security deposit equal to ninety (90) days of estimated fees and charges payable to the City with respect to such airline's operations;

(v) the requesting airline's proposed use does not result in an actual or threatened strike, boycott, picketing, slow down, work stoppage or other type of labor action; and

(vi) the requesting airline has agreed to pay the Airline (on reasonable payment terms), the applicable amount set forth in Section 4.03(b).

Section 5.05: Priorities for Accommodation

(a) If the City receives a request from an airline seeking to expand its present service at the Airport or an airline seeking entry into the Airport, the City shall accommodate such request by:

(i) providing access to City-Controlled Facilities in accordance with the provisions of Section 5.02;

(ii) encouraging such airline to request consensual accommodation from Signatory Airlines pursuant to Section 5.03; and

(iii) invoking the accommodation provisions of Section 5.04.

(b) In designating the specific Leased Premises for temporary or shared use by the requesting airline the City shall take into account the following (in the following order of importance):

(i) the number of total daily scheduled departing seats from each Gate;

(ii) scheduling considerations;

(iii) union work rules;

(iv) aircraft parking position locations; and

(v) other operational considerations.

(c) The City shall consult with the Airline in designating the specific Leased Premises of the Airline to be utilized by a requesting airline. In any event, if the Airline is required to share its Leased Premises, it shall have priority in all aspects of usage of such shared premises over all other airlines.

Section 5.06: Utilization Requirements

(a) The Airline shall maintain a Daily Average Utilization with respect to the Airline's Gates of at least 1,000 scheduled departing seats per day per Gate. "**Daily Average Utilization**" shall mean with respect to the Airline's Gates the average number of departing seats per day per Gate that is part of the Airline's Leased Premises calculated by dividing the total scheduled departing seats from the Airline's Gates published for sale to the public by the Airline in any normal seven (7) consecutive day period by seven (7); *provided, however*, that in the

event that the Airline's actual total weekly departing seats from the Airport are materially less than the published scheduled departing seats for any four (4) seven (7) consecutive day periods within a calendar quarter, the City shall have the right to use the actual total weekly departing seats for purposes of the calculation pursuant to this Subsection 5.06(a). For purposes of calculating the Daily Average Utilization standards as set forth in this Section 5.06(a), the City shall include in such calculation the departing seats per day of the Airline, any airline that is an Affiliate of the Airline, any other airlines that are being handled by the Airline on the Airline's Leased Premises pursuant to a handling agreement between the Airline and any such other airline, and any airline that is a code share partner of the Airline so long as the flights of such code-share partner from the Airport are operated solely under the designation of the Airline.

(b) In the event that the Airline does not meet the applicable level of activity with respect to the Airline's Leased Premises, the City may from time to time, upon thirty (30) days' prior written notice to the Airline, terminate this Agreement with respect to, and delete from, the Airline's Leased Premises, that number of the Airline's Gates as may be necessary to cause the Airline to meet the Daily Average Utilization standard for its Gates.

(c) In the event that the City deletes any of the Airline's Gates pursuant to this Section 5.06, the City shall also have the right to terminate this Agreement with respect to, and delete from, the Airline's Leased Premises, an appropriate amount of square feet of other Leased Premises of the Airline that the City deems reasonably necessary for the efficient utilization of such deleted Gates.

Section 5.07: Revisions to Airline Leased Premises

Any revision to the Airline's Leased Premises pursuant to this Article 5 shall be reflected in a revised Exhibit D, as is appropriate, approved by the Commissioner, which revision shall not be deemed to be an amendment to this Agreement.

ARTICLE 6: TRANSITION PROVISIONS

The Airline and the City acknowledge and agree that upon execution and delivery of this Agreement by the Airline, the rates and charges then in effect for the Airline's use of the Airport will be reset and adjusted, retroactive to the Effective Date, so that such rates and charges are calculated in accordance with the provisions of this Agreement, except that no such retroactive adjustment will be made with respect to amounts, if any, theretofore included in the calculation of Airline's Airline Fees and Charges in respect of the Fund Deposit Requirements for the Repair and Replacement Fund.

ARTICLE 7: CREATION OF FUNDS

Section 7.01: Creation of Funds

(a) The City has created the following Funds:

(i) Revenue Fund;

(ii) O&M Fund, including an O&M Reserve Account;

(iii) Repair and Replacement Fund;

(iv) Emergency Reserve Fund;

(v) Special Project Fund; and

(vi) Airport Development Fund.

(b) Amounts held in all Funds shall be used for the purposes set forth in this Agreement and any Bond Ordinance.

(c) To the extent a Bond Ordinance creates any Fund Deposit Requirements to be funded from Landing Fees, Terminal Ramp Fees, Terminal Rentals, Equipment Fees or Fueling Fees that, in the aggregate, are greater than the Fund Deposit Requirements set forth herein, a Majority-in-Interest of the Signatory Airlines shall have the right to approve such Fund Deposit Requirements. The Fund Deposit Requirement provisions of a Bond Ordinance shall be deemed approved by a Majority-in-Interest of the Signatory Airlines if a Majority in Interest does not disapprove of a draft of such provisions (in substantially the form ultimately adopted in the Bond Ordinance) in writing to the City within forty-five (45) days of the submission of the draft to the Signatory Airlines.

Section 7.02: Deposits into Funds

(a) At any time when a pledge of Revenues under a Bond Ordinance is not in effect, all Revenues collected by the City shall be promptly deposited into the Revenue Fund, and any amounts deposited in the Revenue Fund at any time shall be disbursed and applied by the City as required to make the following deposits on the following dates and in the following amounts with respect to each Fiscal Year.

(i) By the first business day immediately preceding the tenth (10th) day of each month, the City shall deposit into the O&M Fund one twelfth (1/12) of the projected O&M Expenses for such Fiscal Year plus one twelfth (1/12) of the Fund Deposit Requirements (if any) for the O&M Reserve Account; *provided, however*, that if, in accordance with Section 9.03, the City adjusts the remaining monthly Airline Fees and Charges for such Fiscal Year, the amount required to be deposited in the O&M Fund each month of the remaining portion of such Fiscal Year shall be increased or decreased as appropriate.

(ii) On the first business day immediately preceding the first (1st) and one hundred eighty-second (182nd) day of such Fiscal Year, the City shall make the following deposits in the manner and order of priority set forth below:

First: The City shall deposit into the Repair and Replacement Fund an amount equal to one-half (½) of the Fund Deposit Requirement for the Repair and Replacement Fund for such Fiscal Year.

Second: The City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (½) of the Fund Deposit Requirement for the Emergency Reserve Fund for such Fiscal Year.

Third: The City shall next deposit into the Special Project Fund an amount equal to one-half (½) of the Fund Deposit Requirement for the Special Project Fund for such Fiscal Year.

(iii) The City shall deposit into the Airport Development Fund the amounts required to be deposited therein for such Fiscal Year pursuant to Section 8.08.

(b) At any time when a pledge of Revenues under a Bond Ordinance is in effect, all Revenues collected by the City shall be applied as set forth in the Bond Ordinance.

(c) The Fund Deposit Requirements for each Fund and/or account for each Fiscal Year shall be as follows:

(i) The Fund Deposit Requirement for the O&M Reserve Account of the O&M Fund shall equal the amount which together with the balance in the O&M Reserve Account shall be equal to one-sixth (1/6) of the projected O&M Expenses for such Fiscal Year.

(ii) The Fund Deposit Requirement for the Repair and Replacement (R&R) Fund shall equal $_____ Adjusted for Inflation.

(iii) The Fund Deposit Requirement for the Emergency Reserve Fund shall equal $ for the Fiscal Year ending December 31, 2013. For each Fiscal Year thereafter, the Fund Deposit Requirement for the Emergency Reserve Fund shall equal the amount necessary to bring the balance in the Emergency Reserve Fund up to the Required Balance for such Fiscal Year. The Required Balance shall be $_____ Adjusted for Inflation.

(iv) For each Fiscal Year, the Fund Deposit Requirement for the Special Project Fund shall equal the amount designated by a Majority-in-Interest to be expended on capital projects approved by a Majority-in-Interest.

(d) If at any time when deposits are required to be made to any Funds pursuant to this Section 7.02, moneys held in the Revenue Fund are insufficient to make any such required deposit, the deposit shall be made on the next applicable deposit date after required deposits into all other Funds of higher priority are made in full.

Section 7.03: Uses of Funds

The moneys on deposit in the Funds described in this Article 7 shall be used in accordance with the provisions of this Agreement and the Bond Ordinance.

(a) Any balance in the Revenue Fund after the deposits and transfers set forth herein shall remain in the Revenue Fund and shall be available only (i) to meet deficiencies arising in any of the Funds in the order of their priority and (ii) to make future deposits and transfers required hereunder.

(b) The moneys in the O&M Fund, including the O&M Reserve Account, shall be used by the City to pay O&M Expenses.

(c) The moneys in the Repair and Replacement (R&R) Fund shall be used for paying the cost of maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes.

(d) The moneys in the Emergency Reserve Fund shall be used for the following purposes:

(i) In the event any payment on account of any awards, judgments or settlements resulting from any of the events described in Section 13.01 becomes due and payable in any Fiscal Year, the City shall withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount of such payment or (2) the balance of the Emergency Reserve Fund and shall apply such amount to such payment, before including any amounts attributable thereto as O&M Expenses in the calculation of Airline Fees and Charges.

(ii) In the event there are, in any Fiscal Year, amounts owed by any Signatory Airline to the City that are unpaid when due and reasonably deemed uncollectible by the City after collection efforts have been undertaken in accordance with Section 9.05(c), the City shall make payments out of the Emergency Reserve Fund to pay such amounts before including such amounts in the calculation of Airline Fees and Charges.

(e) The moneys in the Special Project Fund shall be used for payment of capital projects approved by a Majority in Interest.

(f) The moneys in the Airport Development Fund may be used by the City for any lawful Airport purpose in the City's sole discretion. All investment income on moneys held in the Airport Development Fund shall remain in such account, subject to the foregoing uses.

ARTICLE 8: COST CENTERS; CALCULATION OF RENTALS, FEES AND CHARGES

Section 8.01: Cost Centers

In order to allocate the net cost of operating, maintaining and developing the Airport among all of the Signatory Airlines, the following Cost Centers have been created hereunder:

(a) Airfield Area;

(b) Terminal Area;

(c) Terminal Ramp Area;

(d) Parking and Roadway Area;

(e) Support Facilities Area;

(f) Equipment Cost Center;

(g) Indirect Cost Center;

(h) Fueling Cost Center; and

(i) FIS Cost Center.

The City may elect, with approval of a Majority-in-Interest, to create additional cost centers in the future with appropriate fees related thereto. In connection therewith, the Commissioner shall have the right to enter into and execute, on behalf of the City, any amendment to this Agreement reflecting the creation of any such additional cost centers and the charging of fees related thereto, without any further action of the City or the City Council of the City.

Section 8.02: Allocation Methodology

In order to calculate Airline Fees and Charges, the City shall account for, and allocate between the Cost Centers set forth in Exhibit G, O&M Expenses, Debt Service, Fund Deposit Requirements and Non-Airline Revenues. The City shall further allocate the Net Requirement of the Indirect Cost Center, the Net Requirement or Net Surplus of the Parking and Roadway Area and the Net Requirement or Net Surplus of the Support Facilities Area to the Cost Centers set forth in Exhibit G. All such allocations of expenses and revenues shall be in accordance with the allocation methodology described in Exhibit G. The aggregate of Airline Fees and Charges payable by all Signatory Airlines, together with Non-Airline Revenues and amounts paid from the Airport Development Fund pursuant to Section 8.08, for each Fiscal Year shall be sufficient to pay for the cost of operating, maintaining and improving the Airport, and to satisfy all of the City's obligations to make all deposits and payments under this Agreement and any Bond Ordinance.

Notwithstanding the foregoing, the City may change the allocation of amounts between the Cost Centers during the term of this Agreement with approval of a Majority in Interest.

Section 8.03: Landing Fees

(a) For each Fiscal Year, the Landing Fee for each Revenue Landing of an aircraft operated by the Airline shall be an amount equal to the product of (x) the number of thousands of pounds of the Maximum Approved Gross Landing Weight of the aircraft involved in the Revenue Landing, multiplied by (y) the Landing Fee Rate for such Fiscal Year.

(b) The Landing Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10th of one cent ($.001) per each one thousand (1,000) pounds) by dividing the Airfield Area requirement for such Fiscal Year calculated pursuant to Section 8.03(c), by the total Maximum Approved Gross Landing Weight in thousand-pound units of all aircraft of all Signatory Airlines landed in Revenue Landings during such Fiscal Year.

(c) The Airfield Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) O&M Expenses of the Airfield Area;

(ii) the Net Requirement of the Indirect Cost Center allocated to the Airfield Area;

(iii) Debt Service allocated to the Airfield Area;

(iv) Fund Deposit Requirements allocated to the Airfield Area;

(v) any Landing Fees payable by any Signatory Airline determined to be unpaid when due in accordance with Section 9.05 (net of (A) any security deposit then held by the City that the City has applied to the payment of such Landing Fees as set forth in Section 9.06 and (B) payments of such Landing Fees out of the funds in the Emergency Reserve Fund pursuant to Section 7.03(e)(ii));

(vi) the Net Requirement of the Parking and Roadway Area, if any, allocated to the Airfield Area;

(vii) the Net Requirement of the Support Facilities Area, if any; and

(viii) the Fueling Cost Center requirement for such Fiscal Year, includible in the Airfield Area requirement for such Fiscal Year pursuant to Section 8.11(d);

minus, for such Fiscal Year,

(i) Non-Airline Revenues of the Airfield Area, including Non-Signatory Landing Fees calculated in accordance with Section 8.09(a);

(ii) the Net Surplus of the Parking and Roadway Area, if any, allocated to the Airfield Area; and

(iii) the Net Surplus of the Support Facilities Area, if any.

Section 8.04: Terminal Rentals

(a) The Airline's Terminal Rentals for each Fiscal Year for its Leased Premises other than its Joint Use Premises shall be an aggregate amount equal to the product of (i) the number of square feet of the Airline's Leased Premises other than its Joint Use Premises, multiplied by (ii) the Terminal Rental Rate for such Fiscal Year.

(b) For each Fiscal Year, Terminal Rentals for any Leased Premises leased by the Airline pursuant to Section 4.01 as Joint Use Premises shall be determined as follows:

(i) The number of square feet of Joint Use Premises leased by the Signatory Airlines shall be multiplied by the Terminal Rental Rate for such Fiscal Year to obtain the Joint Use Premises requirement for such Fiscal Year.

(ii) Ten percent (10%) of the Joint Use Premises requirement for such Fiscal Year shall be divided equally between all Signatory Airlines leasing the Joint Use Premises.

(iii) Ninety percent (90%) of the Joint Use Premises requirement for such Fiscal Year shall be divided between all Signatory Airlines leasing the Joint Use Premises in the proportion that the number of thousands of pounds of the Maximum Approved Gross Landing Weight of each aircraft of each such Signatory Airline involved in Revenue Landings during such Fiscal Year bears to the total Maximum Approved Gross Landing Weight in thousand pound units of all aircraft of all such Signatory Airlines landed in Revenue Landings during such Fiscal Year.

(c) The Terminal Rental Rate for any Fiscal Year shall be determined by dividing the Terminal Area requirement for such Fiscal Year calculated pursuant to Section 8.04(d), by the total number of square feet of Leased Premises (including Joint Use Premises) of all Signatory Airlines.

(d) The Terminal Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) O&M Expenses of the Terminal Area;

(ii) the Net Requirement of the Indirect Cost Center allocated to the Terminal Area;

(iii) Debt Service allocated to the Terminal Area;

(iv) Fund Deposit Requirements allocated to the Terminal Area;

(v) the Net Requirement of the Parking and Roadway Area, if any, allocated to the Terminal Area;

(vi) the Equipment Cost Center requirement for such Fiscal Year, includible in the Terminal Area requirement for such Fiscal Year pursuant to Section 8.10(d); and

(vii) any Terminal Rentals payable by any Signatory Airline determined to be unpaid when due in accordance with Section 9.05 (net of (A) any security deposit then held by the City that the City has applied to the payment of such Terminal Rentals as set forth in Section 9.06 and (B) payments of such Terminal Rentals out of funds in the Emergency Reserve Fund pursuant to Section 7.03(c)(ii));

minus, for such Fiscal Year,

(i) Non-Airline Revenues of the Terminal Area, including City Controlled Facilities fees charged in accordance with Section 8.14 and allocated to the Terminal Area; and

(ii) the Net Surplus of the Parking and Roadway Area, if any, allocated to the Terminal Area.

Section 8.05: Terminal Ramp Fees

(a) For each Fiscal Year, the Airline's Terminal Ramp Fee shall be an aggregate amount equal to the product of (i) the number of square feet of Aircraft Parking Area assigned to the Airline, multiplied by (ii) the Terminal Ramp Rate for such Fiscal Year.

(b) The Terminal Ramp Rate for any Fiscal Year shall be determined by dividing the Terminal Ramp Area requirement for such Fiscal Year calculated pursuant to Section 8.05(c), by the total number of square feet of Aircraft Parking Area assigned to all Signatory Airlines.

(c) The Terminal Ramp Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) O&M Expenses of the Terminal Ramp Area;

(ii) the Net Requirement of the Indirect Cost Center allocated to the Terminal Ramp Area;

(iii) Debt Service allocated to the Terminal Ramp Area;

(iv) Fund Deposit Requirements allocated to the Terminal Ramp Area;

(v) the Net Requirement of the Parking and Roadway Area, if any, allocated to the Terminal Ramp Area; and

(vi) any Terminal Ramp Fees payable by any Signatory Airline determined to be unpaid when due in accordance with Section 9.05 (net of (A) any security deposit then held by the City that the City has applied to the payment of such Terminal Ramp Fees as set forth in Section 9.06 and (B) payments of such Terminal Ramp Fees out of funds in the Emergency Reserve Fund pursuant to Section 7.03(e)(ii)).

minus, for such Fiscal Year,

(i) Non-Airline Revenues of the Terminal Ramp Area, including City-Controlled Facilities fees charged in accordance with Section 8.14 and allocated to the Terminal Ramp Area; and

(ii) the Net Surplus of the Parking and Roadway Area, if any, allocated to the Terminal Ramp Area.

Section 8.06: Net Requirement or Net Surplus of the Parking and Roadway Area

The Net Requirement (in the case of a negative number) or the Net Surplus (in the case of a positive number) of the Parking and Roadway Area, for each Fiscal Year, shall be an amount equal to the sum of, for such Fiscal Year:

(a) O&M Expenses of the Parking and Roadway Area;

(b) The Net Requirement of the Indirect Cost Center allocated to the Parking and Roadway Area;

(c) Debt Service allocated to the Parking and Roadway Area; and

(d) Fund Deposit Requirements allocated to the Parking and Roadway Area;

minus, for such Fiscal Year, Non-Airline Revenues of the Parking and Roadway Area.

Section 8.07: Net Requirement or Net Surplus of the Support Facilities Area

The Net Requirement (in the case of a negative number) or the Net Surplus (in the case of a positive number) of the Support Facilities Area, for each Fiscal Year, shall be an amount equal to the sum of, for such Fiscal Year:

(a) O&M Expenses of the Support Facilities Area;

(b) the Net Requirement of the Indirect Cost Center allocated to the Support Facilities Area;

(c) Debt Service allocated to the Support Facilities Area; and

(d) Fund Deposit Requirements allocated to the Support Facilities Area;

minus, for such Fiscal Year, Non-Airline Revenues of the Support Facilities Area.

Section 8.08: Deposits to the Airport Development Fund

(a) If Non-Airline Revenues for any Fiscal Year exceed one hundred five percent (105%) of the average of Non-Airline Revenues for the three Fiscal Years immediately preceding such Fiscal Year, then an amount equal to such excess (being equal to (i) Non-Airline Revenues for such Fiscal Year minus (ii) the product of (A) 1.05 multiplied by (B) the average of Non-Airline Revenues for the three Fiscal Years immediately preceding such Fiscal Year), if any, but not to exceed $1,000,000 Adjusted for Inflation, shall be deposited in the Airport Development Fund, *provided* that such deposit may not be made until the City has provided to each Signatory Airline the Statement of Airline's Actual Annual Airline Fees and Charges for such Fiscal Year.

(b) If actual O&M Expenses for any Fiscal Year are less than ninety-five percent (95%) of the amount of Budgeted O&M Expenses for such Fiscal Year, then an amount equal to such difference (being equal to (i) the product of (A) 0.95 multiplied by (B) the amount of Budgeted O&M Expenses for such Fiscal Year, minus (ii) actual O&M Expenses for such Fiscal Year), if any, but not to exceed $1,000,000 Adjusted for Inflation, shall be deposited in the Airport Development Fund, *provided* that such deposit may not be made until the City has provided to each Signatory Airline the Statement of Airline's Actual Annual Airline Fees and Charges for such Fiscal Year. For the purposes of this Section 8.08(b), "**Budgeted O&M Expenses**" for a Fiscal Year means the amount of O&M Expenses for the Airport for that Fiscal Year estimated by the City's Department of Aviation and used to prepare each Airline's Statement of Airline's Estimated Annual Airline Fees and Charges.

(c) Notwithstanding the foregoing, the amounts to be deposited in the Airport Development Fund in accordance with subsections (a) and (b) of this Section 8.08 of this Agreement and all other Airport Use Agreements shall not exceed $1,500,000 Adjusted for Inflation in aggregate for any Fiscal Year.

(d) During the fifth and tenth years of this Agreement, the City, in consultation with the Signatory Airlines, shall determine whether additional increases to each of the foregoing dollar limits in this Section 8.08 would be in the interests of the Airport. If so, the City may increase the dollar limits as of January 1, 2018 and January 1, 2023, respectively, to amounts reasonably determined by the City to be in the interests of the Airport (which amounts will be Adjusted for Inflation) so long as a Majority-in-Interest does not disapprove of such increase within thirty (30) days after the City has provided notice thereof.

Section 8.09: Non-Signatory Fees and Charges

(a) The City shall charge a fee (the "**Non-Signatory Landing Fee**") for each Revenue Landing of any aircraft operated by a Non-Signatory Airline. For purposes of establishing the Non-Signatory Landing Fee Rate for each Fiscal Year, the City shall allocate a portion of the Airfield Area requirement calculated pursuant to Section 8.03(c) prior to any adjustments pursuant to Section 8.08 (excluding for purposes of such calculation for this Section 8.09(a) only, Non-Signatory Revenues of the Airfield Area) for such Fiscal Year, to the Non-Signatory Airlines on the basis of relative use of the Airfield Area by Signatory Airlines and Non-Signatory Airlines during such Fiscal Year. Such allocation of the Airfield Area

requirement shall be based upon the respective Maximum Approved Gross Landing Weight of all aircraft of all Signatory Airlines landed in Revenue Landings and the maximum landing weight of all aircraft of Non-Signatory Airlines landed in Revenue Landings during such Fiscal Year; *provided, however*, that for purposes of such allocation, the maximum landing weight of aircraft landed by Non-Signatory Airlines shall be increased by a Non-Signatory Airline premium factor to be determined by the Commissioner from time to time, which factor shall in no event be less than twenty-five percent (25%).

The Non-Signatory Landing Fee Rate for any Fiscal Year shall be determined by dividing such allocated Airfield Area requirement by the total maximum landing weight in thousand-pound units of all aircraft of all Non-Signatory Airlines landed in Revenue Landings during such Fiscal Year.

If, with respect to any Fiscal Year, the amount of Non-Signatory Landing Fees actually received by the City is more or less than the Airfield Area requirement allocated to the Non-Signatory Airlines for such Fiscal Year, such excess or deficit shall not be taken into account for purposes of determining Revenues for such Fiscal Year; instead, any such excess shall be held by the City in a fund or account separate and apart from the funds and accounts created pursuant to a Bond Ordinance, and any such excess or deficit shall be applied or taken into account, as applicable, in setting Non-Signatory Landing Fees for the next succeeding Fiscal Year.

(b) The City shall charge each Non-Signatory Airline that leases premises in the Terminal Area terminal rentals calculated at a rental rate for any Fiscal Year that is not less than one hundred twenty-five percent (125%) of the Terminal Rental Rate (calculated prior to any adjustments pursuant to Section 8.08) for such Fiscal Year.

(c) The City shall charge Non-Signatory Airlines terminal ramp fees for use of the Aircraft Parking Areas calculated at a rate for any Fiscal Year that is not less than one hundred twenty-five percent (125%) of the Terminal Ramp Rate (calculated prior to any adjustments pursuant to Section 8.08) for such Fiscal Year.

(d) The City shall charge Non-Signatory Airlines fees for use of the FIS Facility calculated at a rate for each Fiscal Year that is not less than one hundred twenty-five percent (125%) of the FIS Fee Rate for such Fiscal Year.

(e) The City shall charge Non-Signatory Airlines fees for use of the City-Controlled Facilities in accordance with Section 8.14.

Section 8.10: Equipment Fees

(a) Subject to the provisions of Section 8.10(d) and Section 11.06, the Airline's Equipment Fee for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of thousand pounds of the Maximum Approved Gross Landing Weight of each aircraft of the Airline involved in Revenue Landings during such Fiscal Year, multiplied by (ii) the Equipment Fee Rate for such Fiscal Year.

(b) The Equipment Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10 of one cent ($.001) per each one thousand (1,000) pounds) by dividing the Equipment Cost

Center requirement for such Fiscal Year calculated pursuant to Section 8.10(c), by the total Maximum Approved Gross Landing Weight in thousand-pound units of all aircraft of all Signatory Airlines landed in Revenue Landings during such Fiscal Year.

(e) The Equipment Cost Center requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) O&M Expenses allocated to the Equipment Cost Center

(ii) Debt Service allocated to the Equipment Cost Center; and

(iii) Fund Deposit Requirements allocated to the Equipment Cost Center;

minus, for such Fiscal Year, Non-Airline Revenues of the Equipment Cost Center.

(d) The foregoing provisions of this Section 8.10 notwithstanding, in the event that in any Fiscal Year the Equipment Cost Center requirement is less than $100,000, then no Equipment Fee shall be payable for such Fiscal Year and the Equipment Cost Center requirement for such Fiscal Year shall be included in the Terminal Area requirement for such Fiscal Year pursuant to Section 8.06(d).

Section 8.11: Fueling Fees

(a) Subject to the provisions of Sections 8.11(d) and 11.06, the Airline's Fueling Fees for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of gallons of Fuel distributed from the Fuel System to the Airline during such Fiscal Year, multiplied by (ii) the Fueling Fee Rate for such Fiscal Year.

(b) The Fueling Fee Rate for any Fiscal Year shall be determined by dividing the Fueling Cost Center requirement for such Fiscal Year calculated pursuant to Section 8.11(c), by the total gallons of Fuel distributed from the Fuel System to the Signatory Airlines during such Fiscal Year.

(c) The Fueling Cost Center requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) O&M Expenses allocated to the Fueling Cost Center;

(ii) Debt Service allocated to the Fueling Cost Center; and

(iii) Fund Deposit Requirements allocated to the Fueling Cost Center;

minus, for such Fiscal Year, Non-Airline Revenues of the Fueling Cost Center.

(d) In the event that for any full calendar month none of the Signatory Airlines has any Fuel distributed to it from the Fuel System, the Airline shall, for the purposes of this Section 8.11, be deemed to have had distributed to it in such month the average number of gallons of Fuel distributed to it in each of the last preceding six calendar months; *provided* that in the event

none of the Signatory Airlines had any Fuel distributed to it from the Fuel System in any of the last preceding six calendar months, the Airline shall be deemed to have had distributed to it in such month the average number of gallons of Fuel distributed to it in each of the last preceding six calendar months during which any Fuel was distributed to it.

Section 8.12: Example of Rate Methodology

Exhibit O sets forth, for illustrative purposes only, a chart describing the methodology for calculating Airline Fees and Charges pursuant to this Article 8 including the required adjustments pursuant to Section 8.08.

Section 8.13: FIS Cost Center and FIS Fees

(a) In order to calculate FIS Fees to be paid by Signatory Airlines and Non-Signatory Airlines, the City shall account for and allocate to the FIS Cost Center, in accordance with the allocation methodology set forth in Exhibit G, O&M Expenses, Debt Service (if any), FIS Facility Debt Service, Fund Deposit Requirements, Non-Airline Revenues and the Net Requirement of the Indirect Cost Center.

(b) The Airline's FIS Fees for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of Airline's Deplaned Passengers processed through the FIS Facility during such Fiscal Year, multiplied by (ii) the FIS Fee Rate for such Fiscal Year.

(c) The FIS Fee Rate for any Fiscal Year shall be determined by dividing the FIS Cost Center requirement for such Fiscal Year, calculated pursuant to Section 8.13(d), by the total number of Deplaned Passengers of all Signatory Airlines processed through the FIS Facility during such Fiscal Year.

(d) The FIS Cost Center requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) O&M Expenses allocated to the FIS Cost Center;

(ii) the Net Requirement of the Indirect Cost Center allocated to the FIS Cost Center;

(iii) Debt Service (if any) allocated to the FIS Cost Center;

(iv) FIS Facility Debt Service;

(v) Fund Deposit Requirements allocated to the FIS Cost Center; and

(vi) any FIS Fees payable by any Signatory Airline determined to be unpaid when more than 90 days past due and reasonably deemed by the City to be uncollectible,

minus, for such Fiscal Year, Non-Airline Revenues of the FIS Cost Center, including fees paid to the City by Non Signatory Airlines for the use of the FIS Facility.

(e) For purposes of Section 9.01(a), the Airline shall furnish the City with an estimate of the number of the Airline's Deplaned Passengers who will be processed through the FIS Facility during the next ensuing Fiscal Year.

(f) For purposes of Section 9.01(b)(ii), the Airline shall include the number of the Airline's Deplaned Passengers processed through the FIS Facility.

(g) The City shall include in its calculations pursuant to Section 9.02(a) and Section 9.04(a), the estimated FIS Fee Rate and the adjusted FIS Fee Rate.

(h) Not later than the fifteenth day of each month of each Fiscal Year, the Airline shall furnish the City with a statement signed by an authorized representative of the Airline, certifying the actual number of the Airline's Deplaned Passengers processed through the FIS Facility during the preceding month, accompanied by payment of the amount of FIS Fees due for such preceding month based on the actual number of the Airline's Deplaned Passengers processed through the FIS Facility. Notwithstanding the foregoing, at and in accordance with the direction of the City, the Airline shall separately pay that portion of its FIS Fees attributable to FIS Facility Debt Service.

Section 8.14: City-Controlled Facilities

The City shall charge fees to Signatory Airlines for the use of the City-Controlled Facilities on a per use basis. The City shall determine the fee schedule from time to time in consultation with the Signatory Airlines, such that the cost per departure for use of the terminal and ramp areas (but not including the Landing Fee) for a Signatory Airline using the City-Controlled Facilities is comparable to the cost per departure for use of such areas for a Signatory Airline using Leased Premises and paying the Terminal Rentals and Terminal Ramp Fee. The City shall charge Non-Signatory Airlines fees for use of the City-Controlled Facilities calculated at a rate that is not less than one hundred twenty-five percent (125%) of the then-applicable fees charged to Signatory Airlines for the City-Controlled Facilities.

ARTICLE 9: PAYMENT OF RENTALS, FEES AND CHARGES

Section 9.01: Information on Airline Operations

(a) Not later than one hundred twenty (120) days prior to the end of each Fiscal Year, the Airline shall furnish the City with an estimate of (i) the total Maximum Approved Gross Landing Weight of all aircraft to be landed at the Airport by the Airline during the next ensuing Fiscal Year, (ii) the number of Enplaned Passengers, Deplaned Passengers and through passengers of the Airline during the next ensuing Fiscal Year, and (iii) the total number of gallons of Fuel to be distributed from the Fuel System to the Airline during the next ensuing Fiscal Year.

(b) Not later than the fifteenth (15th) day of each month of each Fiscal Year, the Airline shall complete and file with the City, on forms prescribed by the City, the following information and data for the previous month:

(i) the number of the Airline's Revenue Landings and Maximum Gross Approved Landing Weight of Revenue Landings;

(ii) the number of the Airline's Enplaned Passengers, Deplaned Passengers, through passengers and non-revenue passengers departing from the Airport;

(iii) the number of Revenue Landings, Enplaned Passengers, Deplaned Passengers and through passengers and Maximum Approved Gross Landing Weight of aircraft ground handled by the Airline;

(iv) the amount of enplaned and deplaned freight, mail and other cargo, expressed in tonnage, handled by the Airline; and

(v) the number of gallons of Fuel distributed to the Airline from the Fuel System.

Section 9.02: Statement of Airline's Estimated Annual Airport Fees and Charges; Payment of Airline Fees and Charges

(a) Not later than sixty (60) days prior to the beginning of each Fiscal Year, the City shall furnish the Airline with a preliminary calculation pursuant to Article 8 for such Fiscal Year of the Terminal Rental Rate, the Airline's Terminal Rentals, the Terminal Ramp Rate, the Airline's Terminal Ramp Fee, the Landing Fee Rate, the Equipment Fee Rate and the Fueling Fee Rate, and not later than the last day of the prior Fiscal Year, the City shall furnish the Airline with a revised estimated calculation of such amounts for such Fiscal Year (the "**Statement of Airline's Estimated Annual Fees and Charges**"). Such preliminary calculation, as well as the Statement of Airline's Estimated Annual Fees and Charges, shall be based on the estimates of the City's Department of Aviation of, among other things, O&M Expenses and Non-Airline Revenues for such Fiscal Year, and, for purposes of the Statement of Airline's Estimated Annual Fees and Charges, all adjustments to the Airfield Area, Terminal Area and Terminal Ramp Area requirements pursuant to Section 8.08 shall be based on such estimates in order to determine whether there is projected growth in Non-Airline Revenue (as contemplated in Section 8.08(a)) or projected O&M Expense savings (as contemplated in Section 8.08(b)), as the case may be.

(b) Not later than the first (1st) day of each month of each Fiscal Year, the Airline shall pay, without invoice, all of its Terminal Rentals and Terminal Ramp Fees for such month, as set forth in the Statement of Airline's Estimated Annual Fees and Charges.

(c) Not later than the fifteenth (15th) day of each month of each Fiscal Year, the Airline shall furnish the City with a statement signed by an authorized representative of the Airline, certifying the actual number of the Airline's Revenue Landings, by type, model and weight of aircraft, during the preceding month, and the actual number of gallons of Fuel distributed from the Fuel System to the Airline during the preceding month, accompanied by payment of the amount of Landing Fees, and, subject to the provisions of Section 11.06, Equipment Fees and Fueling Fees due for such preceding month based on such actual number of Revenue Landings and gallons of Fuel.

Section 9.03: Adjustment of Airline Fees and Charges

In order to avoid an underpayment or overpayment of the amount required hereunder to be generated by the City through Airline Fees and Charges during a Fiscal Year, the City may adjust the remaining monthly Airline Fees and Charges in the then current Fiscal Year to conform to its then current forecast of expenses and revenues at and as of (a) July 1 of such Fiscal Year and (b) one, and only one, other time during such Fiscal Year if the City's forecast based upon its most recently available information with regard to expenses and revenues actually incurred or realized during the Fiscal Year, together with the most recently available information with respect to Airline Fees and Charges actually received by the City, indicates that payment of Airline Fees and Charges by the Airline at the then existing rates would result in an underpayment or overpayment of five percent (5%) or more of the amount required hereunder to be generated by the City through Airline Fees and Charges in the aggregate during such Fiscal Year.

Section 9.04: Statement of Airline's Actual Annual Airport Fees and Charges

(a) Within two hundred seventy (270) days after the close of each Fiscal Year, the City shall recalculate and adjust the Landing Fee Rate, Terminal Rental Rate, Terminal Ramp Rate, Equipment Fee Rate and Fueling Fee Rate in effect during the preceding Fiscal Year. The City's adjustments shall be based on the calculation procedures established in this Agreement, but shall use actual (rather than estimated) costs, revenues, square footage of Leased Premises and Aircraft Parking Area, number of Revenue Landings and Maximum Adjusted Gross Landed Weight and gallons of Fuel distributed from the Fuel System. Based on such adjustments (including adjustments pursuant to Section 8.08), the City shall recalculate Airline Fees and Charges payable for such Fiscal Year. Said Airline Fees and Charges shall be set forth and supported by the Statement of Airline's Actual Annual Airline Fees and Charges, which the City shall provide to the Airline within one (1) year after the close of such Fiscal Year (or by such later date as may be approved by a Majority in Interest).

(b) In the event that the Airline's Airline Fees and Charges actually paid during such preceding Fiscal Year exceed the amount of the Airline's Airline Fees and Charges payable (as recalculated pursuant to Section 9.04(a)), the Airline shall receive a credit in the amount of one-sixth (1/6) of such overpayment against each of the next ensuing six monthly payments of Airline Fees and Charges. In the event that the Airline's Airline Fees and Charges actually paid during such preceding Fiscal Year are less than the amount of the Airline's Airline Fees and Charges payable (as recalculated pursuant to Section 9.04(a)), the Airline shall pay to the City within sixty (60) days of its receipt of the Statement of Airline's Actual Annual Fees and Charges the amount of such deficiency.

Section 9.05: Place of Payment; Late Payments

(a) All amounts due from the Airline hereunder shall be paid to the City of Chicago at the Office of the City's Comptroller or at such other place as may be hereafter designated by the City's Comptroller.

(b) Any amount which is not paid within five (5) days of when due and, if appropriate, invoiced, shall bear interest from its due date at a rate three percent (3%) higher than the "corporate base rate" of interest announced from time to time by the largest commercial bank in the City. At any time such bank does not announce such a rate, the rate of interest shall be that charged by such bank to its most credit-worthy customers.

(c) Amounts due the City under this Agreement from any Signatory Airline may be included in the calculation of Airline Fees and Charges hereunder when more than ninety (90) days past due and reasonably deemed by the City to be uncollectible. The City shall diligently pursue all appropriate remedies to collect all such unpaid amounts both prior to and after the expiration of such ninety (90) day period and any such unpaid amounts subsequently collected shall be included in Non-Airline Revenues for the Fiscal Year in which collected.

Section 9.06: Security Deposits.

(a) Subject to the provisions of subsections (b), (c) and (d) below, in order to guarantee the timely payment of all Airline Fees and Charges, to the extent that the Airline has not already done so, the Airline shall remit to the City, (i) within ten (10) days of the date of execution of this Agreement by the Airline, a security deposit in an amount equal to (A) the Airline's estimated Landing Fees for three (3) months (as determined on the basis of the Airline's published schedule as of that date and the actual Landing Fee Rate effective as of that date), plus (B) the Airline's estimated Terminal Rentals for three (3) months (as determined on the basis of the square footage of the Airline's Leased Premises as of that date), plus (C) the Airline's estimated Terminal Ramp Fee for three (3) months (as determined on the basis of the square footage of Aircraft Parking Area assigned to the Airline as of that date), plus (D) the Airline's estimated Passenger Facility Charges for three (3) months, plus (E) the Airline's estimated Fueling Fees for three (3) months (as determined on the basis of the average number of gallons of Fuel distributed to the Airline from the Fueling System in the prior six months and the actual Fueling Fee Rate effective as of that date), and (ii) on the first day of the first Fiscal Year in which an Equipment Fee is payable hereunder, a security deposit in an amount equal to the Airline's estimated Equipment Fees for three (3) months (as determined on the basis of the Airline's published schedule as of that date and the actual Equipment Fee Rate effective as of that date). Such deposits shall be in the form of an irrevocable direct pay letter of credit from a bank acceptable to the City, cash, or such other form of security as the City may deem acceptable. The foregoing notwithstanding, the Commissioner shall have the right to waive the payment of all or any portion of the Airline's security deposit at any time.

(b) The foregoing notwithstanding, in the event that the Airline has both (i) been operating at the Airport for at least one (1) year and (ii) for the previous twelve (12) months, has been timely in making all payments to the City pursuant to this Agreement and all payments to the City of Passenger Facility Charges, then the City shall reduce the security deposit requirement for the Airline's estimated Landing Fees, estimated Terminal Rentals, estimated Terminal Ramp Fee and estimated Fueling Fees from three (3) months to two (2) months, and the City shall return to the Airline the excess security deposit, if any; *provided, however*, that in the event the Airline is thereafter delinquent in making any payment to the City pursuant to this Agreement or any payment to the City of Passenger Facility Charges, then the three (3) months of estimated Landing Fees, estimated Terminal Rentals, estimated Terminal Ramp Fee and

estimated Fueling Fees security deposit requirement shall be immediately reinstated and the Airline shall remit to the City within seven (7) days of receipt of written notice from the City of such delinquency the third month's estimated Landing Fees, estimated Terminal Rentals, estimated Terminal Ramp Fee and estimated Fueling Fees; *provided* that if the Airline does not so reinstate its security deposit in a timely manner, the City shall be entitled to set-off the amount of the security deposit to be reinstated against the next ensuing payments by the Airline of Airline Fees and Charges until such security deposit is fully reinstated.

(c) The foregoing notwithstanding, in the event that the Airline has both (i) been operating at the Airport for at least sixty (60) months and (ii) for the previous sixty (60) months, has been timely in making all payments to the City pursuant to this Agreement and all payments to the City of Passenger Facility Charges, then the City shall reduce the security deposit requirement for the Airline's estimated Landing Fees, estimated Terminal Rentals, estimated Terminal Ramp Fee and estimated Fueling Fees from two (2) months to one (1) month, and the City shall return to the Airline the excess security deposit, if any, *provided, however,* that in the event the Airline is thereafter delinquent in making any payment to the City pursuant to this Agreement or any payment to the City of Passenger Facility Charges, then the three (3) months of estimated Landing Fees, estimated Terminal Rentals, estimated Terminal Ramp Fee and estimated Fueling Fees security deposit requirement shall be immediately reinstated and the Airline shall remit to the City within seven (7) days of receipt of written notice from the City of such delinquency the third month's estimated Landing Fees, estimated Terminal Rentals, estimated Terminal Ramp Fee and estimated Fueling Fees; *provided* that if the Airline does not so reinstate its security deposit in a timely manner, the City shall be entitled to set-off the amount of the security deposit to be reinstated against the next ensuing payments by the Airline of Airline Fees and Charges until such security deposit is fully reinstated.

(d) In the event that (i) the Airline provides written affidavits from the Airline and an independent third party bank trustee that the net principal amount of all Passenger Facility Charges collected by the Airline or its agents at the Airport have been placed, and are required in the future to be placed, in a Trust Account established pursuant to Section 17.02; (ii) the Airline has been operating at the Airport for at least two (2) years; and (iii) during the previous twenty-four (24) months, the Airline has been timely in making all payments to the City pursuant to this Agreement and all payments to the City of Passenger Facility Charges, then the City shall suspend that portion of the Airline's security deposit requirement under subsection (a) above related to the Airline's Passenger Facility Charges and reimburse to the Airline that portion of the security deposit held by the City; *provided, however,* that in the event the Airline is delinquent thereafter in making any payment to the City pursuant to this Agreement or any payment to the City of Passenger Facility Charges, then the portion of the Airline's security deposit requirement related to the Airline's Passenger Facility Charges shall immediately be reinstated, and the Airline shall remit to the City within seven (7) days of receipt of written notice from the City of such delinquency the three (3) month Passenger Facility Charge security deposit required hereunder; *provided* that if the Airline does not so reinstate the security deposit requirement in a timely manner, the City shall be entitled to setoff the amount of the Passenger Facility Charges security deposit requirement against the next ensuing payments by the Airline of Airline Fees and Charges until such security deposit is fully reinstated.

(c) At any time that (i) any of the Airline's Airline Fees and Charges or any other amounts due hereunder are more than thirty (30) days past due, (ii) the Airline shall fail to transmit to the City PFCs in accordance with Section 17.02 or (iii) the Airline shall fail to keep the Leased Premises and any interest therein and any improvements thereon free and clear of any and all liens in accordance with Section 12.05, the City, upon written notice to the Airline, shall be entitled to apply any of the security deposit described in Section 9.06(a) above to the payment of such unpaid amounts or to the costs of removal of such liens, as the case may be. In any such event, the Airline shall again meet the security deposit requirement set forth in Section 9.06(a) above within seven (7) days from its receipt of such written notice; *provided* that if the Airline does not so meet the security deposit requirement in a timely manner, the City shall be entitled to set off such security deposit against the next ensuing payments by the Airline of Airline Fees and Charges until such security deposit is complete.

Section 9.07: Right to Contest; No Abatement or Set-off

(a) The payment by the Airline to the City, and the acceptance by the City from the Airline, of any amount hereunder shall not preclude either the Airline or the City from questioning the accuracy of any statement on the basis of which such payment was made, or preclude the City from making any claim against the Airline for any additional amount payable by the Airline hereunder, or preclude the Airline from making, within such period, any claim against the City for credit for any excess amount paid by the Airline hereunder.

(b) Notwithstanding the foregoing, the Airline shall not abate, suspend, postpone, set off or discontinue any payments of Airline Fees and Charges payable hereunder.

Section 9.08: No Other Fees and Charges

No rents, fees or charges other than those herein expressly referred to or provided for, shall be imposed by the City upon any of the Signatory Airlines, its employees, agents, passengers, Contractors, customers, suppliers of materials or furnishers of services for the use of or access to the Airport or otherwise directly or indirectly relating to the conduct of such party's business at the Airport; *provided, however,* that the foregoing shall not be construed to prohibit the City from imposing and collecting charges and fees (a) for the use of specified equipment or facilities at the Airport to recover the cost of such equipment or facilities, (b) for the use of overnight aircraft parking areas at the Airport, (c) for the use of the public auto parking areas on the Airport, (d) from operators of ground transportation to, from and on the Airport, (e) from any concessionaire at the Airport in accordance with the terms of a contract with the City for the operation of such concession, and (f) from any person, other than an airline conducting an air transportation business, for access to the Airport for the conduct of its business, and *provided, further,* that the City reserves the right to impose and use a Passenger Facility Charge; and *provided, further,* that the foregoing shall not apply to any taxes, permits or license fees levied or imposed by the City.

Section 9.09: Airline Books and Records

The Airline shall maintain and/or make available upon reasonable notice at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of

any Airline Fees and Charges, including records of its Revenue Landings at the Airport, each such item of information to be maintained for a period of at least five years from the date of creation unless necessary for pending litigation. If such books, records and accounts are not maintained at such office, the Airline shall in any case maintain such books, records and accounts within the United States, and the Airline shall promptly furnish the Commissioner, the City Comptroller of the City and the U.S. Comptroller General with all information reasonably requested by them with respect to such books, records and accounts. The Commissioner, the City Comptroller of the City and the U.S. Comptroller General, and such persons as may be designated by them, shall have the right, at all reasonable times, subject to prior written notice to the Airline, to examine, make copies of, and take extracts from such books, records and accounts.

Section 9.10: City Books and Records

The City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement. Such books, records and accounts shall contain all items affecting the computation of Airline Fees and Charges, recorded in accordance with generally accepted accounting principles. The Airline shall have the right, at any reasonable time and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

ARTICLE 10: APPROVAL OF CAPITAL PROJECTS, OTHER PROJECTS AND THE ISSUANCE OF BONDS

Section 10.01: Approval of Capital Projects

(a) Approved Capital Projects.

(i) The City and the Airline each hereby acknowledge and agree that the capital projects described in Exhibit N have been approved in accordance with the provisions of the 1998 Use Agreement, and that such capital projects may be undertaken and implemented without further approval.

(ii) In addition, the City and the Airline each hereby approve the implementation of the following capital projects:

(A) Runway 31C/13C Reconstruction: This project will provide for the reconstruction of Runway 31C/13C, including pavement, markings and installation of additional navigational aids and signage. The estimated project cost is $43,000,000.

(B) Residential Sound Insulation Program: This project will sound insulate approximately 2,500 homes located within the 65 DNL or greater contour in the FAA-approved future noise contour for the Airport. The estimated project cost is $71,000,000 (inclusive of

any amounts spent on projects for the same purpose described in Exhibit N)

(C) Passenger Security Checkpoint Expansion Project: This project will provide for the construction of new terminal space, new security checkpoint area, new pedestrian bridge (south) over Cicero Avenue and new non-airline revenue producing space. The estimated project cost is $45,000,000.

If the project cost for any such capital project exceeds the estimated project cost set forth above for such capital project, the City will notify the Signatory Airlines of the expected excess cost. The City may implement the balance of such capital project so long as a Majority-in-Interest does not disapprove thereof in writing to the City within thirty (30) days of the submission of the above described information to the Signatory Airlines. The Signatory Airlines may not act unreasonably in approving or disapproving any such capital project.

(b) Ongoing Capital Maintenance and Improvement Program. The City and the Airline each hereby acknowledge that an ongoing capital maintenance and improvement program is essential to maintaining the Airport in good repair and condition. The City's on-going capital maintenance and improvement program will consist of the following types of projects: rehabilitation/reconstruction of airfield pavement, including runways, taxiways and ramp areas; terminal improvements, facility modifications; parking lot and roadway improvements; security projects; and environmental projects. The City's on-going capital maintenance and improvement program will not include the development of major new facilities at the Airport, such as expanding the footprint of the existing Terminal or constructing additional Gates.

The City expects to spend each year, on average during the term of this Agreement, an amount equal to approximately the Annual Capital Maintenance Amount to implement its ongoing capital maintenance and improvement program (in addition to amounts spent to implement the projects described in Section 10.01(a)), although it is anticipated and acknowledged by the Airline that the City will spend less than Annual Capital Maintenance Amount in certain years and will spend more than Annual Capital Maintenance Amount in other years. The "Annual Capital Maintenance Amount" means $40,000,000 per year Adjusted for Inflation; *provided* that during the fifth and tenth years of this Agreement, the City, in consultation with the Signatory Airlines, will determine whether additional capital investment is necessary and, if so, the City may increase the Annual Capital Maintenance Amount as of January 1, 2018 and January 1, 2023, respectively, to an amount reasonably determined by the City to be necessary to maintain the Airport in good condition and repair (which amount will be Adjusted for Inflation) so long as a Majority-in-Interest does not disapprove of such increase within thirty (30) days after the City has provided notice thereof. For all projects included in the ongoing capital maintenance and improvement program, the City may not spend in aggregate more than the sum of applicable Annual Capital Maintenance Amounts during the term of this Agreement (each as calculated above) without approval by a Majority-in-Interest.

Prior to implementing any project included in this ongoing capital maintenance and improvement program, the City will submit to the Signatory Airlines a description of the project and information about the cost and timing thereof. The City may implement such project without further approval so long as a Majority-in-Interest does not disapprove of the project in writing to the City within thirty (30) days of the submission of the above-described information to the Signatory Airlines. The Signatory Airlines may not act unreasonably in approving or disapproving any such project.

Section 10.02: Issuance of Bonds

(a) The Airline hereby authorizes the City to issue Bonds and include in the calculation of Airline Fees and Charges the Debt Service on such Bonds, without any further approvals, for any of the following purposes:

(i) to fund all costs related to the projects described in Section 10.01;

(ii) to fund the cost of planning, designing, constructing and equipping capital projects (A) necessary to comply with any current or future law, rule, regulation, policy or order of any federal, state or local agency or any federal or state grant agreement or airport certification requirement, (B) for emergency or airfield safety purposes, (C) which an Independent Airport Consultant has projected would result in no net increase in Airline Fees and Charges on an average basis over a five (5) year period, (D) necessary to remedy any environmental concern or comply with any of the Environmental Laws, or (E) having a cumulative net cost (actual cost less the proceeds of any insurance, or the proceeds of any federal or state grant) to the City in any five (5) Fiscal Year period of less than $2,500,000, excluding those capital projects funded with Bonds issued pursuant to Section 10.02(a)(i), (ii)(A) through (D), and (iii);

(iii) to fund the cost of planning, designing, constructing and equipping any other capital project approved pursuant to Section 10.03;

(iv) to fund deficiencies in the amount of insurance or condemnation proceeds in accordance with the provisions of Article 14;

(v) to fund, to the extent not covered by insurance, the cost of settling claims, satisfying judgments or complying with judicial orders against the City by reason of its ownership, operation, maintenance, development, improvement (including design and construction) or use of the Airport unless caused by the willful and wanton misconduct of the City, its officials, employees, or agents.

(vi) to fund the cost of tenant improvements pursuant to Section 10.06;

(vii) to fund capitalized interest on, and Fund Deposit Requirements with respect to, Bonds issued pursuant to Section 10.02(a)(i) through (vii); and

(viii) to fund all costs related to the issuance of Bonds issued pursuant to Section 10.02(a)(i) through (vii), including underwriters' discount, legal and financial advisors' fees, other consultants' fees, credit facility fees, remarketing fees, bond insurance premiums and arbitrage rebate requirements.

(b) At least forty-five (45) days prior to the issuance of any Bonds, the City shall give written notice of such financing to the Airline. Such notice will provide the proposed terms of such financing and the estimated Debt Service payable as a result thereof. Upon request of a Majority-in-Interest filed with the City within ten (10) business days following receipt of such notice by the Airline, the City will convene a meeting of the Signatory Airlines to discuss the financing, including possible alternatives to the issuance of Bonds. The Signatory Airlines have formed an Airport Affairs Committee to address financial and other issues requiring Majority-in-Interest approval.

(c) The Airline hereby acknowledges that prior to the Effective Date the City issued the Outstanding Bonds and that the Debt Service on the Outstanding Bonds is includible in Airline Fees and Charges.

Section 10.03: Majority-in-Interest Approval for Additional Capital Projects

(a) In the event the City desires to obtain approval for an additional capital project to be funded through the issuance of Bonds pursuant to Section 10.02(a)(iii), the City shall submit a proposal to the Signatory Airlines, which proposal shall include an estimate of (i) the cost of such capital project, (ii) the Debt Service resulting therefrom, (iii) the projected completion date for such capital project, (iv) the proposed allocation of Debt Service among the Cost Centers, and (v) the projected impact upon rates and charges.

(b) A capital project shall be deemed to be approved pursuant to this Section 10.03 if a Majority-in-Interest does not disapprove of the capital project in writing to the City within thirty (30) days of the submission of the above-described proposal to the Signatory Airlines.

Section 10.04: Authority to Issue Obligations to Fund Tenant Improvements

Subject to the provisions of Section 10.02 and this Section 10.04, the City may issue Bonds in an amount sufficient to pay, reimburse or refinance (a) the cost of tenant improvements to any Signatory Airline's Leased Premises, and (b) all related costs of issuance and associated financing costs, including the cost of capitalized interest, credit facility fees, required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations, underwriters' discount, legal and financial advisors' fees, other consultants' fees, remarketing fees, bond insurance premiums and arbitrage rebate requirements. The City may issue such Bonds and make available the proceeds thereof to any Signatory Airline, upon written request of such Signatory Airline and its written agreement to (i) pay the Debt Service on the Bonds issued at such Signatory Airline's request, (ii) use the proceeds of such Bonds to build, purchase or otherwise acquire such items of personal property or fixtures as are commonly in use at the Airport or at other comparable airports and as are not primarily identified with or usable only by such Signatory Airline, and (iii) assume all maintenance,

operation and repair responsibilities for such improvements, *provided, however*, that the City shall not issue Bonds at the request of any Signatory Airline which is in default under its Airport Use Agreement or which cannot demonstrate, to the satisfaction of the City, its ability to pay the Debt Service attributable to such obligations. The Airline's obligation to pay Debt Service on Bonds issued pursuant to this Section 10.04 shall be limited to (1) Debt Service on any such Bonds issued at the Airline's request and (2) a prorata share of Debt Service on any such Bonds issued at another Signatory Airline's request as a result of such Debt Service being included in O&M Expenses upon such other Signatory Airline's default. Nothing in this Section 10.06 shall be construed as prohibiting any other means of financing tenant improvements for any Signatory Airline. Any tenant improvements financed pursuant to this Section 10.04 shall become and remain the property of the City, and may not be removed by the Airline from such premises.

Section 10.05: Other Projects and Obligations

(a) In addition to, and not in limitation of, any and all rights and obligations of the City contained in this Article 10, the City, upon approval by a Majority-in-Interest, may issue obligations (other than Bonds) and use the proceeds thereof to fund the cost of designing, constructing and equipping capital projects for the Airport or for any other airports owned, operated or controlled by the City so long as the debt service thereon is not included in the calculation of Airline Fees and Charges. These obligations may include Special Facility bonds or bonds secured by Passenger Facility Charge revenues.

(b) In addition to, and not in limitation of, any and all rights and obligations of the City contained in this Article 10, the City, upon approval by a Majority-in-Interest, may fund the cost of designing, planning, constructing and equipping capital projects for the Airport or for any other airports owned, operated or controlled by the City, from any other source of funds available to the City for such purpose, including (i) amounts in the Repair and Replacement Fund and Emergency Reserve Fund (subject to the limitations provided elsewhere in this Agreement), (ii) amounts in the Airport Development Fund, or any other fund created pursuant to or as required by any Bond Ordinance, (iii) proceeds of Government Grants-in-Aid, (iv) proceeds of any gift, bequest, contribution or donation to the Airport, including any funds provided by any person or entity, including an airline, doing business at the Airport, (v) proceeds of any insurance or condemnation award subject to any restrictions on the use of such proceeds set forth in Article 14 and (vi) subject to the provisions of Section 17.03, proceeds of any Passenger Facility Charge.

Section 10.06: Special Facility Financings

The following provisions shall apply in the event of a Special Facility:

(a) The provisions of Section 13.02 shall apply to any user of a Special Facility except that references to "Airline" shall be deemed to be references to the user of the Special Facility and references to "this Agreement" shall be deemed to be references to this Agreement or the Special Facility use agreement.

(b) In the event a Special Facility or a portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all proceeds resulting from eminent domain proceedings shall be applied as provided below:

(i) the City shall replace, repair, rebuild or restore such portion of a Special Facility to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or

(ii) the City shall apply such proceeds to redeem any outstanding Special Facility obligations, *provided, however*, that Special Facility obligations may be redeemed only if such damage, destruction or condemnation is of property the acquisition of which was funded with the proceeds of such Special Facility obligations, and if: (i) the Special Facility has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined that the portion of the Special Facility damaged, destroyed or taken is not necessary to the operation of the Airport.

In the event that sufficient insurance proceeds or proceeds from eminent domain proceedings are not available to restore the Special Facility to such former condition, the City may issue Special Facility obligations to fund such deficiency pursuant to Section 10.07(a).

(c) The user of a Special Facility shall covenant that it will not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber such Special Facility or any part thereof, or any rights of the user of the Special Facility, nor will the user of the Special Facility allow the use of such Special Facility by any other person, without in each instance having first obtained prior written consent of the City.

(d) The City shall have the right, but shall not be obligated, to pledge the proceeds it receives from any transferee of the user of Special Facilities or from any subsequent tenant of Special Facilities ("**Releting Proceeds**") to the payment of Special Facility obligations; *provided, however*, that for any Special Facilities located in the Terminal Area, such proceeds shall be applied to the payment of the pro rata share for such Special Facilities of Terminal Rentals, as provided in subsection (e) below. Any ground rentals charged by the City to any user of Special Facilities shall be Revenues of the Cost Center in which such Special Facility is located. Any Releting Proceeds received with respect to a Special Facility shall first be applied to the ground rentals charged for such Special Facility. Ground rentals for any Special Facility shall include a pro rata percentage of administrative and overhead expenses, as determined by the City.

(e) In the event a Special Facility is constructed in the Terminal Area, the City may determine to charge the Signatory Airlines and any user of a Special Facility, in addition to debt service on its Special Facility obligations and all other payments required to be paid by such user under the terms of its Special Facility lease, Terminal Rentals calculated as follows:

(i) A basic Terminal Rental Rate calculated in accordance with Section 8.04 with the following changes:

(A) for users of Special Facilities, the "**Airline's Leased Premises**" shall be deemed to be the premises exclusively or preferentially leased by such user in the Special Facility,

(B) for purposes of Section 8.04(d), the Terminal Area requirement shall exclude Debt Service allocated to the Terminal Area and attributable to Leased Premises of the Signatory Airlines (Section 8.04(d)(ii));

(C) the divisor for purposes of the calculation of the Terminal Rental Rate described in Section 8.04(e) shall be the sum of the total number of square feet of Leased Premises of all Signatory Airlines plus the total number of square feet of premises exclusively or preferentially leased in the Special Facility.

The basic Terminal Rental Rate so calculated shall be charged to each Signatory Airline for its Leased Premises under this Agreement and to the user of the Special Facility for the premises in the Terminal Area exclusively or preferentially leased to such user. Except as modified by this Section 10.08(e), Section 8.04 shall not apply in the event a Special Facility is located in the Terminal Area.

(ii) An additional Terminal Rental Rate calculated by dividing the sum of the Debt Service allocated to the Terminal Area and attributable to Leased Premises of the Signatory Airlines by the total number of square feet of Leased Premises of all Signatory Airlines (which shall not include the number of square feet of premises exclusively or preferentially leased in the Special Facility). The additional Terminal Rental Rate so calculated shall be charged to each Signatory Airline as a component of its Terminal Rentals for its Leased Premises under this Agreement, but not to the user of a Special Facility for the premises in the Terminal Area exclusively or preferentially leased to such user.

(iii) in addition to the Terminal Rentals for premises exclusively or preferentially leased in Special Facilities, as provided in subsections (i) and (ii) above, users of Special Facilities shall be obligated to pay the appropriate rentals for premises they lease that are not part of a Special Facility, including Terminal Rentals for Joint Use Premises calculated in accordance with Section 8.04(h).

ARTICLE 11: OBLIGATIONS OF THE AIRLINE AND THE CITY

Section 11.01: Operation, Maintenance, Replacement and Repair

(a) The City shall, in accordance with Exhibit II, operate, maintain and keep in good repair, expending such amounts for O&M Expenses as may be reasonably necessary therefor, all

of the areas and facilities of the Airport except as specifically excepted by Section 11.01(b), and except with respect to the Fuel System during the term of the MATCO Agreement as described in Section 11.06.

(b) The Airline shall, in accordance with Exhibit H, be responsible for and shall perform or cause to be performed, maintenance and repair of its Leased Premises. The Airline shall, at all times:

(i) keep all fixtures, equipment and personal property in a clean, safe, sanitary and orderly condition and appearance;

(ii) maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements and inside painting, such repairs, replacements and painting by the Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) for any equipment installed in or on the Leased Premises that is purchased using the proceeds of any financing sponsored by the City, repair, maintain and replace such equipment as is necessary to assure that at the end of the term hereof the fair market value of such equipment and its remaining useful life will be consistent with, and sufficient to establish for applicable tax and accounting purposes, ownership of such equipment by the City;

(iv) control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its passengers, customers, employees, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(v) either directly or through an independent contractor (which independent contractor shall obtain a City permit), dispose of its garbage, debris and other waste materials (excluding snow and ice).

If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of the Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, the Airline shall post guards or erect barriers or other safeguards as required and approved by the City and the FAA, at such locations. Compliance with such requirements shall not relieve the Airline from its liability for the safe performance of its obligations under this Agreement.

Section 11.02: Taxes, Licenses and Permits

(a) The Airline shall pay or cause to be paid any and all taxes and shall obtain or cause to be obtained any and all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder, including any and all taxes and other charges in connection with the Leased Premises.

(b) The City shall pay as an O&M Expense any and all applicable taxes or special assessments which may be levied or assessed upon the Leased Premises, except, however, any taxes associated with or assessed on any personal property or leasehold interests of the Signatory Airline located on such premises shall be the obligation of such Signatory Airline and, as such, shall be paid by such Signatory Airline and not by the City.

Section 11.03: Performance by the City upon Failure of the Airline

If the Airline fails to perform, for a period of thirty (30) days after written notice from the City, any obligation required by this Article 11, the City may perform such obligation of the Airline, and charge the Airline for the cost to the City of such performance: *provided, however*, that if the Airline's failure to perform any such obligation endangers the health or safety of persons or the safety of operations at the Airport and the City so states in its notice to the Airline, the City may perform such obligation of the Airline at any time after the giving of such notice and charge the Airline for its costs of such performance.

Section 11.04: Performance by the Airline upon Failure of the City

If the City fails to perform, for a period of thirty (30) days after written notice from the Airline, any obligation required by Section 11.01(a), the Airline may, but is not required to, perform, by itself or jointly with any other Airline Parties, such obligation of the City, and charge the City for the cost to the Airline of such performance; *provided, however*, that if the City's failure to perform any such obligation endangers the safety of the Airline's operation at the Airport and the Airline so states in its notice to the City, the Airline may perform, by itself or jointly with any other Airline Parties, such obligation of the City at any time after the giving of such notice and charge the City for its costs of such performance; and *provided, further*, that in either event, the Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between the Airline and the City relating to the Airport. The City shall not be liable to the Airline for any loss of revenues to the Airline resulting from any of the City's acts, omissions or negligence in maintaining and operating the Airport.

Section 11.05: Utilities

The Airline shall be responsible for paying all utilities provided to the Airline, its Contractors, agents and employees at the Leased Premises.

Section 11.06: Midway Airlines' Terminal Consortium (MATCO)

(a) The costs incurred by MATCO to operate and maintain certain airline equipment and the Fuel System in accordance with the MATCO Agreement shall be O&M Expenses of the Equipment Cost Center and the Fueling Cost Center, as appropriate, payable by the City to MATCO from amounts on deposit in the O&M Fund within sixty (60) days of receipt by the City from MATCO of invoices therefor, unless, prior to the expiration of such sixty (60) day period, the City returns such invoices to MATCO because they are incomplete or because they are not properly payable as O&M Expenses of the Equipment Cost Center or the Fueling Cost Center, as the case may be.

(b) The provisions of Section 8.10 and Section 8.11 notwithstanding, during the term of the MATCO Agreement, the City shall charge the Signatory Airlines and Non-Signatory Airlines equipment fees and fueling fees for each Fiscal Year calculated as set forth in the MATCO Agreement. Such fees shall, in any case, be calculated in a manner sufficient to pay the Equipment Cost Center requirement and Fueling Cost Center requirement for each Fiscal Year.

ARTICLE 12: WORK

Section 12.01: Work in Connection with Capital Projects

Work on any capital project shall be performed in accordance with this Section 12.01.

The City may perform Work on capital projects directly, using its own forces; indirectly, through contractors hired by the City; or through others, including the Airline, delegated by the Commissioner in writing to perform the City's Work on capital projects; *provided, however*, that with respect to Airline Project Contracts the City shall be named as a third party beneficiary with a direct right of enforcement. When so delegated to the Airline, Work on Airline Projects shall be performed by the Airline in accordance with this Agreement and the Work Procedures set forth in Exhibit J. The City, in its discretion, may pursue remedies against Airline Project Contractors for Work with respect to Airline Projects. The City shall not delegate Work to the Airline without the Airline's prior written consent.

Each Airline Project Contract for Work in an amount in excess of $5,000,000 for Airline Projects shall be publicly bid and awarded to the lowest responsive and responsible bidder; *provided, however*, that this requirement shall not apply if City determines in good faith that there is only one Airline Project Contractor with the resources and experience necessary to perform the Work, or when the Airline Project Contracts by their nature are not adapted to award by competitive bidding.

Work, whether performed by the City, the Airline or others, on projects described in Section 10.01(a) shall be performed in accordance with this Agreement and the procedures set forth in Exhibit K.

The City shall provide to the Airline at least quarterly, a status report on the implementation of the Pre-Approved Capital Projects. Such status report shall include the project description, current status (percentage of design/construction complete), budgeted amount and the current estimated cost, and such other information reasonably requested by the Airline.

Section 12.02: Work in Connection with Airline Leased Premises

(a) The Airline shall have the right to perform Work on Leased Premises exclusively leased to the Airline at its own cost and expense, subject to the terms and conditions of this Agreement and to the provisions of Section 12.02(b) through (f).

(b) The Airline shall provide the City with a project liaison (the "**Project Liaison**") through whom the City shall direct all communications regarding the Work. The Commissioner shall identify a work liaison (the "**Work Liaison**") to the Airline through whom the Airline shall direct all communications regarding Work and from whom any necessary consents and approvals will be issued.

(c) The Airline shall provide the City with all drawings, plans and specifications necessary to allow the City to review and approve the interface points between Airline's Work on such Leased Premises and the terminal building.

(d) The Airline shall submit to the City (i) initial and updated construction schedules (which shall be reviewed by the City for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Airline's Contracts; (ii) initial and updated site utilization plans, including limit lines, on site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) copies of insurance policies and Contracts evidencing that the City has been named as an additional insured and indemnitee thereunder.

(e) The City shall have the right to stop Work in the event it is not being performed in substantial accordance with the terms and conditions of this Agreement or in accordance with the drawings, plans and specifications approved by the City under Section 12.02(c) above.

(f) In the event of termination or expiration of the term of this Agreement, if the Airline's tenant improvements are attached or otherwise connected to the Leased Premises, the Airline must leave them or, if removed, repair the Leased Premises to the reasonable satisfaction of the City, reasonable wear and tear and changes in condition not attributable to the Airline excepted. Any tenant improvements left by the Airline shall be deemed abandoned and become the property of the City.

Section 12.03: Grant of Construction Easement

The Airline, and any of its officers, employees, agents, and Contractors, shall be granted construction easements upon any part of the Airport, solely and to the extent necessary in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those Rules and Regulations established by the Commissioner. The Airline shall provide advance notice through the Work Liaison to the City of any such intended entry. The consent to enter shall not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the City.

The Airline shall use, and shall cause each of its officers, employees, agents, and Contractors, to use, the highest degree of care when entering upon any property owned by the City in connection with the Work. In the case of any property owned by the City, or property owned by and leased from the City, the Airline shall comply, and shall cause each of its officers, employees, agents and Contractors to comply, with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any

and all claims, suits, judgments, costs or expenses, including attorneys' reasonable fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Agreement, including the indemnification provisions contained in this Agreement.

Section 12.04: Nondisturbance of Airport Tenants and Operations.

Any Work by the Airline and its Contractors shall be conducted in an orderly and proper manner, and shall not otherwise annoy, disturb, create a hazard or be offensive to others at the Airport, or interfere with other projects on, or the operations of, the Airport, both landside and airside. The Airline shall promptly comply, and shall cause its Contractors to comply, with any request from the Commissioner to correct the demeanor or conduct of the Contractors. In the event the Airline or its Contractors fail to so comply, Commissioner shall have the right to stop any or all Work being performed, until such compliance is achieved, without terminating this Agreement. The City shall not be responsible for any additional expense resulting from stopping Work.

Section 12.05: Liens Prohibited.

(a) The Airline covenants and agrees that it shall notify its Contractors of any tier that, to the extent permitted by law, no mechanics' liens under 770 ILCS 60/1 will be permitted to arise, be filed or maintained against the Leased Premises or any part thereof or any interest therein or any improvements thereon, or against any monies due or to become due to any Contractors for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Leased Premises; and the Airline for itself, its Contractors and employees does hereby expressly waive, release and relinquish such liens and all rights to file or maintain such liens and agrees further that this waiver of liens and waiver of the right to file or maintain such liens shall be an independent covenant.

(b) Except as permitted in Section 12.05(c), the Airline covenants and agrees that it shall keep the Leased Premises and any interest therein and any improvements thereon free and clear of any and all liens in any way arising out the construction, improvement or use thereof by the Airline; *provided, however,* that the Airline may in good faith contest the validity of any lien.

(c) If any of the Airline's Contractors, employees or any other person directly or indirectly acting for, through or under any of them files or maintains a lien or claim as described in Section 12.05(a), the Airline agrees to cause such liens and claims to be satisfied, removed or discharged, by bond, payment or otherwise within thirty (30) calendar days from the date of the filing thereof; *provided, however,* that the City may extend the thirty (30) day period if the City determines that such lien or claim cannot be so satisfied, removed or discharged in such period and that the Airline is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. Upon the Airline's failure to cause such liens or claims to be satisfied, removed or discharged, the City shall have the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed or discharged as an O&M Expense, such expense to include legal fees and disbursements.

(d) The Airline shall give, or cause to be given, a copy of the provisions set forth in this Section 12.05 to all Contractors and shall include these provisions in all written contracts with Contractors and/or give written notice of same to all Contractors or other persons having oral agreements with such Contractors.

Section 12.06: Compensation

(a) To the City

(i) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with Section 12.06(a)(iii), the Airline shall compensate the Work Liaison for the cost of those services provided by the Work Liaison in connection with any Work performed by the Airline, whether involving Projects or tenant improvements. The Work Liaison agrees to keep its costs as low as reasonably practicable: *provided, however*, that in no event shall the aggregate amount of reimbursement to the Work Liaison hereunder exceed in any Fiscal Year during which any Work is or has been performed an amount equal to one and one-half percent of the aggregate expenditures for the Work; and *provided, further*, that the Work Liaison shall be entitled to an equitable adjustment of such amount in proportion to any increase in its services as a result of a change in the scope of Work or in the services.

(ii) During the continuation of Work, the Work Liaison shall provide the Airline with an estimate of the Work Liaison's required manhours and budgets each month, with regard to its services. Thereafter, on a semi-annual basis, the Work Liaison shall provide the Airline with a detailed review and analysis of actual manhours and expenditures against estimates, including reallocation of budgets if required, with regard to its services. More frequent reviews will be provided upon the Airline's reasonable request therefor.

(iii) The Work Liaison shall provide the Airline with monthly invoices that describe time charges for the Work Liaison staff assigned to the Work, and any other costs associated with the services provided by the Work Liaison. The Airline may, within ten (10) days of such provision, request a meeting with the Work Liaison to review and discuss such invoices. The Work Liaison shall hold such meeting or provide the Airline with a reasonable opportunity for such a meeting, and give due consideration to the Airline's concerns and recommendations regarding such invoices. The Airline may further request, at Airline's expense, the City to review and audit Work Liaison invoices related to the Work at any time. The Airline shall, upon reasonable request therefor, receive copies of all such audits performed by the City and may interview the personnel who performed such audits. In no event shall the Airline withhold from the Work Liaison the payment of any undisputed amount.

(b) To the Airline

(i) Costs to be paid by the Airline by reason of or in connection with any Airline Project shall be payable from Airport funds as specified herein, *provided* that such costs are eligible for payment under this Agreement, and are either an Airline Project identified on Exhibit N or an Airline Project approved by a Majority-in-Interest. The City shall reimburse the Airline, from Airport funds approved for and available for such purpose, for the actual costs of the Work satisfactorily performed on such Project, not to exceed the cost associated therewith in Exhibit N or in a Majority-in-Interest approval authorizing the Airline Project ("**Authorized Cost**"). In the event it appears the Airline Project may exceed the Authorized Cost, the Airline shall promptly notify the City so that the City may either reduce the scope of work to bring the Airline Project within the Authorized Cost or obtain such approvals as may be necessary to increase the Authorized Cost. Upon notice to the City, the Airline shall be entitled to stop Work under such circumstances until the scope of Work is reduced or the Authorized Cost is increased. The Airline shall be solely responsible for any expenses incurred in excess of the Authorized Cost, except to the extent such excess costs have been approved by the City and, if required, a Majority-in-Interest. The Airline shall receive in accordance with the method set forth herein all Airline Project Costs for which it is obligated by reason of or in connection with the Work to be performed under this Agreement and Exhibit J. In the event the Airline assigns its contracts to the City, the City shall be entitled to all funds which the Airline would have received.

(ii) The Airline shall submit a request for payment of Airline Project Contractors to the City in such form and content as may be reasonably requested by the City, including the certificate described herein. Such request shall be certified in writing by the Airline or by an authorized representative. With respect to any such requests for payment for Work, the Airline shall also submit partial or complete lien waivers, as appropriate, executed by Airline Project Contractors. Each request by the Airline for payment shall set forth the following: (A) the name of the person, firm, or corporation to whom the payment should be sent; the respective amount to be paid; (B) the purpose, by general classification, for which payment is to be made; (C) insofar as such payment obligation was incurred for Work, a certification that such Work was actually performed, and the request for payment is in accordance with the payment terms for such Work; (D) a certification that such costs are presently due and payable and each item thereof is a proper charge and has not been included in any prior request for payment which has been paid; and (E) each requisition will be consecutively numbered and accompanied by copies of appropriate documentation supporting the payments or reimbursements requested. Notwithstanding the foregoing, such certificate by the Airline may state that it is given without prejudice to any

rights which the Airline may have at the date of such certificate or may have in the future against any Airline Project Contractor.

(iii) The Airline covenants that the proceeds disbursed to its Airline Project Contractors hereunder shall be applied solely to the purposes described in the request for disbursement.

(c) Retainage

The Airline shall deduct as retention from its invoiced amounts, ten percent (10%) of the amount invoiced for each Airline Project Contractor until a total of fifty percent (50%) of the amount due under each Airline Project Contract has been paid out, with a reduction to two percent (2%) upon the completion of the respective Work by each Airline Project Contractor. All such retainage shall be released to each Airline Project Contractor upon Airline Project Contract closeout in accordance with Exhibit J.

ARTICLE 13: INDEMNIFICATION AND INSURANCE.

Section 13.01: Indemnification.

(a) The Airline agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents and employees from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of:

(i) the willful and wanton misconduct or negligent act or omission of the Airline, its agents, employees, licensees, Contractors;

(ii) the Airline's use or occupancy of the Airport and the Leased Premises;

(iii) the violation by the Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement, law, ordinance, regulation or court order affecting the Airport; or

(iv) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by the Airline or the City, or obligations imposed upon the Airline or the City, pursuant to this Agreement;

and the Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

(b) Without limiting the foregoing, the Airline also agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents and employees:

(i) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of injuries sustained by any employee of the Airline. The Airline shall cause its licensees and Contractors to maintain in effect at all times workers' compensation insurance as required by law; and

(ii) from, and to assume all liability for and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Leased Premises occupied by the Airline pursuant to this Agreement, or which arise out of the operations of the Airline or by reason of the Airline's occupancy of its Leased Premises. However, the Airline may, at its own risk, cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit the Airline to contest or appeal the same. The Airline shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to the Airline as soon as practicable; and

(iii) from and against any and all suits, claims, actions or proceedings alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts resulting from the Airline's use of the Airport for the landing and taking off of aircraft; and

(iv) from and against any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action or cause of action, arising as a result of action or inaction by the Airline, its employees, agents or Contractors in connection with the release, threatened release or presence of any Hazardous Material at the Airport, whether foreseeable or unforeseeable, regardless of the source of such release or threatened release or when such release or threatened release or presence occurred or is discovered. The foregoing indemnity includes all costs in law or in equity of removal, clean-up, remediation of any kind and disposal of such Hazardous Materials, all costs of determining whether the Airport is in compliance and causing the Airport to be in compliance with all applicable Environmental Laws and all costs associated with claims for damages to persons, property or natural resources.

(c) Without limiting the foregoing, the Airline shall cause any Contractor to agree to protect, defend, indemnify and hold the City free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including claims of property

damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the Contractor's performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the City's negligence to the extent prohibited by 740 ILCS 35/1 *et seq.* The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the City including claims by any employee, Contractors, agents or servants of Contractor even though the claimant may allege that the City is or was in charge of the work or that there was negligence on the part of the City. "Injury" or "damage," as such words are used in this Section 13.01 shall be construed to include injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City.

(d) The City shall notify the Airline as soon as practicable of each claim, action, proceeding or suit in respect of which indemnity may be sought by the City against the Airline hereunder, setting forth the particulars of such claim, action, proceeding or suit, and shall furnish the Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto

(e) The City shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to approve the terms of any settlement related to such claim, action, proceeding or suit.

(f) Without limiting the generality of any other provision hereof, the Airline shall reimburse the City for the cost of any and all reasonable attorney's fees and investigation expenses and any other costs incurred by the City in the investigation defense and handling of said suits and claims and in enforcing the provisions of this Agreement.

(g) Notwithstanding the provisions of this Section 13.01, the Airline shall have no obligation to indemnify the City for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of actions, suits, claims, demands, injunctive relief, judgments, awards and settlements solely and to the extent such are the result of the City's willful and wanton misconduct as determined by a final order of a court of competent jurisdiction (it being understood, however, that this Section 13.01(g) is not intended to obviate or lessen in any way the Airline's duty to defend the City).

(h) This Section 13.01 shall survive expiration or early termination of this Agreement. The Airline understands and agrees that any insurance protection furnished by the Airline pursuant to Section 13.02 shall in no way limit the Airline's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 13.02: Insurance

(a) The Airline shall procure and maintain at all times, at the Airline's own expense, the types of insurance specified below, with insurance companies authorized to do business in

the State of Illinois, covering all operations under this Agreement, whether performed by the Airline or the Airline's Contractors. The kinds and amounts of insurance required are as follows.

(i) Workers' Compensation and Employer's Liability Insurance

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement. Such insurance must include Employer's Liability Insurance coverage with limits of not less than $1,000,000 each accident, illness or disease. Coverage shall include other states endorsement, alternate employer and voluntary compensation, when applicable

(ii) Commercial General/Aviation Liability Insurance (Primary and Umbrella)

Commercial General/Aviation Liability Insurance or equivalent coverage with limits of not less than $500,000,000 per occurrence for bodily injury, personal injury and property damage liability. Such insurance must include all premises and operations, products/completed operation, war risk and allied peril liability (including terrorism), liability for vehicles on the restricted access area of the Airfield Area, including baggage tugs, aircraft pushback tugs, air stair trucks and belt loaders, mobile equipment (not including automobiles not located on the restricted access area of the Airport), hangar keepers liability, cargo liability, explosion, collapse, underground, separation of insureds, defense and blanket contractual liability (not to include Endorsement CG 21 39 or equivalent). The City shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles are used in connection with work to be performed by or on behalf of the Airline, the Airline shall provide Automobile Liability Insurance with limits of not less than $5,000,000 per occurrence combined single limit, for bodily injury and property damage for any owned, non-owned or hired autos; *provided, however*, that the Airline may reduce the foregoing amount to $1,000,000 per occurrence combined single limit so long as the Airline's Commercial General/Aviation Liability Insurance or equivalent coverage includes excess auto liability. The City shall be named as an additional insured on a primary, non-contributory basis.

(iv) All Risk Builders Risk Insurance

When the Airline undertakes any construction at the Airport, including improvements, betterments or repairs, the Airline shall provide or cause its Contractor to provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of

the permanent facility. Coverage extensions must include boiler and machinery, earthquake and flood

(v) All Risk Property Insurance

Whenever the Airline has control over any premises, All Risk Property Insurance shall be maintained at replacement cost covering all loss, damage, or destruction for such premises including improvements and betterments and property are the Airline's care, custody and control. Coverage must include boiler and machinery, earthquake, flood, sprinkler leakage (*provided* that the Airline may self-insure sprinkler leakage coverage in accordance with Section 13.02(k)) and debris removal. The City must be named as an additional insured and loss payee

The Airline shall be responsible for all loss or damage to personal property owned, rented or used by the Airline.

(vi) Professional Liability

When any architects, engineers, project managers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained by such architects, engineers, project managers, construction managers or other professional consultants with limits of not less than $2,000,000; *provided, however*, that design and construction architects, engineers, project managers, construction managers or other professional consultants who perform work with respect to any construction project undertaken by the Airline pursuant to this Agreement must maintain limits of not less than $5,000,000. 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 that is not renewed or replaced must have an extended reporting period of at least two (2) years.

(vii) Pollution Legal Liability Insurance

Pollution Legal Liability Insurance must be provided covering bodily injury, property damage and any other losses caused by pollution conditions with limits of not less than $5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal, including receiving, dispensing, transporting, removing, and handling fuels or any other pollutants. 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 that is not renewed or replaced must have an extended reporting period of at least two (2) years. The Airline may self-insure this coverage in accordance with Section 13.02(k).

(b) The Airline will furnish the Commissioner with original Certificates of Insurance and a copy of the additional insured endorsements evidencing the coverage required to be in force on the date of this Agreement, and renewal Certificates of Insurance and additional insured endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

(c) The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of the Agreement, for which the City may terminate this Agreement, suspend the right of the Airline to operate at the Airport or exercise any of the City's other remedies under this Agreement until proper evidence of insurance is provided.

(d) All insurance policies shall provide for sixty (60) days' prior written notice to the City prior to the effective date of any material change that adversely affects the City, cancellation or termination of such coverage.

(e) In each contract with any Contractor, the Airline shall require such Contractor to obtain insurance coverages that are reasonably comparable to the coverages required herein and are reasonably appropriate in their limits and other terms and conditions to the nature of the contract and standard in the industry within which such Contractor practices. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives in respect of the applicable work being performed. When requested by the City, the Airline shall provide, or cause to be provided, to the City certificates of insurance and copies of additional insured endorsements or such other evidence of insurance, acceptable in form and content to the City.

(f) The Airline expressly understands and agrees that any insurance coverages and limits furnished by the Airline shall in no way limit the Airline's liabilities and responsibilities specified within the contract documents or by law.

(g) The Airline and its insurers hereby waive, and the Airline shall cause each Contractor and each Contractor's insurers to waive, their respective rights of subrogation against the City, including the City's appointed and elected officials, agents and employees; *provided, however*, that the foregoing waiver with respect to any insurers applies only with respect to All Risk Property Insurance.

(h) The Airline hereby waives any claim to recover damages incurred to property owned by the Airline.

(i) The Airline expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by the Airline under this Agreement.

(j) With respect to Work performed under or incident to this Agreement, the Airline further agrees to obtain and maintain insurance acceptable to the City which is primary as to any other existing, valid and collectible insurance and which names the City as additional insured to cover any and all of the City's comparative fault or negligence in granting, or arising out of or incident to the City's acts or omissions with respect to this Agreement.

Further, the insurance to be carried shall be in no way limited by any limitations expressed in the indemnification language herein nor any limitation placed on the indemnity therein given as a matter of law. The insurance shall cover and include any and all of the City's negligence or comparative fault under this contract. The Airline by executing this contract expressly waives any right of contribution against the City and all damages, claims, expenses and costs shall be satisfied from the proceeds of the insurance provided for herein.

(k) The Airline may not self-insure any portion of any limit of primary coverage required hereunder unless specifically permitted under this Section 13.02. It is understood that in any instance in which the Airline is permitted to and chooses to self-insure a portion of the limit of primary coverage required hereunder, the Airline, as a self-insurer, has the same duties and obligations to the City and to the City's liability insurer(s) as a primary liability insurer has to excess insureds and excess insurers under a standard ISO policy form even though the Airline's self-insurance is not on a standard ISO form.

(l) The Airline shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by the City.

(m) The City maintains the right to modify, delete, alter or change the requirements set forth under this Section 13.02.

Section 13.03: City's Insurance.

The City shall maintain liability and property insurance as deemed appropriate by the City for the Airport and as may be required by any Bond Ordinance.

ARTICLE 14: DAMAGE, DESTRUCTION AND CONDEMNATION

Section 14.01: Damage to, Destruction or Condemnation of Airport.

If the Airport or any portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all insurance proceeds or proceeds resulting from eminent domain proceedings, as the case may be, shall be applied as provided below:

(a) the City shall replace, repair, rebuild or restore such portion of the Airport to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or

(b) the City shall apply such proceeds to redeem any outstanding Bonds; *provided, however,* that Bonds may be redeemed only if such damage, destruction or condemnation is of property the acquisition of which was funded with the proceeds of Bonds, and if: (i) the Airport has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined that the portion of the Airport damaged, destroyed or taken is not necessary to the operation of the Airport.

In the event that sufficient insurance proceeds or proceeds from eminent domain proceedings are not available to restore the Airport to such former condition, the City may issue Bonds to fund such deficiency pursuant to Section 10.04(a). The City shall use reasonable efforts to notify the Airline of the City's determination whether to proceed pursuant to subsection (a) or (b) above, within six (6) months of the date of such damage, destruction or taking.

Section 14.02: Untenantable Conditions

If the Leased Premises occupied by the Airline hereunder, or any substantial portion thereof, are damaged or destroyed and thereby rendered untenantable, and no Bonds are then outstanding, then, unless the City provides the Airline with alternative Leased Premises reasonably satisfactory to the Airline, (a) the Airline shall not be obligated to pay Terminal Rentals for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one (1) year, the Airline shall be entitled, upon forty-five (45) days' prior written notice to the City, to delete such untenantable portion from its Leased Premises, *provided* that there shall be no abatement or reduction of Terminal Rentals or deletion from its Leased Premises at any time when Bonds, the proceeds of which funded the acquisition or the funding of such Leased Premises, are outstanding or where the untenantable condition is caused by the willful or negligent act or omission of the Airline, its agents, employees, licensees, Contractors, passengers, guests or invitees.

ARTICLE 15: RULES AND REGULATIONS; COMPLIANCE WITH LAWS

Section 15.01: Rules and Regulations

(a) The Airline shall comply, and shall cause its agents, employees, passengers, guests, invitees and Contractors to comply, with all Rules and Regulations governing the conduct at and the operations of the Airport, promulgated from time to time by the Commissioner. The City shall provide the Airline with access to or a written copy of the Rules and Regulations.

(b) Nothing herein shall be construed to prevent the Airline from contesting in good faith any Rule or Regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by the Airline. The Airline shall be excused from complying with any Rule or Regulation of the Airport during any such contest unless the City reasonably determines that failure to comply with such Rule or Regulation constitutes a health or safety hazard at the Airport.

Section 15.02: Observance and Compliance with Laws

(a) The Airline shall, and shall cause its agents, employees, Contractors and licensees to, observe and comply with, and pay all taxes and obtain all licenses, permits, certificates and other authorizations required by, all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, including all rules, regulations and directives of the Federal Aviation Administration or any successor agency thereto. The Airline agrees to make a part of and incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations and any assurances and covenants

required pursuant thereto which may now or hereafter be required by the Federal Aviation Administration or any successor agency thereto, or other federal, state, county or municipal agency. To the extent applicable, the Airline shall comply with the provisions of Exhibits L and M. Exhibits L and M may be amended by agreement of the Airline and the Commissioner. Further, the Airline shall execute and shall cause its Project Contractors to execute a Contractor's Affidavit in the form provided by the City.

(b) The City shall operate and maintain the Airport in a reasonably prudent manner and in accordance with the laws, rules, regulations and orders of any federal, state, county or municipal agency having jurisdiction with respect thereto, including with respect to this Agreement and in the promulgation and enforcement of the Rules and Regulations.

(c) The Airline shall operate and maintain the Leased Premises in a reasonably prudent manner and in accordance with the laws, rules, regulations and orders of any federal, state, county or municipal agency having jurisdiction with respect thereto.

(d) Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies and instructions pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, executive orders, policies and instructions pertaining to the same or similar subject matter.

Section 15.03: Compliance with Environmental Laws

The Airline shall, in conducting any activity or business on the Leased Premises, including environmental response or remedial activities, comply with all applicable Environmental Laws, including Environmental Laws regarding the generation, storage, use, transportation and disposal of solid wastes, Hazardous Materials or Special Wastes and regarding releases or threatened releases of Hazardous Materials or Special Wastes into the environment.

(a) Review of Environmental Documents. The Airline, at the request of the City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the Airline has prepared pursuant to any applicable Environmental Law or submitted to any governmental regulatory agency; *provided* that such documents and materials relate to environmental issues or Environmental Laws and are pertinent to the Airport or the Leased Premises. If any applicable Environmental Law requires the Airline to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Leased Premises or the Airport, the Airline shall provide a copy of such report or notice to the City and, to the extent practicable, shall consult with the City prior to submitting such notice or report to the appropriate governmental agency.

(b) Access for Environmental Inspection. The City shall have access to the Leased Premises to inspect the same in order to confirm that the Airline is using the Leased Premises in accordance with all of the applicable Environmental Laws. The Airline, at the request of the City (after reasonable consultation with the Airline) and at the Airline's expense, shall conduct such testing and analysis as is reasonable and necessary to ascertain whether the Airline is using the Leased Premises in compliance with all applicable Environmental Laws. Any such tests and

analysis shall be conducted by qualified independent experts chosen by the Airline and subject to the City's approval. Copies of reports from any such testing and analysis shall be provided to the City upon receipt by the Airline.

(c) Environmental Noncompliance. If the Airline fails to comply with any applicable Environmental Laws, the City, in addition to its rights and remedies provided in Article 16 below, may enter the Leased Premises and take all reasonable and necessary measures, at the Airline's expense, to ensure compliance with applicable Environmental Laws.

(d) Duty to Notify City. In the event of a release or threatened release of Hazardous Materials or Special Wastes into the environment relating to or arising out of the Airline's use or occupancy of the Leased Premises or in the event any claim, demand, action or notice is made against the Airline regarding the Airline's failure or alleged failure to comply with any Environmental Laws, the Airline promptly shall notify the City in writing and shall provide the City with copies of any written claims, demands, notices, or actions so made.

(e) Environmental Remediation. The Airline shall undertake such steps to remedy and remove any Hazardous Materials and Special Wastes and any other environmental contamination as are caused by the Airline on or under the Leased Premises, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Leased Premises into compliance with all applicable Environmental Laws. Such work shall be performed at the Airline's sole expense after the Airline submits to the City a written plan for completing such work and receives the prior written approval of the City, which approval shall not be unreasonably withheld. The City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The cost of such review and inspection shall be paid by the Airline. Specific cleanup levels for any environmental remediation work shall be designed to meet all applicable Environmental Laws. In the event that the City is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Leased Premises caused by the action or inaction of the Airline, the Airline shall defend the City and indemnify and hold harmless the City from any costs, damages or fines resulting therefrom.

(f) National Emission Standards for Hazardous Air Pollutants. The Airline warrants that all Work performed pursuant to this Agreement shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

Section 15.04: Compliance with FAA Standards

The Airline shall comply, and shall cause its Contractors to comply, with all laws, rules and regulations promulgated by the FAA including the following:

(a) Prohibition Against Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct an Air Transportation Business as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privileges and right of conducting any or all activities of an aeronautical nature.

(b) Government Inclusion. The Airline covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport. The Airline further agrees that it shall not cause the City to violate any assurances made by the City to the federal government in connection with the granting of such federal funds.

(c) Non-Discrimination. This Agreement involves the use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. The Airline, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national original shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

(d) Non-Discrimination in Furnishing Services. The Airline agrees to furnish services in the United States in compliance with federal law and on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; *provided* that the Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 15.05: Anti-Scofflaw

The Airline hereby represents and warrants and shall cause each of its Project Contractors to represent and warrant, that the Airline or such Project Contractor, as the case may be, is not in violation of Section 2-92-380 of the Municipal Code, and further represents and warrants that, in the event of any such violation, the City shall be entitled to set off from those amounts invoiced by the Airline an amount equal to the amount of any fines or penalties owed to the City, subject to those exceptions stated in the Municipal Code.

Section 15.06: Ethics

The Airline hereby represents and warrants and shall cause each of its Project Contractors to represent and warrant that the Airline or such Project Contractor, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code. Any contract negotiated, entered into, or performed in violation of said chapter shall be invalid and without any force whatsoever.

Section 15.07: Inspector General and Legislative Inspector General

The Airline understands and will abide by the provisions of Chapters 2-55 and 2-56 of the Municipal Code. The Airline acknowledges and agrees that it shall be the duty of the Airline and its Project Contractors and all their and all officers, directors, agents, partners and employees

to cooperate with the Inspector General or Legislative Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-55 or 2-56 of the Municipal Code.

All contracts with Project Contractors must inform Project Contractors of this provision and require understanding and compliance with it

Section 15.08:Business Relationships With Elected Officials Municipal Code Section 2-156-030(b)

The Airline understands and will abide by the provisions of Section 2-156-030 of the Municipal Code. Pursuant to Municipal Code 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 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 Municipal Code Section 2-156-030(b) by any elected official with respect to this contract will be grounds for termination of this contract. The term business relationship is defined as set forth in Municipal Code Section 2-156-080.

Municipal Code 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: (a) 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; (b) the authorized compensation paid to an official or employee for his office or employment; (c) any economic benefit provided equally to all residents of the city; (d) a time or demand deposit in a financial institution; or (e) an endowment or insurance policy or annuity contract purchased from an insurance company. A contractual or other private business dealing will not include any employment relationship of an officials spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

Section 15.09:Shakman Accord

The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" and the June 24, 2011 "City of Chicago Hiring Plan" entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Agreed Settlement Order and Accord and the City of Chicago Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

The Airline is aware that City policy prohibits City employees from directing any individual to apply for a position with the Airline, either as an employee or as a contractor, and

from directing the Airline to hire an individual as an employee or as a contractor. Accordingly, the Airline must follow its own hiring and contracting procedures, without being influenced by City employees.

Section 15.10: Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Identified Parties shall make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee (as such term is defined in Municipal Code Chapter 2-156) (a) after execution of this Agreement by the Airline, (b) while this Agreement or another agreement between the Airline and the City (an "**Other Contract**") is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

From the date the City approached the Airline or the date the Airline 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 the Mayor's political fundraising committee.

The Airline shall not (i) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (ii) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (iii) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this Section 15.10 or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this Section 15.10 or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 15.10 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement and any Other Contract, for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including termination for default) under this Agreement, under any Other Contract, at law and in equity. This Section 15.10 amends any Other Contract with respect to the matters described herein and supersedes any inconsistent provision contained therein.

Section 15.11: No Waste Disposal in Public Way Municipal Code Section 11-4-1600(E)

The Airline warrants and represents that it has not violated and is not in violation of the following sections of the Municipal 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;
- 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, the Airline's violation of the Waste Sections, whether or not relating to this Agreement, constitutes a breach of and an event of default under this Agreement. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This Section 15.11 does not limit the Airline's 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.

Section 15.12: Visual Artists Rights Act Waiver

The Airline will ensure that in the event any Artwork is installed in the Leased Premises or other portions of the Airport, the author of that Artwork waives any and all rights in the Artwork that may be granted or conferred on the Artwork under Section 106A(a)(3) and Section 113(d) of the Copyright Act. The above waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation or transfer of the Artwork. The Airline will ensure that the author of the Artwork acknowledges that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Airline will ensure that the author of the Artwork acknowledges that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork and consents to such destruction, distortion, mutilation or other modification, by reason of its removal, storage, relocation, or reinstallation.

The Airline represents and warrants that it will obtain a written waiver of all rights under Section 106A(a)(3) and Section 113(d) of the Copyright Act as necessary from any employees, contractors, subcontractors, subtenants or artists. The Airline must provide the City with copies of all such waivers prior to installation of any Artwork on the Leased Premises or other portions of the Airport.

ARTICLE 16: DEFAULT, TERMINATION AND CHANGE OF LEASE TERM

Section 16.01: Events of Default

Each of the following shall be an "**Event of Default**" under this Agreement:

(a) The Airline shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code; or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors.

(b) The Airline shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against the Airline under any chapter of the Federal Bankruptcy Code.

(c) By order or decree of a court, the Airline shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or any state thereof and such order or decree shall not be stayed or vacated within sixty (60) days of its issuance.

(d) A petition under any chapter of the Federal Bankruptcy Code or an action under any federal or state insolvency law or statute shall be filed against the Airline and shall not be dismissed or stayed within sixty (60) days after the filing thereof.

(e) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of the Airline and such possession or control shall continue in effect for a period of sixty (60) days.

(f) The Airline shall become a corporation in dissolution.

(g) The letting, license or other interest of or rights of the Airline hereunder shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Section 16.01(a) through (e).

(h) The Airline shall fail to duly and punctually pay any Airline Fees and Charges required to be paid hereunder or shall fail to make payment of any other sum required to be paid to the City pursuant to this Agreement on or prior to the date such payment is due or, with respect to any amount for which no payment date is provided herein, then ten (10) business days after written notice of the amount of such payment has been given to the Airline or an invoice for such payment has been submitted to the Airline.

(i) The Airline shall fail to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Airline by the City; *provided, however,* that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City's right to terminate this

Agreement if corrective action is instituted by the Airline within such thirty (30) day period and diligently pursued until the failure is remedied.

(j) The Airline shall fail to perform Work in accordance with this Agreement, including the Airline Project Procedures set forth in Exhibit J, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Airline by the City; *provided, however,* that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by the Airline within such thirty (30) day period and diligently pursued until the failure is remedied.

(k) Any lien shall be filed against the Leased Premises or any portion thereof resulting from any act or omission of the Airline, and shall not be discharged within thirty (30) days, unless the Airline shall within the aforesaid thirty (30) days furnish the City such security as the Commissioner in his or her discretion determines to be adequate to protect the interests of the City.

(l) The Airline shall discontinue its Air Transportation Business at the Airport for a period of thirty (30) consecutive days or for a period of sixty (60) nonconsecutive days whenever occurring in the aggregate in any Fiscal Year or, after exhausting or abandoning any further appeals, the Airline shall be prevented for a period of thirty (30) consecutive days by action of any governmental agency other than the City from conducting its Air Transportation Business at the Airport.

(m) The Airline shall cease using or abandon substantially all of its Leased Premises for a period of thirty (30) days.

(n) The Airline shall make any purported Transfer without the consent of the City, as set forth in Section 4.03.

(o) The Airline shall fail to maintain its corporate existence or to remain duly qualified to do business in the State of Illinois or the Airline shall dissolve or otherwise dispose of all or substantially all of its assets or shall consolidate with or merge into another corporation; *provided, however,* that it shall not be an Event of Default if the Airline consolidates with or merges into a wholly owned subsidiary of the Airline.

(p) The Airline shall default in the payment, when due, of any amounts now or hereafter owing by the Airline under any special facility agreement executed in accordance with Section 10.08.

(q) The Airline shall fail to meet any of the security deposit requirements set forth in Section 9.06.

(r) The Airline shall fail to transmit to the City PFCs on a timely basis in accordance with the PFC Regulations or shall fail to comply with the provisions of Section 17.02.

(s) The Airline shall violate the Waste Sections of the Municipal Code as set forth in Section 15.11.

Section 16.02: Termination by the City

(a) Whenever an Event of Default has occurred and is continuing, the City may, at its option, immediately and without prior notice of such Event of Default,

(i) terminate this Agreement and the listings, licenses and other rights of the Airline hereunder, without discharging any of the Airline's obligations hereunder and, at the City's further option, exclude the Airline from its Leased Premises and assigned aircraft parking positions,

(ii) without terminating this Agreement, exclude the Airline from its Leased Premises and assigned aircraft parking positions and use its best efforts to lease such Leased Premises to another airline for the account of the Airline, holding the Airline liable for all Airline Fees and Charges and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of the Airline Fees and Charges and other amounts payable by the Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are paid by such new airline under such new agreement; or

(iii) without terminating this Agreement, request that the Airline cease performing the Work.

In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Airline Fees and Charges and any other amounts payable by the Airline hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of the Airline under this Agreement.

(b) The remedies set forth in this Article, shall be in addition to all other remedies which are or may be available to the City at law or in equity.

(c) All rights and remedies hereinbefore given to the City and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises or assigned aircraft parking positions shall deprive the City of any of the City's remedies or actions against the Airline for Airline Fees and Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Airline Fees and Charges or breach of covenant, or the resort to any other remedy herein provided for the recovery of Airline Fees and Charges be construed as a waiver of the right to obtain possession of the Leased Premises or assigned aircraft parking positions.

(d) In no event shall this Agreement or any rights or privileges hereunder be an asset of the Airline under any bankruptcy, insolvency or reorganization proceedings.

Section 16.03:Change of Lease Term

(a) Notwithstanding the provisions of Section 2.01, automatically and immediately upon the occurrence of an Event of Default described in Section 16.01(a), (k), (l), (m), (n), (o), (p), (q) or (r), the term of this Agreement shall convert to month-to-month, commencing on the date of the automatic conversion and shall terminate upon thirty (30) days written notice from the City to the Airline, or from the Airline to the City.

(b) The conversion of the term of this Agreement pursuant to this Section 16.03 shall not discharge any of the Airline's obligations hereunder nor affect any of the City's other remedies set forth herein.

Section 16.04:Pursuit of Remedies Against Defaulting Airline Parties

A default by any Signatory Airline in the payment of Airline Fees and Charges pursuant to Section 9.02 or indemnification payments may, if not cured, result in a greater amount of Airline Fees and Charges payable by the Airline than would otherwise have been required. Accordingly, the City shall diligently pursue all remedies deemed appropriate by the City against any such defaulting Signatory Airline on behalf of and for the benefit of the non-defaulting Signatory Airlines, including the Airline, and shall give due consideration to any comments submitted to the City by the Airline with respect to the pursuit of such remedies.

Section 16.05:Termination by the Airline Prior to Payment of Bonds

At any time that Bonds are outstanding, and if the Airline is not in default hereunder, the Airline may terminate this Agreement and its obligations hereunder as to the Leased Premises to the extent set forth below, at Airline's option, prior to the scheduled expiration date set forth in Section 2.01 by giving the City sixty (60) days' advance written notice by registered or certified mail upon or after the happening and during the continuance of any of the following events:

(a) any action of the Federal Aviation Administration or any other federal, state, county or municipal governmental agency refusing to permit the Airline to operate into, from or through the Airport such aircraft (licensed for use in scheduled air transportation) as the Airline may reasonably desire to operate regularly thereon, and the remaining in force of such refusal for a period of at least sixty (60) days;

(b) the Airline is prevented from conducting its Air Transportation Business at the Airport for a period of one hundred eighty (180) consecutive days for any reason other than its own fault; or

(c) in the event "slot controls," "noise mitigation" restrictions, FAA regulations or other similar governmental regulations are imposed upon the Airline or the Airport, thereby substantially impairing the Airline's ability to operate at the Airport.

The Airline may terminate this Agreement and its obligations hereunder as to all or any portion of Leased Premises upon the occurrence of an event set forth in Section 16.05(a) or (b). Upon the occurrence of an event pursuant to Section 16.05(c), the Airline may terminate only

such portion of its obligations hereunder as to the Leased Premises as are directly and substantially affected by the Airline's impaired ability to operate at the Airport.

Section 16.06: Termination by the Airline After Payment of Bonds

At any time that no Bonds are then outstanding, and if the Airline is not in default hereunder, the Airline may terminate this Agreement and its obligations hereunder to the extent set forth below, at Airline's option, prior to the scheduled expiration date set forth in Section 3.01 by giving the City sixty (60) days' advance written notice by registered or certified mail upon or after the happening and during the continuance of any of the following events.

(a) any action of the Federal Aviation Administration or any other federal, state, county or municipal governmental agency refusing to permit the Airline to operate into, from or through the Airport such aircraft (licensed for use in scheduled air transportation) as the Airline may reasonably desire to operate regularly thereon, and the remaining in force of such refusal for a period of at least sixty (60) days;

(b) any failure by the City to keep, perform and observe any material promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City by the Airline; *provided, however*, that any such failure which can be cured, but which cannot with due diligence be cured within such thirty (30) day period, shall not give rise to the Airline's right to terminate this Agreement if corrective action is instituted by the City within such thirty (30) day period and diligently pursued until the failure is corrected;

(c) the Airline is prevented from conducting its Air Transportation Business at the Airport for a period of one hundred eighty (180) consecutive days for any reason other than its own fault; or

(d) in the event "slot controls," "noise mitigation" restrictions, FAA regulations or other similar governmental regulations are imposed upon the Airline or the Airport thereby substantially impairing the Airline's ability to operate at the Airport.

The Airline may terminate this Agreement and its obligations hereunder as to all or any portion of Leased Premises upon the occurrence of an event set forth in Section 16.06(a), (b) or (c). Upon the occurrence of an event pursuant to Section 16.06(d), the Airline may terminate only such portion of its obligations hereunder as to the Leased Premises as are directly and substantially affected by the Airline's impaired ability to operate at the Airport.

Section 16.07: Termination by the Airline in the Event of a New Airport

(a) In the event that a new commercial passenger service airport is opened and operating and such airport has a direct impact on the operations of the Airport, the Airline shall have the right to terminate this Agreement effective December 31, 2022. For purposes of this provision, a direct impact on the operations of the Airport shall mean either (i) the closure of the Airport; or (ii) material limitations on operations at the Airport. The Airline may exercise its termination rights pursuant to this Section 16.07 by giving the City sixty (60) days advance written notice by registered or certified mail.

(b) In the event a new commercial passenger service airport which the City owns or controls, in whole or in substantial part, and having a level of annual operations at least equal to the Airport, is opened and operating within fifty (50) miles of the Airport, the Airline shall have the right to terminate this Agreement prior to the scheduled expiration date set forth in Section 2.01 by giving the City sixty (60) days' advance written notice by registered or certified mail. This provision shall not apply with respect to the Gary-Chicago International Airport.

Section 16.08: City and Airline Covenants Regarding Airport Operations; Termination by the Airline upon Material Limitations on Operations; Purchase of the Airline's Interest.

(a) The City and the Airline agree that the continued operation of the Airport is important to the City and the Airline. Accordingly, the City will make all reasonable efforts to ensure that the Airport's flight operations, passenger handling, cargo handling and other capacities germane to the operation of commercial air service at the Airport are not constrained, restricted, limited or reduced by action by the City and remain available to meet the demand for transportation to the region. The Airline recognizes that the Midway Noise Commission may recommend the implementation of certain actions to reduce noise levels at the Airport. These recommendations may include soundproofing of local schools and houses and a review of nighttime voluntary curfews but will not require the Airline to comply with any requirements prohibited by federal law. Any recommendations by the Midway Noise Commission shall not be construed as violating this Agreement.

(b) Neither the City nor the Airline shall advocate or support any constraints, restrictions, limitations or reductions on the Airport's flight operations, passenger handling, cargo handling or other capacities germane to the operation of the Airport by any federal, state or local governments (other than by the Midway Noise Commission).

(c) Neither the City nor the Airline will participate as advocates in the planning or development of, or participate in funding, financing, or operations of, any commercial service passenger airport not either (i) currently owned or operated by the City, or (ii) under the authority and jurisdiction of the Chicago-Gary Compact, within a fifty (50) mile radius of the Airport during the term of this Agreement.

(d) The City shall not voluntarily transfer its ownership, oversight or control of the Airport to any governmental entity other than to an entity controlled solely by the City.

(e) In the event that the City fails to comply with this Section 16.08, the Airline may, upon notice to the City (as provided below), terminate this Agreement (as provided below). Such notice shall be given in writing within sixty (60) days after the date the Airline has knowledge of such failure by the City and must contain evidence of such failure by the City. The City shall be deemed to have failed to comply with the provisions of this Section 16.08 if the cumulative effect of individual actions by the City creates such a failure. The City shall have one hundred and twenty (120) days in which to review and respond to the Airline's notice. In the event that the City disagrees with the Airline's determination, the Airline may not terminate this Agreement until thirty (30) days after the City has responded to the Airline's notice. However, the Airline shall not have the right to terminate this Agreement in the event that

constraints, restrictions, limitations or reductions on the Airport's flight operations, passenger handling, cargo handling or other capacities are enacted with general applicability to all airports within the jurisdiction of any federal, state or local governments.

(f) In the event that an involuntary transfer of ownership, oversight or control of the Airport other than to an entity controlled solely by the City occurs, such successor in interest to the City shall, upon petition by the Airline, be obligated to purchase from the Airline, at a cost equal to the then present replacement value, the Airline's ownership or leasehold interest in all permanent improvements then located at the Airport. If such successor in interest is required to purchase the Airline's interest in the permanent improvements under the terms and conditions of this Agreement, the replacement value of such interest shall be determined as follows: if the successor in interest and the Airline cannot agree as to the replacement value of the interest in the permanent improvements, each shall appoint an independent appraiser to determine the replacement value. If the independent appraisers cannot agree as to the replacement value for the interest in the permanent improvements, then both independent appraisers shall agree on the choice of a third independent appraiser who shall make the final determination as to the replacement value of the interest in the permanent improvements. Such appraisal process and final purchase of the Airline's interest in the permanent improvements shall be completed within one hundred and eighty (180) days after the Airline's petition to the successor in interest. Upon purchase of the Airline's interest in its permanent improvements in accordance with this Agreement, the Airline's ownership or leasehold of those improvements shall be canceled and terminated. In the event the Airline exercises its right to petition for the purchase of its interest, the Airline shall have the right to terminate any or all Airline lease agreements (including this Agreement) covering space or facilities at the Airport at a time designated by the Airline. In addition to any available legal remedies, the Airline shall have the right of specific performance to compel such successor in interest to comply with this provision.

Section 16.09: Removal of Airline Property.

(a) The personal property owned and placed or installed by the Airline in its Leased Premises shall remain the property of the Airline and must be removed on or before the expiration of the term or the expiration of any extension or renewal of the term of this Agreement at the Airline's sole risk and expense. Any damage to the Airport, the structure, the Leased Premises or any fixtures located therein resulting from such removal shall be paid for by the Airline. In the event of the termination of this Agreement, the Airline shall have thirty (30) days after such termination during which to remove such property; *provided, however*, the City shall have the right to assert such lien or liens against said property as the City may by law be permitted. So long as any such property remains in the Leased Premises, the Airline's obligation to pay Airline Fees and Charges shall continue with respect to such Leased Premises.

(b) If the Airline's property is not removed as herein provided, the City may, at its option, deem such property abandoned and keep such property or, after written notice to the Airline and at the Airline's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in the City's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by the Airline to the City, and any balance remaining shall be paid to the Airline.

Section 16.10: No Waiver

A failure by either Party to take any action with respect to any default or violation by the other Party of any of the terms, covenants or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the first Party to act with respect to any prior, contemporaneous or subsequent violation or default. The acceptance by the City of payment for any period or periods after a default or violation of any of the terms, conditions and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of the City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

Section 16.11: Agreement to Pay Attorneys' Fees and Expenses

In the event the Airline defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of Airline Fees and Charges or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of the Airline herein contained, the Airline shall, on demand, pay to the City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default.

Section 16.12: Force Majeure

(a) Neither party hereto shall be liable to the other for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limiting the generality hereof, strikes, boycotts, picketing, slowdowns, work stoppages, or other labor actions affecting the City or its contractors, or the Airline or its Contractors, except to the extent that such failure, delay or interruption results from failure on the part of the City or the Airline to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption, *provided* that nothing in this Section 16.12 is intended or shall be construed to abate, postpone or in any respect diminish the Airline's obligations to make any payments due the City pursuant to this Agreement.

(b) The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state, county or municipal law, rule, regulation, requirement, order or directive.

ARTICLE 17: GENERAL PROVISIONS

Section 17.01: Covenant Not to Grant More Favorable Terms

The City shall not enter into any lease, contract or other agreement with any other airline providing service at the Airport which contains any rates or charges more favorable to such airline than the rates and charges payable hereunder by the Airline unless the City also makes

those more favorable terms available to the Airline; *provided, however* that the City reserves the right to charge for the use of the City-Controlled Facilities on a per use basis.

Section 17.02: PFCs to be held in Trust for the City

(a) The Airline shall hold the net principal amount of all PFCs that are collected by the Airline or its agents on behalf of the City pursuant to 49 U.S.C. App. § 1513 and the rules and regulations thereunder (14 C.F.R. Part 158, herein, the "**PFC Regulations**") in trust for the City. For purposes of this Section 17.02, net principal amount shall mean the total principal amount of all PFCs that are collected by the Airline or its agents on behalf of the City, reduced by all amounts that the Airline is permitted to retain pursuant to Section 158.53(a) of the PFC Regulations.

(b) In the event that the Airline fails to make payments of PFCs to the City in accordance with the PFC Regulations, the City may require the Airline to establish a PFC trust account pursuant to this Section 17.02(b). In the event the City requires the Airline to establish a PFC trust account, and notwithstanding Section 158.49 of the PFC Regulations, upon receipt of PFCs that are collected by the Airline or its agents on behalf of the City, the Airline shall establish, and shall deposit the net principal amount of such PFCs in, a trust account for the City's benefit (the "**Trust Account**"). The City and the Airline agree that the Trust Account shall be held in the name of the Airline as trustee for the City; *provided* that the City and the Airline mutually agree to terms upon which amounts may be withdrawn from such account upon the joint direction of the City and the Airline. If the City and the Airline do not so agree, the Trust Account shall be held by an independent third party bank trustee, in which event such trustee's fees shall be payable by the City. The City shall have the right to select such trustee subject to the approval of the Airline which approval will not be unreasonably withheld. The Trust Account shall be separate from and not commingled with all other Airline funds, including PFCs collected on behalf of other airports. In accordance with Section 158.51 of the PFC Regulations, any amounts required to be remitted to the City under such section shall be paid in any event by the Airline, as trustee, or by such third party bank trustee, to the City on or before the date specified in such section first out of the net principal amount, then, to the extent of any deficiency, by the Airline, out of income earned thereon and then, by the Airline, out of any available funds of the Airline. Funds in the Trust Account shall be invested solely in instruments issued or guaranteed by the United States government or any of its agencies, commercial paper rated A1 or P1 or better by, respectively, Standard & Poor's Rating Services or Moody's Investors Service, Inc., or federally insured bank certificates of deposit. Any income earned on funds in the Trust Account on or prior to the date of required remittance to the City shall be the property of the Airline and shall be paid directly to the Airline. Any income earned on funds in the Trust Account after the date of required remittance to the City shall be the property of the City and shall be paid immediately to the City.

(c) Upon the determination of a United States bankruptcy court in a final non appealable order that a trust account is not required to establish the City's absolute right immediately to receive all PFCs collected for the City and held by the Airline, Section 17.02(b) shall no longer apply.

(d) In the absence of additional regulations governing the treatment of refunds, any refunds of PFCs due to passengers as a result of changes of itinerary shall be paid proportionately out of the net principal amount attributable to such PFCs and the amount that the Airline was permitted to retain under Section 158.53(a) of the PFC Regulations attributable to such PFCs. The Airline hereby acknowledges that the net principal amount of all PFCs collected on behalf of the City shall remain at all times the property of the City, except to the extent of amounts refunded to passengers pursuant to the preceding sentence (which shall remain the property of the City until refunded and become the property of the passenger upon and after refund). Other than the amounts that the Airline is entitled to retain pursuant to Section 158.53 of the PFC Regulations, the Airline shall be entitled to no compensation.

Section 17.03: Use of PFCs

Commencing on the Effective Date, the City shall use all PFC revenue collected at the Airport to pay Debt Service on Bonds the proceeds of which are used by the City to pay for capital projects approved by the FAA for the collection and use of a PFC at the Airport. In each Fiscal Year, the amount of Debt Service includible in the calculation of Airline Fees and Charges under Article 8 shall be reduced by the amount of Debt Service paid by the City from PFC revenue. The foregoing notwithstanding, the City may use PFC revenue to pay for a capital project on a pay-as-you go basis if the City submits a written request for approval to use PFC revenue for such purpose to the Signatory Airlines (which request shall specify the capital project, the cost thereof and the amount of PFC revenue to be used to pay for such capital project on a pay-as-you-go basis), and a Majority-in-Interest does not disapprove such request in writing to the City within thirty (30) days of the submission of the request to the Signatory Airlines.

Section 17.04: Compliance with Rule 15c2-12 of the Securities Exchange Act

If at any time when Bonds are outstanding the Airline is not complying with the reporting requirements under the Securities Exchange Act, the Airline will provide to the City such information with respect to the Airline as the City deems reasonably necessary in order to comply with Rule 15c2-12 under the Securities Exchange Act.

Section 17.05: No Partnership or Agency

Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make the Airline the general representative or agent of the City for any purpose whatsoever.

Section 17.06: No Personal Liability

No official, employee or agent of the City shall be charged personally by the Airline, its officials, employees, agents or Contractors, or by any assignee or sublessee of the Airline, 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's execution or attempted execution, or because of any breach hereof.

Section 17.07: Notices

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be mailed, telexed, telecopied or personally delivered to the City and the Airline at the following addresses:

If to the City, to:

Commissioner
Chicago Department of Aviation
Chicago O'Hare International Airport
10510 West Zemke Road
Chicago, IL 60666

If to the Airline, to:

_____
_____
_____
_____
_____

or to such other person or address as either the City or the Airline may hereafter designate by notice to the other in accordance with this Section 17.07. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by telex or telecopy, the earlier of (i) actual receipt by addressee and (ii) twenty-four (24) hours after confirmation of transmission.

Section 17.08: Entire Agreement

This Agreement, including the attached exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof.

Section 17.09: Amendment

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and the Airline.

Section 17.10: Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

Section 17.11: Authorization to Operate; Consent to Service of Process and Jurisdiction

(a) The Airline warrants that it is a corporation organized and existing under the laws of the state shown on the signature page hereof. The Airline warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

(b) All judicial proceedings brought against the Airline with respect to this Agreement may be brought in any court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois including any of the courts within Cook County and by execution and delivery of this Agreement, the Airline accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Airline irrevocably designates and appoints the representative designated on the signature page hereto under the heading "Designation of Agent for Service of Process," as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service during regular business hours), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Airline to the City of the name and address of a new Agent for Service of Process that works within the geographical boundaries of the City and is employed by the Airline. The Airline irrevocably waives any objection (including any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the City to bring proceedings against the Airline in the courts of any other jurisdiction.

Section 17.12: 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 jurisdictions 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 circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Section 17.13: Representatives

The City and the Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and the Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City's representative shall be the Commissioner. The Airline's representative shall be

designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party.

Section 17.14: Actions by the City and a Majority-in-Interest

(a) Whenever in this Agreement any approval is required from the Airline or from a Majority-in-Interest, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned.

(b) Whenever the approval of or an action by a Majority-in-Interest is required hereunder, it shall be evidenced in writing by the Airlines' Representative.

(c) A Majority-in-Interest may, on behalf of the Signatory Airlines, waive or amend any provision of this Agreement; *provided however*, that no such waiver or amendment shall discriminate materially and adversely against the rights of any single Signatory Airline without such Signatory Airline's approval.

(d) Subject to the provisions of Section 17.14(c), all approvals, actions and decisions by a Majority-in-Interest with respect to matters hereunder requiring such approval, action or decision shall be binding upon the Airline whether or not the Airline constitutes a part of the Majority-in-Interest that so acted or rendered its approval or decision.

(e) Wherever in this Agreement the approval of the City is required, such approval may be given by either the Commissioner or a designee of the Commissioner, except as otherwise expressly provided herein. Such approval, except for those approvals within the sole discretion of the City, shall not be unreasonably withheld.

Section 17.15: Successors and Assigns

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 17.16: Subordination to Bond Ordinance

(a) This Agreement and all rights granted to the Airline hereunder, excepting only the Airline's rights pursuant to Section 4.04, are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by the City in any Bond Ordinance executed by the City to issue Bonds. The City expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor.

(b) The Airline understands that the City is and will be the issuer of Bonds. With the exception of taxable Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income from the holders of such Bonds for federal income tax purposes under the Internal Revenue Code of 1986, as amended, the Airline agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises, if the act or failure to act may cause the City to be in noncompliance with the provisions of the Internal Revenue Code of 1986, as amended, as they

may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will the Airline take, or permit to any action or omission which may cause the interest on the tax exempt Bonds not to be excludable from the gross income of the holders thereof for federal income tax purposes.

Section 17.17: Certificate in Connection with Issuance of Bonds

The Airline agrees that in connection with any issuance of Bonds by the City, upon not less than ten (10) days prior request by the City, the Airline will deliver to the City a statement in writing certifying:

(a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);

(b) that the City is not in default under any provision of this Agreement, or if in default, the nature thereof in detail; and

(c) such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 17.18: No Third Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 17.19: Counterparts.

This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City, and its seal to be hereunto affixed and attested by the City Clerk of the City, and the Airline has caused this Agreement to be executed on its behalf by its _____ _____, pursuant to due authorization, all as of the day and year first above written.

Attest: CITY OF CHICAGO

_____ _____

City Clerk Mayor

Recommended by
DEPARTMENT OF AVIATION

_____
Commissioner

Approved as to form and legality:

_____
Chief Assistant Corporation Counsel

[AIRLINE]

By _____
Its _____

Address for Notice to Airline

_____
_____
_____
_____

Designation of Agent for Service of Process:

_____

[(Sub)Exhibit "D" referred to in this Airport Use Agreement and Facilities Lease unavailable at time of printing.]

[(Sub)Exhibits "A" and "F" referred to in this Airport Use Agreement and Facilities Lease printed on pages 35020 and 35022, respectively, of this *Journal*.]

(Sub)Exhibits "B", "C", "E", "G", "H", "I", "J", "K", "L", "M", "N" and "O" referred to in this Airport Use Agreement and Facilities Lease read as follows:

(Sub)Exhibit "B".
(To Airport Use Agreement And Facilities Lease)

Cost Centers.

"Airfield Area" means the Cost Center which includes the land identified as Airfield Area on Exhibit B-1, and, except, as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including the Runways, Taxiways, and facilities at the Airport for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers operated and maintained by the FAA, security fences, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from the rest of the Airfield Area.

"Terminal Area" means the Cost Center which includes the land identified as Terminal Area on Exhibit B-1, and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including all passenger terminal buildings, connecting structures, passenger walkways and tunnels, concourses, holdroom areas, passenger loading bridges and control towers maintained by the City or by an airline.

Terminal Ramp Area" means the Cost Center which includes the aircraft parking apron identified as Terminal Ramp Area on Exhibit B-1 and includes the aircraft parking apron identified as Terminal Ramp Area on Exhibit B-1, and except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including aircraft parking areas and aircraft circulation and taxiing areas for access to the aircraft parking areas.

"Equipment Cost Center" means the Cost Center which includes the terminal and airline equipment required for the handling and servicing of passengers, baggage, aircraft and flight operations at the Airport.

"Fueling Cost Center" means the Cost Center which includes the Fuel System identified as Fueling Cost Center on Exhibit B-1.

"FIS Cost Center" means the Cost Center which includes the FIS Facility identified as the FIS Cost Center on Exhibit B-1.

"Indirect Cost Center" means the Indirect Cost Center which will accumulate those expenses identified in Section 1.3 (Indirect Costs) of Exhibit G.

"Parking and Roadway Area" means the Cost Center which includes the land identified as Parking and Roadway Area on Exhibit B-1 and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including all public

and employee parking areas and all roads and facilities serving such parking areas, the Terminal Area access road, the terminal and frontage road, the exit road and all other roadways, rights-of-way, ramps, sidewalks and other facilities including the commercial vehicle storage lot, rental car ready-return lot and other parking areas leased to car rental and ground transportation concessions.

"Support Facilities Area" means the Cost Center which includes the land identified as Support Facilities Area on Exhibit B-1, and except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including aircraft rescue and fire fighting facilities, airport maintenance complex/snow removal equipment facilities, fuel storage facilities, airline maintenance and other airline support facilities such as FBOs, general aviation facilities and aircraft hangar and cargo facilities and the airport services road system.

[(Sub)Exhibit "B-1" referred to in these Cost Centers printed on page 35021 of this *Journal.*]

(Sub)Exhibit "C".
(To Airport Use Agreement And Facilities Lease)

Outstanding Bonds.

1. Airport Revenue Bonds, Series 1996 A and B.
2. Airport Revenue Bonds, Series 1998 A, B and C.
3. Airport Revenue Bonds, Series 1998, 2nd Lien A and B.
4. Airport Revenue Bonds, Series 2001 A and B.
5. Airport Revenue Bonds, Refunding Series 2004 A and B, 2nd Lien.
6. Airport Revenue Bonds, Series 2004 C and D, 2nd Lien.
7. Airport Revenue Bonds, Series 2010 A, 2nd Lien.
8. Airport Revenue Bonds, Series 2010 B, C and D, 2nd Lien.
9. Airport Commercial Paper Notes.

(Sub)Exhibit "E".
(To Airport Use Agreement And Facilities Lease)

Surviving Agreements.

There are no surviving leases or agreements.

(Sub)Exhibit "G".
(To Airport Use Agreement And Facilities Lease)

Allocation Methodology.

1. Allocation Of Operation And Maintenance Expenses To Cost Centers.

Operation and Maintenance (O&M) Expenses, including the fund deposit requirement for the O&M Reserve Account, are to be allocated and charged directly to the Cost Centers whenever possible. Costs that are not directly chargeable will be allocated to the Cost Centers based on formulas enumerated herein.

1.1 Direct Costs Charged To Cost Centers.

The following costs will be charged directly to the Cost Centers as they are incurred:

1. Salaries and wages of Department of Aviation operation personnel will be charged to Cost Centers based on daily time records of each employee.

2. Salaries, wages and fringe benefits (net of reimbursement from the City's corporate fund) of Fire Department personnel (with the exception of paramedics) assigned to the Airport will be charged to the Airfield Area.

3. Salaries, wages and fringe benefits of Fire Department paramedics will be charged to the Terminal Area.

4. Salaries, wages and fringe benefits of Police Department personnel will be charged to individual Cost Centers based on the coverage afforded each Cost Center.

5. Costs of operating and maintaining the parking lots and roadways, including energy use, will be charged to the Parking and Roadway Area.

6. Costs of operating and maintaining landside pedestrian walkways and bridges between the terminal building and southwest transit system and parking facilities will be charged to the Terminal Area.

7. Costs of operating the shuttle buses will be charged to the Parking and Roadway Area.

8. Materials, supplies, and machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized will be charged to the Cost Center in which they are used.

9. Engineering and professional services will be charged to specific projects identified as relating to a particular Cost Center. Services for projects not attributable to a specific Cost Center will be considered administrative costs.

10. Costs of operating and maintaining airline equipment, as defined in the MATCO Agreement, required for the handling and servicing of passengers, baggage, aircraft and flight operations will be charged to the Equipment Cost Center.

11. Costs of operating and maintaining the Fuel System will be charged to the Fueling Cost Center.

12. Costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles are not capitalized, will be charged to the Cost Center in which they are incurred.

13. Costs of water pollution control will be charged directly to the Airfield Area.

14. Costs of rentals of real property and costs of rental equipment or other personal property will be charged to the Cost Center in which they are incurred.

15. Costs incurred in collecting and attempting to, collect any sums due the City in connection with the operation of the Airport will be charged to the Cost Center to which they are attributable.

16. Costs of advertising at or for the Airport will be charged to the Cost Center to which they are attributable.

17. Any other costs incurred at or allocated to the Airport necessary to comply with any valid rule, regulation, policy or order of any federal, state or local government, agency or court will be charged to the Cost Center to which such cost is attributable.

18. All other direct and indirect expenses (including judgments and settlements), whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City which may be lawfully imposed upon the Airport by entities other than the City will be charged to the Cost Center to which such expense is attributable.

19. Costs of repair, maintenance and operation of the Airport's Heating and Refrigeration System will be charged directly to the Terminal Area. Revenue received from non-airline tenants for HVAC service will be allocated to the Terminal Area.

20. Water and sewage costs will be allocated to the Terminal Area. Revenue received from non-airline tenants for water and sewage services will be allocated to the Cost Center in which the services are provided.

21. Costs of operating and maintaining the public address system will be allocated to the Terminal Area.

22. Amounts owed to the City under the MATCO Agreement and included in the definition of "O&M Expenses" under item (1) thereof will be charged to the Equipment Cost Center or the Fueling Cost Center depending on whether the amounts relate to the Equipment Cost Center or the Fuel System.

1.2 Formula Allocated Costs.

Formula allocated costs are those that cannot be accurately charged to a specific Cost Center as they are incurred and must, therefore, be assigned to the Cost Centers using an allocation formula basis.

1. Fringe benefits (workmen's compensation, pension, et cetera) will be allocated to the Cost Centers in proportion to the salaries and wages of the assigned Department of Aviation operating personnel.

2. Costs of operating and maintaining vehicles, including fuel, will be allocated based on vehicle utilization. A record will be maintained of the vehicles assigned for use in each Cost Center.

3. Electrical and natural gas utility costs for the current Fiscal Year will be allocated based on the actual usage recorded for the most recently completed Fiscal Year. Revenue received from non-airline tenants for service will be allocated to the Cost Center in which the costs are incurred. Electrical and natural-gas utilities that are not directly chargeable to a Cost Center or Airport tenant will be allocated to the Indirect Cost Center.

1.3 Indirect Costs.

Indirect (overhead) expenses are those costs that are not directly attributable to the Airfield Area, Terminal Area, Terminal Ramp Area, Parking and Roadway Area, Support Facilities Area, Equipment Cost Center or Fueling Cost Center, and therefore will be accumulated in the Indirect Cost Center. The costs accumulated in the Indirect Cost Center will be allocated to each other Cost Center except the Equipment Cost Center and the Fueling Cost Center based on the proportion of direct costs of each such other Cost Center to the direct costs of all such other Cost Centers, not including the Equipment and the Fueling Cost Center. Indirect costs will include, but not be limited to, the following:

1. Salaries, wages and fringe benefits of DOA administrative staff.
2. Salaries, wages and fringe benefits of assigned staff from Department of Law, Comptroller and other City Departments.
3. Trustee fees.
4. Insurance and bonds.
5. Communications.
6. Travel.
7. Other DOA indirect expenses.
8. Non-vouchered other expenses from other City Departments.
9. Engineering and professional service fees not capitalized.
10. Computer services and office equipment rental and fees.
11. Other expenses of City Departments other than DOA which are vouchered to the Airport will be charged to the Indirect Cost Center.

2. Charging Of Debt Service To Cost Centers.

The City shall allocate Debt Service for each Fiscal Year among the Cost Centers. Debt Service will be allocated to the Cost Centers based on actual expenditures made out of the proceeds of obligations giving rise to such Debt Service for each Capital Project described in the Terminal Development Program, Capital Improvement Program, and any future Capital Projects presented by the City to the Signatory Airlines in accordance with Section 10.03. Debt Service will be directly allocated to the Cost Center which benefits from the Capital Project. Debt Service which is not directly attributable to a Cost Center

will be allocated among the Cost Centers based on the proportion of Debt Service directly allocated to each Cost Center to the total Debt Service allocated to all the Cost Centers for each Fiscal Year. No Debt Service will be allocated to the Indirect Cost Center.

3. Allocation Of Fund Deposit Requirement To Cost Centers.

   3.1 The fund deposit requirements for the Repair and Replacement Fund, Emergency Reserve Fund and the O&M Reserve Account of the O&M Fund will be allocated among the Cost Centers, other than the Indirect Cost Center, based on the proportion of O&M Expenses allocated to each Cost Center other than the Indirect Cost Center to the total O&M Expenses allocated to all the Cost Centers other than the Indirect Cost Center for each Fiscal Year. All Costs Centers excluding the Indirect Cost Center will receive fund deposit requirement allocations.

   3.2 The fund deposit requirement for the Special Capital Projects Fund will be directly allocated to the Cost Center(s) which benefits from the Capital Project constructed with the fund deposit.

4. Net Requirement Or Net Surplus Of The Support Facilities Area.

   The Net Requirement or Net Surplus of the Support Facilities Area shall be allocated to the Airfield Area for each Fiscal Year.

5. Net Requirement Or Net Surplus Of Parking And Roadway Area.

   The Net Requirement or Net Surplus of the Parking and Roadway Area shall be allocated to the Airfield Area, Terminal Area and Terminal Ramp Area based on the proportions of the Net Requirement or Net Surplus of such Costs Centers (excluding the allocation of the Net Requirement or Net Surplus of the Parking and Roadway Area) for each Fiscal Year.

6. Assignment Of Non-Airline Revenues To Cost Centers.

   Non-Airline Revenues are to be assigned directly to Cost Centers whenever possible, based primarily on the physical location (the actual monetary transaction may occur in a different Cost Center) of the source of the revenue. Non-Airline Revenues from all sources located within each Cost Center will be assigned directly to that Cost Center. All Non-Airline Revenues which cannot be directly assigned will be allocated to the Cost Centers based on the formulas enumerated herein.

   6.1 Non-Airline Revenues Assigned Directly To Cost Centers.

1. The following Non-Airline Revenues and all similar revenues will be assigned to the Airfield Area:

   -- Non-Signatory Landing Fees

   -- General Aviation Landing Fees

   -- Aircraft Tie Down Fees

   -- Overnight Aircraft Parking Fees

   -- Other Airfield Area Rentals, Fees and Charges

2. The following Non-Airline Revenues and all similar revenues will be assigned to the Terminal Area:

   -- Space Rentals (including utility reimbursement)

   -- Revenues from concessions (including utility reimbursement) located in the Terminal Area

   -- Aircraft Turn Fees

   -- Joint Use Baggage Fees

3. The following Non-Airline Revenues and all similar revenues will be assigned to the Terminal Ramp Area:

   -- Ramp Rentals

4. The following Non-Airline Revenues and all similar revenues, if located and generated in the Parking and Roadway Area, will be assigned to the Parking and Roadway Area:

   -- Automobile Parking Fees Automobile and Truck Rentals

   -- Limousine and Bus Fees

   -- Other Ground Transportation Fees

   -- Employee Parking Lot Fees Investment Income

5. The following Non-Airline Revenues and all similar revenues, if located and generated in the Support Facilities Area, will be assigned to the Support Facilities Area:

   -- Hangar Rentals

   -- Air Cargo Building(s) Rentals

   -- Land Rentals

   -- Building Space Rentals

   -- Flight Kitchen Rentals and Concession

   -- FBO Concession Fees

6. The following Non-Airline Revenues and all similar revenues, if located and generated in the Fueling Cost Center, will be assigned to the Fueling Cost Center:

   -- Tank Farm Rentals

   -- Fuel Flowage Fees

6.2 Revenues Allocated To Cost Centers.

1. Investment income derived from the Debt Service Reserve Fund and the Junior Lien Obligation Debt Service Fund created under the Master Indenture will be allocated among the Cost Centers on the same basis and in the same proportion as Debt Service is allocated to the Cost Centers for each Fiscal Year. Parking investment income will be directly allocated to the Parking and Roadway Area.

2. Reimbursement for security services will be allocated to the Terminal Area.

3. Other unrestricted investment income will be allocated to the Airfield Area, Terminal Area, Terminal Ramp Area, Equipment Cost Center and Fueling Cost Center based on the proportion of total revenues allocated to the above Cost Centers for each Fiscal Year.

(Sub)Exhibit "H".
(To Airport Use Agreement And Facilities Lease)

Description Of Operation And Maintenance Responsibilities

		Leased Airline Premises					Joint Use Premises		
		Ticket Counters	Ticket Offices	Operations Areas	Aircraft Parking Positions	Hold Rooms	Baggage Claim	Bag Makeup	Tug Drives
1	**Air Conditioning**								
	a Maintenance	City	City	City	N/A	City	City	City	N/A
	b. Operating	City	City	City	N/A	City	City	City	N/A
	c Distribution	City	City	City	N/A	City	City	City	N/A
2	**Heating**								
	a Maintenance	City	City	City	N/A	City	City	City	N/A
	b Operation	City	City	City	N/A	City	City	City	N/A
	c Distribution	City	City	City	N/A	City	City	City	N/A
3	**Lighting**								
	a Bulb Replacement	Airline	Airline	Airline	City	Airline	City	Airline	Airline
	b Maintenance	Airline	Airline	Airline	City	Airline	City	Airline	Airline
4	**Electrical**								
	a Maintenance	Airline	Airline	Airline	Airline	Airline	Airline	Airline	Airline
5	**Water**								
	a Distribution	N/A	City	City	City	City	N/A	City	City
	b Fixtures	N/A	Airline	Airline	Airline	N/A	N/A	Airline	N/A
6.	**Sewage**								
	a Distribution	N/A	City	City	City	City	N/A	City	City
	b. Fixtures	N/A	Airline	Airline	Airline	N/A	N/A	Airline	Airline
7	**Maintenance**								
	a **Other than Interior Structure**	Airline	Airline	Airline	Airline	Airline	Airline	Airline	Airline
	b Interior Structure	Airline	Airline	Airline	N/A	Airline	City	Airline	Airline
	c Exterior Term. Bldg	City	City	City	City	City	City	N/A	City
8	**Custodial Service**	Airline	Airline	Airline	N/A	Airline	City	Airline	Airline
9	**Window Cleaning**								
	a Exterior	N/A	City	City	N/A	City	City	N/A	N/A
	b Interior	N/A	Airline	Airline	N/A	Airline	City	N/A	N/A
10	Overhead Doors	N/A	N/A	Airline	N/A	N/A	Airline	Airline	City
11	Snow Removal [2]	N/A	N/A	N/A	Airline	N/A	N/A	N/A	City
12.	**MATCO Equipment**	Airline	Airline	Airline	Airline	Airline	Airline	Airline	Airline

Notes: All areas not part of Airline's Leased Premises shall be City's responsibility; provided, however, City shall not be responsible for any systems or services installed by Airline, or systems and services installed by City and modified by Airline, unless otherwise agreed to by the parties hereto.

Airline may assign any of their responsibilities to MATCO, upon notice to the City.

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[1] Interior Structure is defined as the interior walls, doors, ceiling and other structures.

[2] Airline is responsible for any hand shoveling and abrasive application necessary for passenger access pathways between Terminal and Airline's aircraft.

(Sub)Exhibit "I".
(To Airport Use Agreement And Facilities Lease)

Form Of Performance And Payment Bond.

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 No. _____And Specification No _____ all in conformity with said contract, for:

SPECIMEN

The said contract is incorporated herein reference in its entirety, including without limitation, any and all indemnification provisions
*The attached rider is incorporated herein by reference

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 at the time and manner therein prescribed, and further shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, cost 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 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 Chief Procurement Officer, 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 Chief Procurement Officer shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each 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 of as required by said contract, and shall assure its ability 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 judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, cost 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 in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising 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 judgment thereon, render against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency of arbitration proceedings or suit shall have 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 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 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 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 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 that 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 change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved_____, 20__. _____(Seal)

_____ _____(Seal)

Chief Procurement Officer

_____(Seal)

_____(Seal)

Approved as to form and legality _____(Seal)

_____ _____(Seal)

Assistant Corporation Counsel

Rider referred to in this Contractor's Performance and Payment Bond reads as follows:

Rider
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit "J".
(To Airport Use Agreement And Facilities Lease)

Airline Project Procedures.

1 Airline Project Description

Airline Projects shall be described in writing by the Commissioner to Airline at the time of delegation of Work. The description of the Airline Project shall include the estimated cost of the Work which shall be reimbursable to the Airline by the City.

2 Airline Co-ordination with City

(a) If Airline is delegated an Airline Project pursuant to Section 12.01 of this Agreement and accepts such delegation, Airline shall designate an airline project manager (the "Airline Project Manager") who shall manage and co-ordinate the Work. City shall direct all communications regarding the Work to the Airline Project Manager.

(b) The Commissioner shall designate a work liaison (the "Work Liaison") to represent City in all matters relating to the performance of the Work hereunder and to constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this Exhibit in which City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Airline is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on City, in whole or in part, for the professional or technical accuracy of Airline's Work to be provided hereunder. The Commissioner shall be the final arbiter of any decision to be made or consent or approval to be given under this Exhibit. The Work Liaison shall further assist Airline in coordinating Airline's Work with other projects and operations at the Airport and in Airline's contacts with any federal, state, or local government agencies. If requested, Airline shall provide reasonable administrative space for the Work Liaison on or contiguous to the work site.

3. Standard of Performance

Airline shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the Work hereunder.

Airline shall further perform, or cause to be performed, all Work hereunder according to those standards for Work at the Airport promulgated by DOA, FAA, and any other interested federal, state, or local governmental units, including without limitation any Airport design and construction standards that the Commissioner may promulgate from time to time (the "Airport Design and Construction Standards").

Airline shall further require its Airline Project Contractors to perform all Work required of them in accordance with the above standards and in a safe, efficient, good and workmanlike manner. Airline shall require its Airline Project Contractors to replace all

damaged or defective Work. Subject to the terms and conditions stated herein, Airline shall replace or correct such Work not so corrected or replaced by any Airline Project Contractor, or shall cause such Work to be replaced or corrected by another Airline Project Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to City upon reasonable request therefor, any and all claims it may have against Airline Project Contractors for failure by Airline Project Contractors to comply with the standards of performance imposed upon them in the Airline Project Contracts and hereunder.

In the event Airline or its Airline Project Contractors fail to comply with the above-referenced standards, Airline shall perform again, or cause to be performed again, at its own expense, any and all Work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the Work by City, Airline shall remain solely and exclusively responsible for the technical accuracy of all of the Work, as defined herein and furnished under this Agreement. This provision shall in no way be considered as limiting the rights of City against Airline or its Airline Project Contractors, either under this Agreement, at law, or in equity.

4 Approval of Airline Project Contractors

Airline shall submit the Economic Disclosure Statement and Affidavit on the then current form provided by the City (the "EDS") of each of its Contractors to the City for review and approval prior to the hiring by Airline of Airline Project Contractors. In addition, City shall have the right (but not the obligation) to review, and approve the form of, the Airline Project Contract with any person or firm hired to act as an Airline Project Contractor in connection with the performance of Work. Airline shall include in its Airline Project Contracts all provisions required by this Agreement, such provisions as may be required by law at the time such Airline Project Contract is awarded, and such provisions as may be reasonably requested by City, its Risk Manager, its Chief Procurement Officer and its legal counsel.

5. Assignment of Airline Project Contracts

All Airline Project Contracts shall contain provisions making them assignable to City. Upon the occurrence of an Event of Default under this Agreement, City shall have the right to require that Airline complete the assignment to City of any and all Airline Project Contracts. Such assignment shall be in writing and in a form and substance acceptable to City. Airline agrees that all such Airline Project Contracts shall further contain a clause which provides that in the case of any Airline Project Contract so assigned, the Airline Project Contractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such Airline Project Contract prior to the effective date of such assignment, unless such Airline Project Contractor notifies City in writing of such claim, suit, or cause of action prior to the effective date of such assignment. City shall not be responsible for any claims relating to such Airline Project Contracts arising from or related to any fraud, misrepresentation, negligence or

willful or intentionally tortious conduct by Airline, its officials, employees, agents or other Airline Project Contractors.

6. Requirements for Work.

(a) Project Planning, Design, and Fabrication Phase:

Airline shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans, and specifications for review and comment by the Work Liaison. Such drawings, plans, and specifications, and all amendments thereto, and the cost and schedule information to be provided by Airline under Paragraph 6(b), shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld. The Work Liaison will approve, conditionally approve, or disapprove submissions of any such drawings, plans and specifications within fifteen (15) business days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If Airline intends to adopt fast track construction procedures, Airline must still complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Airline shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Airline to Provide Information.

Prior to the commencement of the Work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the Work, Airline shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Airline's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport, and (iii) Airline's initial and updated cost estimates for the Work.

(c) Installation, Construction, Start-Up and Testing Phase:

(i) The Work Liaison shall have the right to monitor the Work to assure that the Airline Project is installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing, Airline shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
- Contracts;
- material certificates and samples;
- approved shop drawings;
- lien waivers, payrolls, and requests for payment by Contractors of any tier;
- progress reports;
- notification of substantial completion of the Work;
- maintenance and operations manuals in connection with building systems;
- as-built drawings;
- warranties;
- test and start-up results; and
- any other documents related to the Work which may be reasonably requested by City

(ii) No change order which materially changes the scope of the Work or the Airline Project shall be implemented by Airline without review and approval by the Work Liaison. The Work Liaison will approve, conditionally approve or disapprove submissions of change orders within fifteen (15) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation.

(iii) In the event the Work Liaison determines that the Work is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with its Contractors. Until it has been determined by the Work Liaison that the Work has been performed without material variance from the approved cost, schedule, drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Airline, (i) suggest to Airline that Airline withhold payments from any Contractor which has performed, in the judgment of the Work Liaison, Work which is at material variance from the approved cost, schedule, drawings, plans and specifications, or applicable standards or (ii) suggest to Airline that it stop Work where it is directly affected by such variance from the approved cost, schedule, drawings, plans, specifications and applicable standards. If Airline's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Airline to stop any other Work that is at variance with the approved cost, schedule, drawings, plans, and specifications or applicable standards until the affected Work is corrected or replaced.

Any Work which is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards shall be corrected or replaced by Airline, directly or through its Contractors,

provided that the Work Liaison has informed Airline of such variance within ten (10) business days following the performance of such Work, unless the variance effects the structural integrity or safety of the Airline Project or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Airline of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by Airline within thirty (30) days following notice from the Work Liaison to Airline, the Work Liaison may cause such work to be corrected or replaced, with City's own forces or otherwise, at the expense of Airline, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, Airline shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such Work.

7. Ownership

City shall be and become the owner of each component of the Airline Project upon the City's acceptance of that respective component.

8. No Damages for Delay

Airline agrees and shall cause its Airline Project Contractors to agree that claims for damages or charges for additional costs or fees shall not be made against City by Airline or Airline Project Contractors, absent bad faith, fraud, or direct tortious interference, for costs incurred by reason of delays, disruptions, or hindrances in the Contractors' Work. In the event that any Contractor is delayed by causes beyond the reasonable control of such Contractor, the Airline Project schedule for the performance of the Work may be extended by Airline with City approval, to reflect the extent of such delay, provided that Airline shall have given City written notice within ten (10) days of the commencement of such delay and shall have received City's written approval of the extension, which approval shall not be unreasonably withheld. Such notice by Airline shall include a description of the reasons for the delay and the steps to be taken by Airline and Contractor to mitigate the effect of such delay on the Airline Project schedule. City's permitting any Contractor to proceed with its Work, or any part thereof, after such extension shall in no way operate as a waiver of any other rights on the part of City. City shall not be responsible to Airline or its Contractors for any claims for damages or charges for additional costs or fees incurred by reason of delays, disruptions, or hindrances caused by Airline's bad faith, fraud, or direct tortious interference with its Contractors.

9. Prevailing Wage

All Airline Project Contracts entered into by Airline shall contain provisions complying with 820 ILCS 130/0.01 *et seq.*, as it may be amended over the course of the Agreement (within this paragraph only, the "Act"), so long as the Act is in effect, in order to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. All such Airline Project Contracts shall list the

specified rates to be paid to all laborers, workers, and mechanics for each craft of type of worker or mechanic employed in the Airline Project Contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such Airline Project Contracts. Upon request by City, Airline shall provide City with copies of all Airline Project Contracts entered into by Airline to evidence compliance with the provisions of the Act.

10. Performance and Payment Bonds

Airline shall require each of its Airline Project Contractors performing construction Work at or related to the Airport to post a performance and payment bond in the full value of the construction Work to be performed under its Airline Project Contract. Such bonds shall comply with the provisions of 30 ILCS 550/1, and Section 2-92-030 of the Municipal Code. The bond shall be in same form and content as provided by City. The surety issuing such bond shall be acceptable to City's Risk Manager. City and Airline shall be named as co-obligees on all such bonds, provided, however, that City shall be named as the primary co-obligee.

11. Veterans Preference

Airline shall insure that the following provision is inserted in all Airline Project Contracts entered into with any Airline Project Contractor and any labor organization which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor, or services in connection with this Agreement.

> "Contractor shall comply with the provisions of 330 ILCS 55/0.01 et seq. which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) a preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates."

12. Steel Products

Airline shall insure that the following provision is inserted in all Airline Project Contracts entered into with any Contractors and any labor organizations which furnish skilled, unskilled and craft union labor or services in connection with the Airline Project.

> "This contract shall be subject to all provisions of the 'Steel Products Procurement Act' (30 ILCS 565/1 *et seq.*). Steel Products used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States.
>
> For purposes of this Section 'United States' means the United States and any place subject to the jurisdiction thereof and 'Steel Products' means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise

similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steelmaking processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of $5,000 or the payment price received as a result of such violation."

13 Residency

In the event that this Agreement is for construction in excess of $100,000, Airline shall include a provision in its Airline Project Contract that the Airline Project Contractor shall comply with the provisions of Chapter 2, Section 2-92-320 of the Municipal Code which requires that of the total construction worker hours performed by an Airline Project Contractor in the categories of unskilled construction laborers and skilled construction trade workers, at least 50% in each category shall be performed by residents of the City.

14 Liquidated Damages

If the Work is not substantially complete within the time frames set forth in the Airline Project Contract, as adjusted by change orders, both additive and deductive, it is understood that the City will suffer substantial damage, and it being impracticable and infeasible to determine the exact amount of actual damages which may be sustained, it is agreed that the Contractor shall pay as liquidated damages, and not as a penalty or as a limitation on the City or Airline, a sum in accordance with the amounts set forth in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction applicable at the time the Airline Project Contract is entered into for each calendar day the Work is not substantially complete.

15. MacBride Principles for Northern Ireland

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, if the primary Airline Project Contractor conducts any business operations in Northern Ireland, it is hereby required that the Airline Project Contractor shall 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).

For those Airline Project Contractors who take exception in competitive bid contracts to the provision set forth above, the City shall assess an eight percent penalty. This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment.

The provisions of this Section shall 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.

16 Disclosure Affidavit and Disclosure of Retained Parties

Each Airline Project Contractor shall execute and deliver to the City an EDS.

17 Permits and Licenses

Each Airline Project Contractor shall obtain all permits and licenses required, including, without limitation, those required for compliance with all City building codes.

18 City Child Support Ordinance

Each Airline Project Contractor shall comply with Section 2-92-415 of the Municipal Code.

19. Conflict of Interest

(a) No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Work to which an Airline Project Contract pertains, shall have any personal interest, direct, or indirect, in the Airline Project Contract. 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 permitted to any share or part of an Airline Project Contract or to any financial benefit to arise from it.

(b) Each Airline Project Contractor and design consultant shall covenant 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 interest and shall acquire no interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. Each Airline Project Contractor and design consultant shall further covenant that in the performance of this Contract, no person having any such interest shall be employed. Each Airline Project Contractor and design consultant shall agree that if the City, by the Commissioner in his or her reasonable judgment, determines that any of an Airline Project Contractor's or design consultant's work for others conflicts with the Work, that Airline Project Contractor and/or design consultant shall terminate such other services immediately upon request of the City.

(c) Furthermore, if any federal funds are to be used to compensate or reimburse the Airline Project Contractor or design consultant under this Contract, the Airline Project Contractor and/or design consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352 and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, the Airline Project Contractor and design consultant shall execute a Certification Regarding Lobbying, which shall be attached to their respective contracts as an exhibit and incorporated by reference as if fully set forth therein.

20. Chapter 2-56 of the Chicago Municipal Code Office of Inspector General

(a) It shall be the duty of any bidder, proposer, Airline Project Contractor, design consultant, all subcontractors and every applicant for certification of eligibility for a City contractor program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Each Airline Project Contractor and design consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

(b) All subcontracts shall inform Subcontractors of this provision and require understanding and compliance herewith.

21. Governmental Ethics Ordinance

Each Airline Project Contractor and design consultant shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics", including but not limited to Section 2-156-120 pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

22 Section 2-92-380 of the Municipal Code

In accordance with Section 2-92-380 of the Municipal Code and in addition to any other rights and remedies (including any of set-off) available to the City under the Airline Project Contract or permitted at law or in equity, the Commissioner, if so directed by the

City, shall be required to set off a portion of the Contract price or compensation due under an Airline Project Contract in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the contracting party to the City. Airline shall include a provision which entitles the Commissioner to set off such funds in all Airline Project Contracts and any other agreements for any Airline Projects.

27 Americans with Disabilities Act

All construction or alteration undertaken by Airline Project Contractors and/or design consultants shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: American with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards or the Americans with Disabilities Act; and, the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. I, Sec. 400.110. In the event that the above-cited standards are inconsistent, the Airline Project Contractor and design consultant shall comply with the standard providing greater accessibility.

24 Open Dumping Prohibited

The removal of all recyclable materials and garbage, refuse or other waste material, including, but not limited to, broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this contract must be transported to a facility in compliance with all applicable Environmental Laws and, if within the City, zoned and permitted to accept such material pursuant to Section 11-4 of the Municipal Code and all applicable local, state and federal regulations.

(Sub)Exhibit "K".
(To Airport Use Agreement And Facilities Lease)

Capital Project Procedures.

1. Development Of Contract Documents.

   (a) The City will not materially change the scope of any project set forth in (Sub)Exhibit N without approval of a Majority-in-Interest pursuant to Section 10.03.

   (b) The City will engage in regular reviews of draft contract documents with the Signatory Airlines. Any comments must be submitted to the City within 14 days.

   (c) The City will submit 95 percent contract documents for review by the Signatory Airline. Any comments must be submitted to the City within 21 days. The City shall respond to comments submitted in a timely manner by the Signatory Airlines. The Commissioner shall have final determination regarding resolution of comments.

2. Contract Bid/Award.

   (a) Bid tabulations will be provided to the Signatory Airlines by the City.

   (b) Each proposed contract award is to be reviewed with the Signatory Airlines prior to recommendation of award by the Commissioner. Any comments must be submitted to the City within five days. The City shall respond to comments submitted in a timely manner by the Signatory Airlines. The City's Chief Procurement Officer shall have final determination regarding responsibility and responsiveness of bids and bidders.

   (c) The City may award a contract for a capital project without any further approval if the award amount is no greater than 5 percent over the budget for such project as provided to the Signatory Airlines.

   (d) The City may award a contract for a capital project, after consultation with the Signatory Airlines, if the award amount is greater than 5 percent over the budget for such project as provided to the Signatory Airlines but less than $5,000.

   (e) If the contract award amount is greater than 5 percent and more than $5,000 over budget, the City must consult with the Signatory Airlines and, prior to proceeding with the contract award, obtain approval of a Majority-in-Interest to proceed with one or more of the following:

      (i) redesign of project to achieve budget;

      (ii) reallocation of budget (including contingencies) from other projects;

      (iii) adjustment of financial plan based on revised project budget to minimize impact on net airline requirement;

      (iv) increase in project budget; or

      (v) stopping of work on the project.

3. Construction.

   (a) All construction and equipping of a project shall be performed in accordance with the contract documents.

   (b) The City shall diligently pursue all reasonable remedies against architects, engineers and contractors for defective or delayed design or work with respect to the project. The Airline may, after election by a Majority-in-Interest, become subrogated to the City's rights.

   (c) The Airline will have the right to participate in City project status meetings.

   (d) The City shall give due consideration to Signatory Airline comments with respect to operational impacts, cost impacts, schedule impacts and quality during construction.

   (e) The City shall advise the Signatory Airlines of any proposed changes during construction which materially impact budget or schedule. Any comments must be submitted to the City within five days. The City shall respond to comments submitted in a timely manner by the Airline. The City shall consult with the Signatory Airlines with respect to any budget impacts to determine which, if any, of the following resolutions shall be implemented:

      (i) reallocation of budget, including contingency;

      (ii) revision to scope or schedule;

      (iii) revision to financial plan; or

      (iv) modification or rejection of proposed change.

4. Project Completion.

   Upon completion of each capital project in the Capital Improvement Program, the City shall prepare, execute and deliver to the Airline a cost allocation certificate, setting forth the costs of design, construction and equipping of the project. This shall include an allocation between the Cost Centers.

5. General.

   (a) The City shall mean the City's Department of Aviation or any person or entity designated in writing to represent the City.

   (b) The Airline or the Signatory Airlines, as the case may be, shall mean the Airline or any person or entity designated in writing to represent the Airline or the Signatory Airlines, as the ease may be.

   (c) The City reserves the right to promulgate additional procedures for the review and approval of design documents prepared by or on behalf of the Signatory Airlines, which procedures may be attached as a schedule hereto without an amendment to this Agreement.

(Sub)Exhibit "I".
(To Airport Use Agreement And Facilities Lease)

Compliance With All Laws.

Airline shall comply and shall include in all of its Contracts a requirement that its Contractors comply, with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Airline agrees that all of the provisions set forth in this Exhibit will be incorporated in all Contracts. Further, Airline shall execute and shall include in all of its Contracts a requirement that its Contractors execute such affidavits and certifications as shall be required by the City. Such certifications shall be attached and incorporated by reference in the applicable Project Contracts. In the event that any Contractor is a partnership or joint venture, the Airline shall also include provisions in its Contract insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

1. Non-discrimination

(a) General Requirements

It shall be an unlawful employment practice for the Airline (1) to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.

Airline must comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 *et seq.* (1988), as amended. Airline shall further comply with Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 42 U.S.C. Sec. 6101-6106 (1988); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1988); the Americans with Disabilities Act, 42 U.S.C. sec. 12102 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); the Air Carriers Access Act, 49 U.S.C. Sec. 1374; FAA Circular No. 150/5100 15A; and all other applicable federal laws, rules, regulations and executive orders.

(b) State Requirements

Airline must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended and any rules and regulations promulgated in accordance therewith, including the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750, Appendix A. Airline must also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended; the

Environmental Barriers Act, 410 ILCS 25/1 *et seq.*; and all other applicable state laws, rules, regulations and executive orders.

(c) City Requirements

Airline must comply with the Chicago Human Rights Bond Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code; and all other applicable Municipal Code provisions, rules, regulations and executive orders.

Further, the Airline must furnish, or cause each of its Contractors to furnish, such reports and information as requested by the Chicago Commission of Human Relations.

2 Equal Employment Opportunity

In the event of the Airline's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Airline may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Airline agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) That if it hires additional employees in order to perform this Agreement, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements, a notice advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with it in its efforts to comply with such Act and Rules, it will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be reasonably requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

(f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the City and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

(g) That it will include, verbatim or by reference, the provisions of this Section 2 in every Construction Contract it awards under which any portion of the obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor. In the same manner as with other provisions of this Agreement, the Airline will be liable for compliance with applicable provisions of this clause by its Contractors; and further it will promptly notify the City and the Department in the event any Contractors fails or refuses to comply therewith. In addition, the Airline will not utilize any Contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3. Safety and Security

(a) The Airline expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 U.S.C. sec. 449 and 14 CFR Part 107, "Airport Security," as such may be amended from time to time, including any applicable rules and regulations promulgated thereunder, and with all rules and regulations of the City concerning security procedures, including the Airport's approved security program. The Airline expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 14 CFR Part 108, "Airplane Operation Security," as such may be amended from time to time, and with the Rules and Regulations of the City concerning security procedures, including the Airport's approved security program.

(b) The Airline shall insure that the following provision is inserted in all contracts entered into with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

"Aviation Security: This Agreement is subject to the airport security requirements of 49 U.S.C. chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 C.F.R. part 107 and all other applicable rules and regulations promulgated thereunder. In the event that Airline, or any individual employed by Airline, in the performance of this Agreement, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Airline shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration, the Under Secretary of the Transportation Security Administration and City may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Airline shall, notwithstanding anything contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the Agreement shall comply with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration and in effect at the time of the submit of such drawings, plans, and specifications."

4. Americans With Disabilities Act

The Airline shall insure that the appropriate provision set forth below is inserted in all contracts entered into with any design professional or with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

Designs

"The Consultant warrants that all design documents produced for the City under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons

including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. sec. 12102 *et seq.*, 41 C.F.R. part 60 *et seq.*, the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and the regulations promulgated thereto at 71 Ill. Adm. Code ch. I, Sec. 400.110 *et seq.*, and all other applicable statutes, rules, regulations and executive orders. In the event that the above cited standards are inconsistent, the Consultant shall comply with the standards providing greater accessibility."

Construction Contracts

"All construction or alteration undertaken by Contractor under this contract shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P42 U.S.C. sec. 12102 *et seq.*; 41 C.F.R. part 60 *et seq.*; the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAG"); the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and the regulations promulgated thereto at 71111. Adm. Code ch. I, Sec. 400.110; and all other applicable statutes, rules, regulations and executive orders. The Contractor shall, prior to construction, review the plans and specifications and notify the Airline and the City in the event that the plans and specifications are not in compliance with the above referenced standards."

5. Inspector General and Legislative Inspector General

Pursuant to Section 15.07 of this Agreement, the Airline shall ensure that the provisions set forth below is inserted in all contracts entered into with any design professional or with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

"Contractor and all of its subcontractors have a duty to cooperate with the Inspector General of the Legislative Inspector General of the City in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of those chapters. All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them."

(Sub)Exhibit "M"
(To Airport Use Agreement And Facilities Lease)

Affirmative Action

1. Minority and Women Business Enterprise

Airline shall provide for the participation of Minority and Women Business Enterprises in any Project it performs under this Agreement. To this end, Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Procurement Services for Minority and Women Business Enterprises, a goal for the award of Project Contracts, and a reporting procedure agreeable to the Airline and the City.

(a) Policy

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

> Airline is committed to providing fair and representative opportunities for minorities and women and Minority and Women Business Enterprises in its Work. Neither Airline nor its Contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of Contracts to be utilized for any of the Work hereunder. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Contracts awarded by Airline.

This policy shall be stated in all Airline Project Contracts, circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

(b) Liaison

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program, Airline shall establish a Minority and Women Business Enterprise liaison with City's Department of Aviation and with the City's Department of Procurement Services. Further, all personnel of Airline and all others with responsibilities in the supervision of Airline Project Contracts for the Airline are to see that actions are performed consistent with the affirmative action goals of this Agreement.

(c) Goals

The goals to be met by Airline in the Airline Project hereunder shall be with utilization of Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") certified by the City of Chicago, subject to the availability of MBE and WBE capable of performing the Work. These goals shall be administered in a manner to assure City and Airline that, (1) the Work shall be completed at a reasonable and acceptable cost to Airline, (2) the Work shall be completed on a reasonable and acceptable timetable to Airline and City and, (3) the quality of the Work shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by MBEs and WBEs in the Airline Project shall be to achieve a minimum of MBE participation of 25% and WBE participation of 5%, based on the total contracted expenditures for the Airline Project.

Should Airline determine that no MBE and WBE is capable or available to perform the Airline Project, it shall notify the Commissioner specifying the type of Work required and the reasons an MBE and/or WBE is not available to perform such Work. Airline shall also notify the Department of Procurement Services, which shall determine if any MBE and WBE are available to perform the Work needed. If the Department of Procurement Services determines that MBEs or WBEs are available to perform such Work, it shall notify the Airline of such availability and Airline will be required to utilize such MBE and WBE to the extent the goals set forth above can be met.

(d) Eligibility

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified MBE and/or WBE shall be eligible for purposes of meeting the goals established by this Agreement.

(e) Reporting

The Minority and Women Business Enterprise progress report required by this section shall be made on forms or on a format established by City and agreeable to Airline. Such reports shall include the following items:

(i) the total amount of prime and subcontract awards during the quarter and, for any Airline Project awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the Contract with the Minority and Women Business Enterprise;

(ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprise;

(iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise Contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter, and

(v) an evaluation of the overall progress to date towards the Minority and Women Business Enterprise goals for the Work

2. Equal Employment Opportunity and Affirmative Action Plan

Airline must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "EEO/AA Plan") for that Work involving Airline Project construction, which plan is acceptable to City and Airline.

The EEO/AA Plan will be considered in relation to the following goals for employment of women and minorities:

Minority Employment:

25% of skilled hours

40% of laborer hours

Women's Employment

7% of skilled hours

10% of laborer hours

3 Employment of City Residents

Airline agrees to ensure that in the aggregated hours of Airline Project involving construction work to be performed, at least 50% of the on-site worker hours in the category of construction laborers and at least 50% of the on-site worker hours in the category of skilled construction trade workers shall be residents of the City.

4. Reporting and Compliance

In the event that there are Airline Project Contracts subject to this Agreement, at quarterly intervals, beginning ninety (90) days following the execution of this Agreement, Airline shall submit to City progress reports on forms or on a format established by City's Department of Procurement Services and agreeable to Airline, that provide required information concerning Airline compliance with Airline's MBE/WBE requirements, EEO and Affirmative Action Plan, and Chicago First Hiring Program.

5. Non-Responsible Bidder

Prior to awarding any Airline Project Contracts, Airline shall provide City with the names of vendors who may be awarded such Contracts. City shall promptly notify Airline if a potential vendor appears on the City's list of non-responsible bidders. Airline agrees that no Contracts for Work shall be awarded to persons or corporations identified on City's list of non-responsible bidders, so long as such list does not discriminate against any bidders because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation.

6. Contracting Authority of Airline

Nothing contained herein shall be deemed to supersede the authority and responsibility which may otherwise be granted to Airline with respect to the contracting process for the Work.

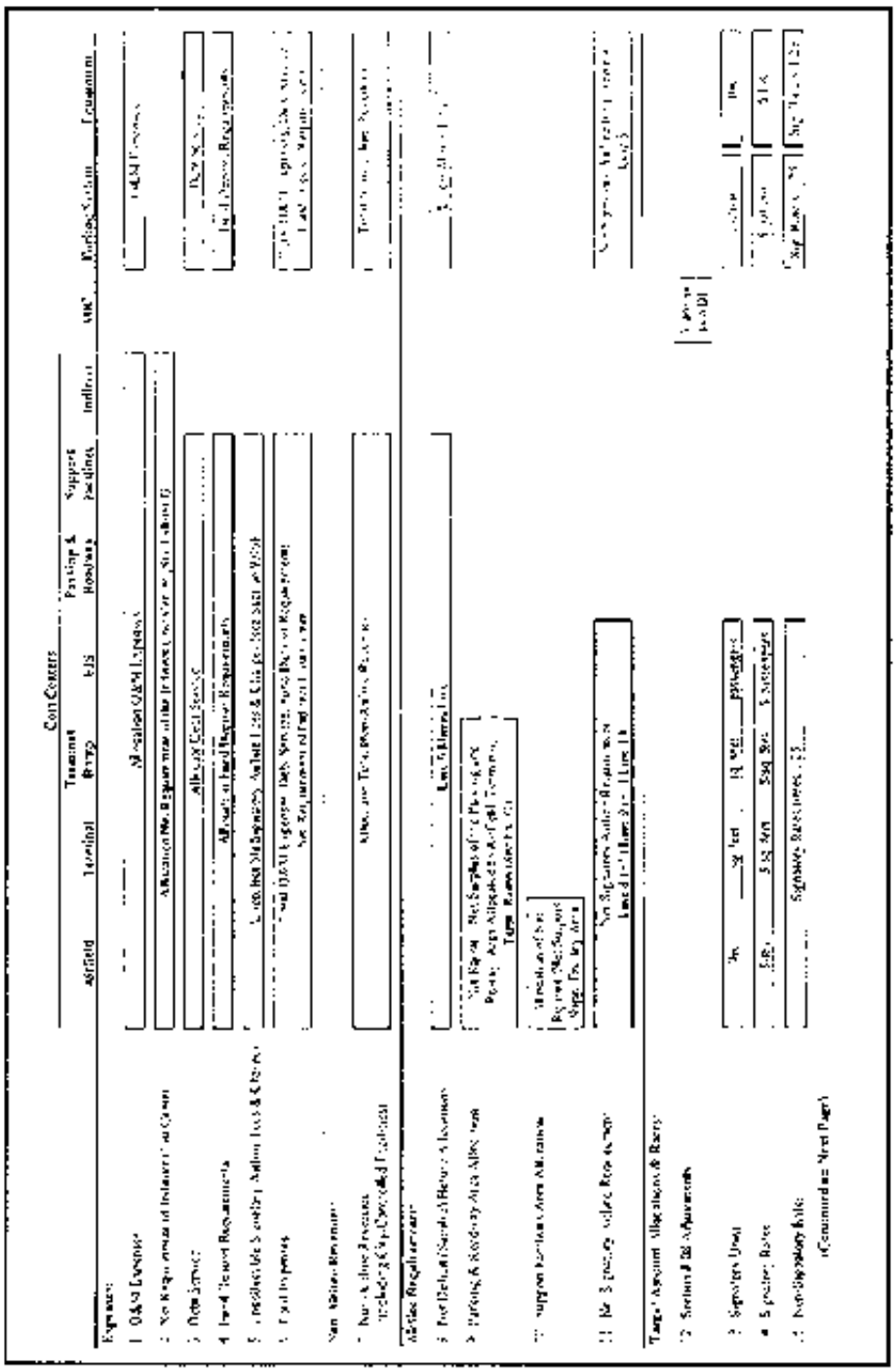
(Sub)Exhibit "N"
(To Airport Use Agreement And Facilities Lease)

Previously Approved Capital Projects

Project No.	Project Description	MII Approved Budget	
TBD	Airfield Drainage Study	$	150,000
TBD	Airfield Lighting Control Vault Enhancements	$	2,121,405
M6097	Airside Service Road Rehabilitation	$	2,872,005
TBD	AOA Ramp Data Replacement	$	757,680
TBD	Automated Revenue Control Equipment (Terminal Garage)	$	2,800,000
TBD	Central Heating & Refrigeration Plant (CHRP) Upgrades	$	5,808,000
M5041	CTA Equipment Upgrade / Replacement	$	2,300,000
M8114	Equipment / Vehicles Acquisitions 2010 thru 2012	$	3,380,000
TBD	Escalator & Moving Walkway Rehabilitation	$	834,240
M8115	Fire Alarm System Control Panel Upgrade	$	175,000
M7010.05	H&R Buyout	$	11,500,000
M6093	Hold Pad 31C Rehabilitation Phase 3	$	3,000,000
M8107	Implementation 2010 thru 2012	$	9,255,062
M6098	Installation of Centerline & Threshold Lighting Sys Runw 4R/22L	$	4,225,127
M8110.06	Land Acquisition Parcel Acquisitions 133, 134, 149, 150, 151, 152	$	17,680,000
TBD	Landside Parking Lot Improvements	$	4,184,076
TBD	Midway Security Camera Upgrade	$	2,239,700
M6073	Obstruction Removal	$	2,400,000
M1054	Remove RACY Counters Terminal Baggage Area	$	193,500
M5025	Rental Car Facility	$	30,462,000
M8053	Residential Sound Insulation Program	$	90,000,000
M8053	Residential Sound Insulation Program	$	17,625,000
TBD	Residential Sound Insulation Program (RSIP)	$	68,750,000
M5053	Restore Alamo/National Lot 55th Kilpatrick	$	4,000,000
M5050.07	Revenue Control Equipment Terminal Garage	$	1,472,909
M5020	Runway 13C/31C Hold Pad - Detention Basin	$	660,000
TBD	Runway 13C/31C Rehabilitation (30 Percent Conceptual Design)	$	151,800
M6093	Runway 13L / 31R Rehabilitation	$	10,928,100
M6096	Runway 4L/22R Rehabilitation & Taxiway P Reconfiguration	$	15,920,480
TBD	Security Checkpoint Enhancements Security Booths 55th & 63rd St	$	1,988,177
M6094	Taxiway K Reconstruction (Additional Scope)	$	4,666,466
M6099	Taxiway Y Rehab (Additional Scope & Remote Deicing)	$	4,418,684
M1053	Terminal & Facilities Mechanical & Electrical Upgrades	$	7,097,455
M5051	Terminal Curtainwall	$	1,500,000
TBD	Terminal Expansion Joint Replacement	$	706,200
M5051	Terminal Front Entry Door Replacement	$	500,000
M5052	Terminal Garage Limited Rehab Level 2	$	645,000
TBD	Terminal Parking Structure Lighting System Upgrades	$	1,780,944
TBD	Trunk Radio System Replacement	$	1,998,750
TBD	Waste Recovery Facility	$	1,712,150
TOTAL		$	402,729,933

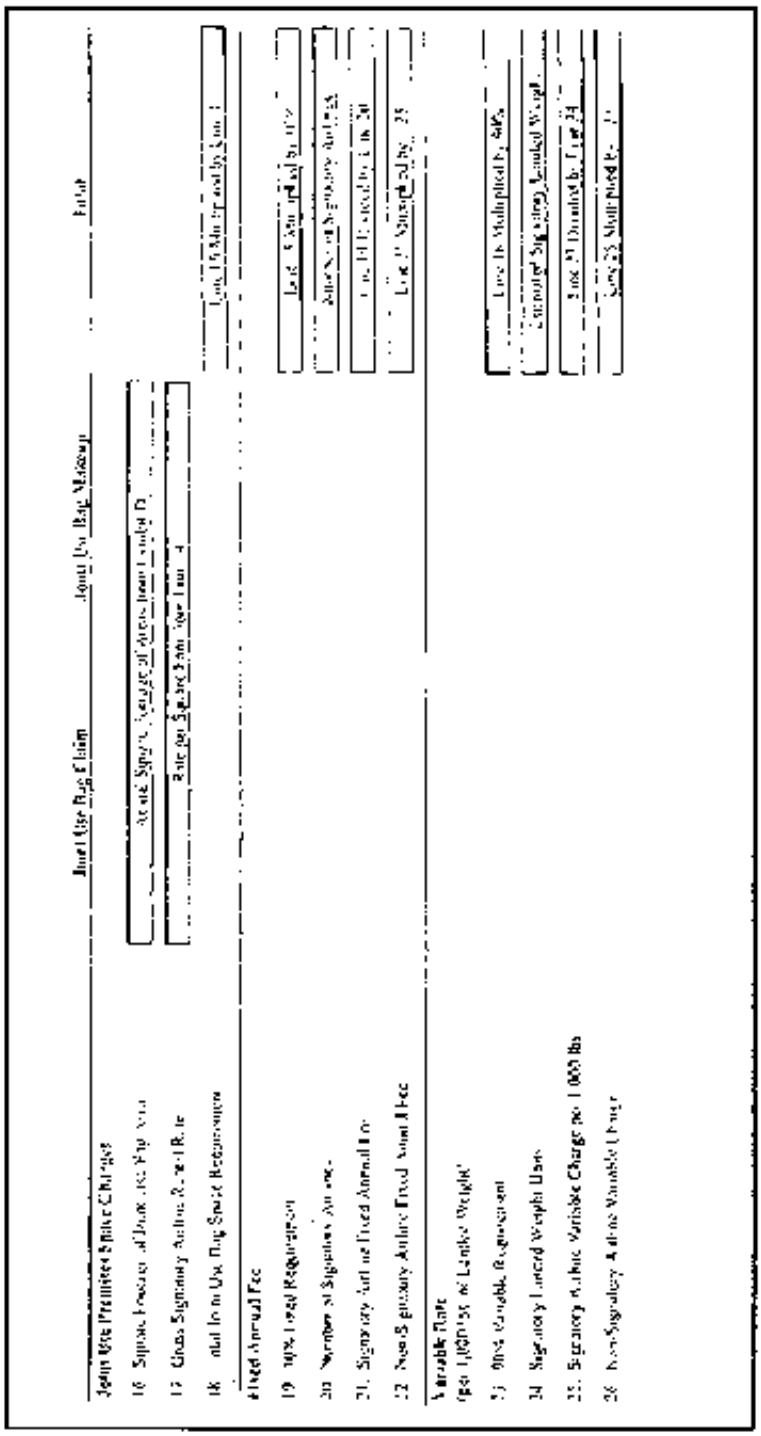
(Sub)Exhibit "O".
(To Airport Use Agreement And Facilities Lease)

Methodology Of Calculating Rentals, Fees And Charges.
(Page 1 of 2)



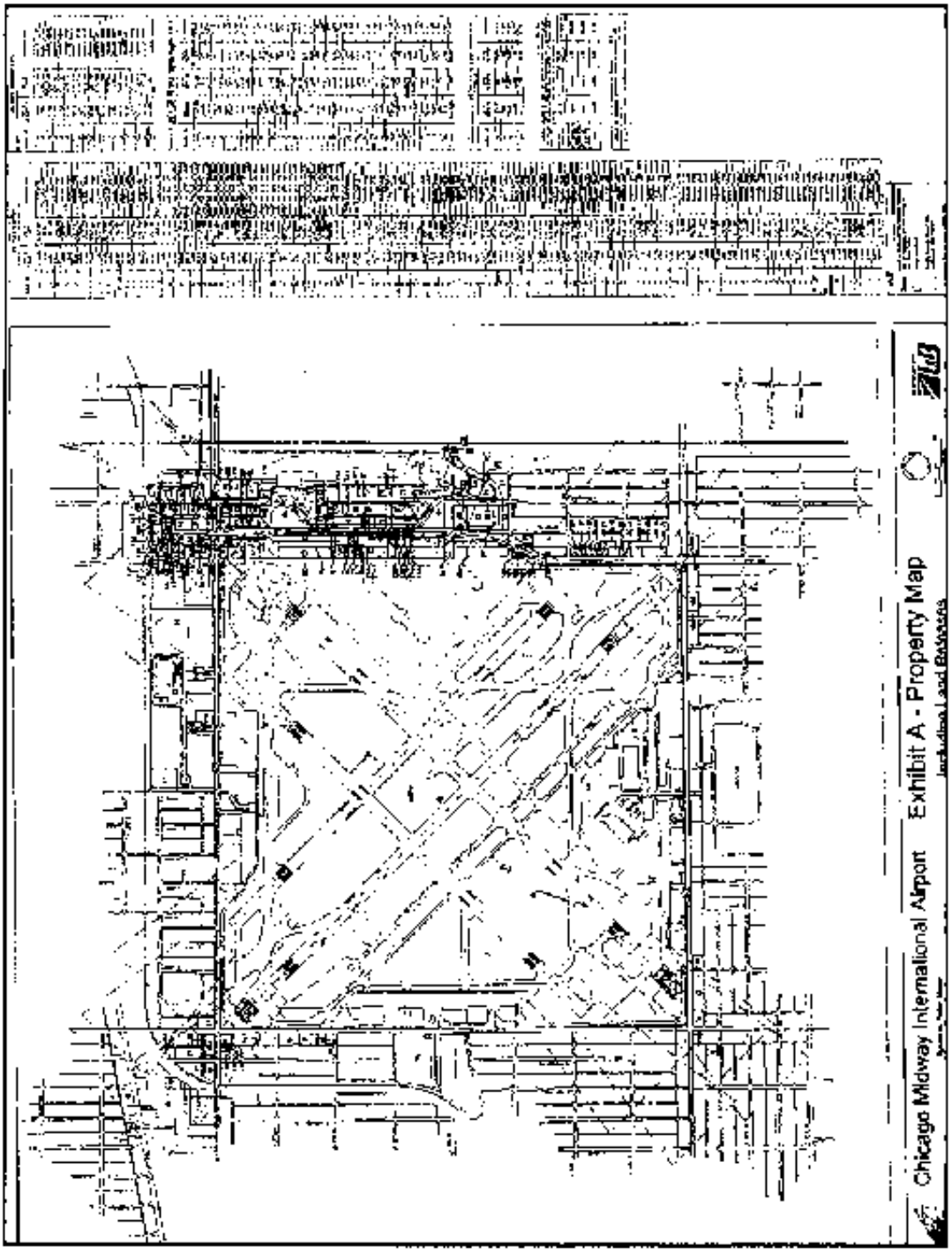
(Sub)Exhibit "O".
(To Airport Use Agreement And Facilities Lease)

Methodology Of Calculating Rentals, Fees And Charges.
(Page 2 of 2)



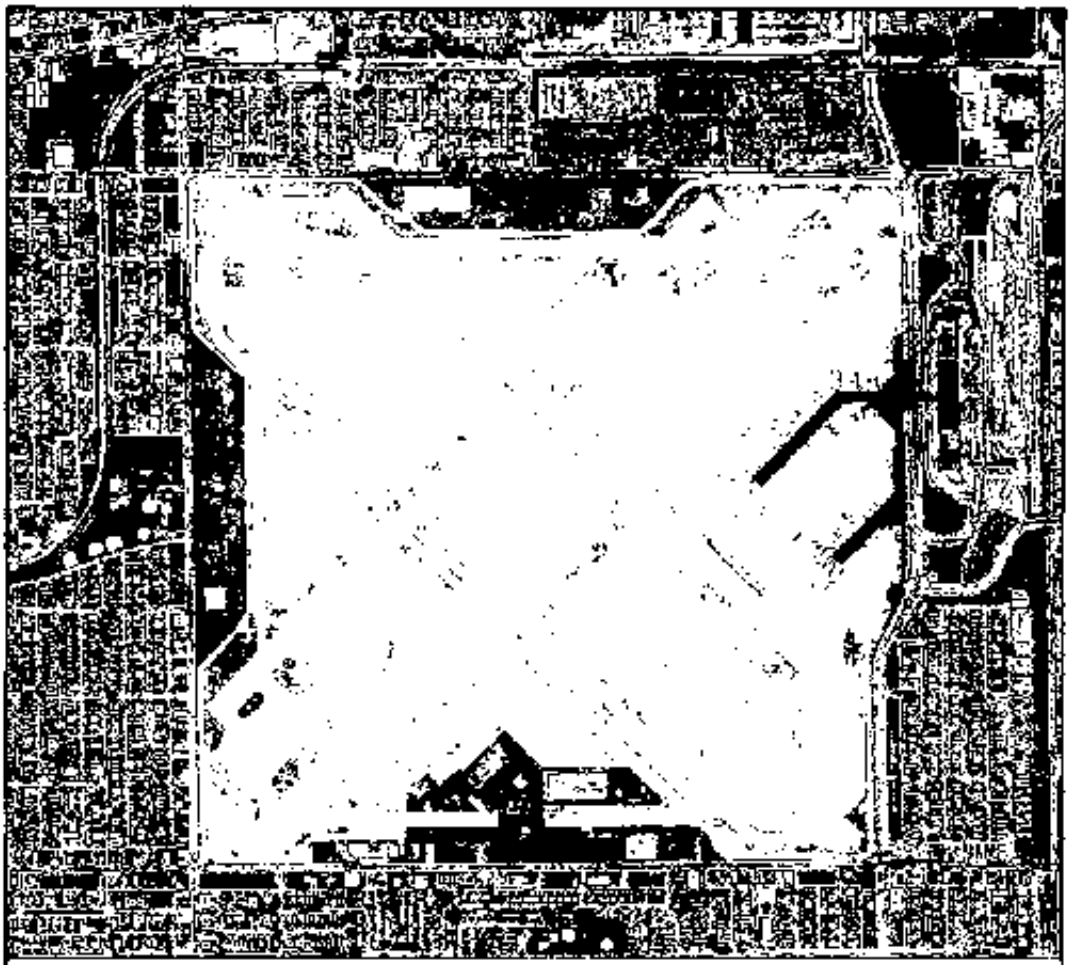
(Sub)Exhibit "A".
(To Airport Use Agreement And Facilities Lease)

Plat Of Midway International Airport.



(Sub)Exhibit "B-1".
(To Cost Centers)

Existing Cost Centers.



(Sub)Exhibit "F".
(To Airport Use Agreement And Facilities Lease)

Aircraft Parking Positions.

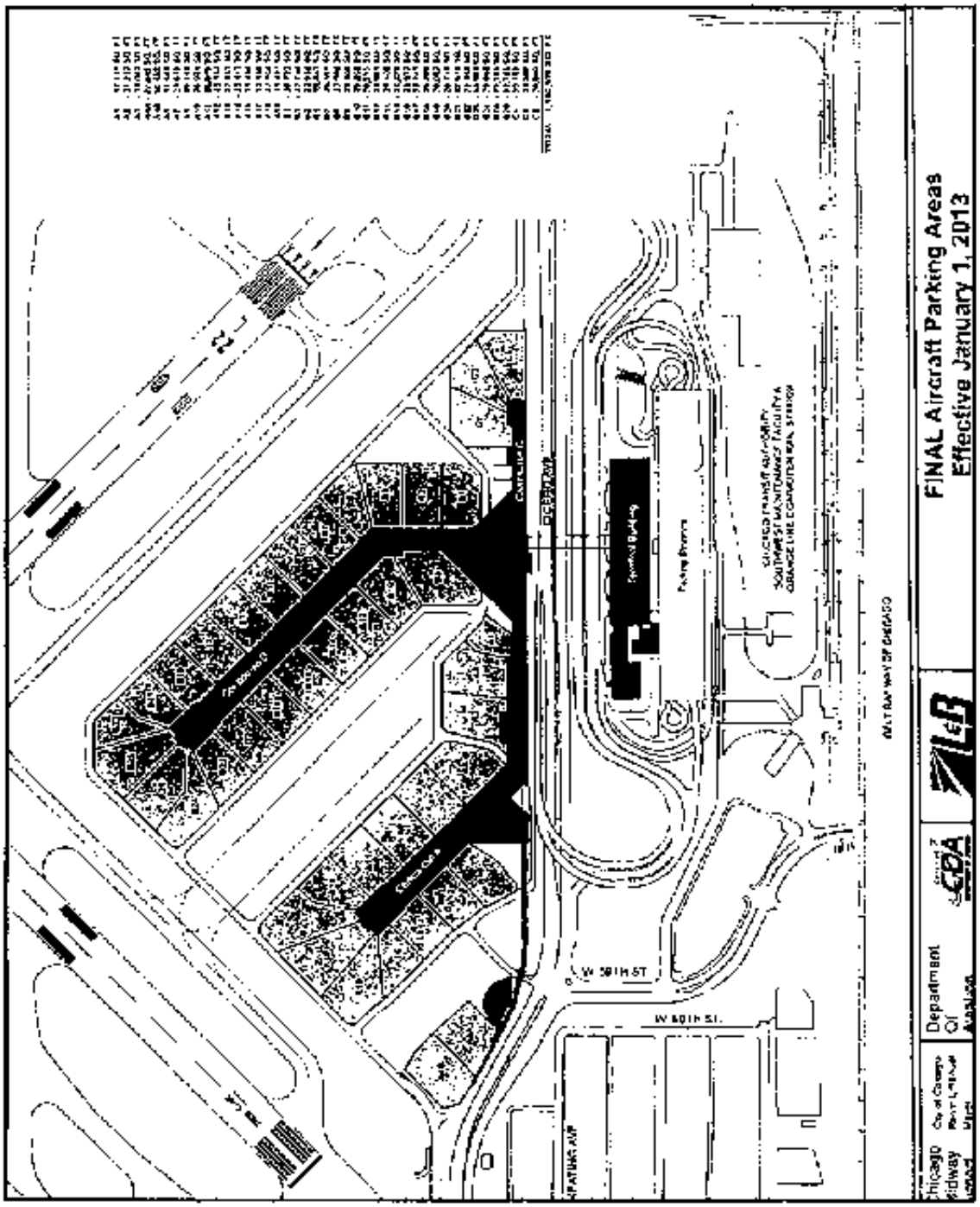


Exhibit "B".
(To Ordinance)

Chicago Midway International Airport.

Agreement By And Between City Of Chicago And Midway Airlines' Terminal Consortium.

THIS AGREEMENT, dated as of _____ , 20 by and between the City of Chicago, a municipal corporation and home rule unit of government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois (the "City"), and Midway Airlines' Terminal Consortium, a not-for-profit corporation duly organized and acting under the law of the State of Illinois ("MATCO").

WITNESSETH:

WHEREAS, the City owns and operates Chicago Midway International Airport (the "**Airport**"), and has the power to grant rights and privileges with respect thereto; and

WHEREAS, MATCO was organized by certain air carriers operating at the Airport as the representative of those air carriers (the "**Members**"); and

WHEREAS, MATCO desires to furnish, install, operate and maintain certain common-use airline equipment in and about the Terminal on behalf of its Members; and

WHEREAS, MATCO further desires to furnish, install, operate and maintain certain fuel facilities on behalf of its Members; and

WHEREAS, the City desires to grant MATCO the authority to operate as the representative of its Members in the furnishing, installation, operation and maintenance of the common- use airline equipment and fuel facilities;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in this Agreement, the City and MATCO agree as follows:

ARTICLE I

INCORPORATION OF RECITALS AND DEFINITIONS

Section 1.01 - Incorporation of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth here.

Section 1.02 - Definitions.

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Agreement" means this Agreement and all exhibits, amendments and supplements hereto.

"**Base Equipment Fee Rate**" means the Base Equipment Fee Rate calculated in accordance with Section 5.02.

"**Base Fuel Fee Rate**" means the Base Fuel Fee Rate calculated in accordance with Section 5.02.

"**Bonds**" has the meaning set forth in Section 4.02(A).

"**Chairperson of MATCO**" means the individual elected as the chairperson of the board of directors pursuant to the terms and conditions of the Member Agreement.

"**Claims**" has the meaning set forth in Section 7.01(A).

"**Commissioner**" means the chief executive officer of the City's Department of Aviation (or any successor to the duties of such official), or any representative designated by the Commissioner to act on his or her behalf.

"**Contractors**" means persons or firms hired by MATCO to act as its agents or as independent contractors for the performance of Work, or the operation and maintenance of the MATCO Equipment and the Fuel System.

"**Contracts**" means all agreements MATCO enters into with any supplier of materials, furnisher of services, contractors, subcontractors or any labor organization which furnishes skilled, unskilled and craft union skilled labor, or which may perform any such labor, services or Work in connection with this Agreement.

"**Days**" means calendar days, unless otherwise expressly provided for herein.

"**Documents**" means all documents and data, including studies, reports, drawings, models, specifications, estimates, maps, calculations and instruments of service prepared under or in connection with this Agreement.

"**Easements**" means the non-exclusive easements granted by the City to MATCO pursuant to this Agreement, which are described in Exhibit A, attached hereto and incorporated by reference herein, as such Exhibit A may be amended from time to time by agreement of the Commissioner and MATCO, for the purposes of performing Work and maintaining and operating the MATCO Equipment and the Fuel System.

"**Environmental Laws**" has the meaning set forth in Section 8.08(B).

"**Equipment Cost Center**" means the Equipment Cost Center or its equivalent established under the Use Agreements.

"**Equipment Cost Center Per Capita Fee**" has the meaning set forth in Section 5.01(A).

"**Equipment Fee**" means the Equipment Fee calculated in accordance with Section 5.01(B).

"**Federal Aviation Administration**" or "**FAA**" means the Federal Aviation Administration of the U.S. Department of Transportation or any successor agency.

"**Federal Bankruptcy Code**" means the U.S. Bankruptcy Code (11 U.S.C. § 101 *et seq.*) or any successor statute thereto.

"**Fiscal Year**" means the City's fiscal year, which commences on January 1st and ends on December 31st of each calendar year.

"**Fuel**" means jet fuel, aviation gasoline, automotive gasoline, diesel fuel, and any other materials stored in or put through the Fuel System for use in connection with the use of aircraft or service vehicles.

"**Fuel Member**" means a Member that is also a signatory to the Interline Agreement.

"**Fuel Cost Center**" means the Fuel Cost Center or its equivalent established under the Use Agreements.

"**Fuel Cost Center Per Capita Fee**" has the meaning set forth in Section 5.01(A).

"**Fuel Fee**" means the Fuel Fee calculated in accordance with Section 5.01(B).

"**Fuel Hydrant System**" means that portion of the Fuel System consisting of the pumps, operating pipelines, fuel hydrants and related equipment located on or under the Easements connecting the fuel storage facility at the Airport with the equipment delivering Fuel directly to jet aircraft parked on the Terminal's aircraft parking apron.

"**Fuel System**" means the fuel storage and distribution facilities for the storage and distribution of Fuel at the Airport, including the Fuel Hydrant System, all as described in Exhibit D. Any revision to Exhibit D shall be approved by the Commissioner without any further City approvals.

"**Hazardous Materials**" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material and byproduct materials regulated under the Atomic Energy Act (42 U.S.C. § 2011, *et seq.*), pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. § 136, *et seq.*), and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a "hazardous substance," "hazardous waste," "toxic substance" or contaminant (or comparable term) under any of the Environmental Laws.

"**Indemnified Parties**" has the meaning set forth in Section 7.01(A).

"**Interline Agreement**" means the agreement between the Members, including subsequent Members, the form of which shall be subject to the City's written approval, governing certain arrangements between the Members with respect to the Fuel System which may be incorporated as an exhibit to the Members Agreement and not be a separate document.

"**Into-Plane Agent**" means any person, including Members, authorized by the City to provide into-plane fueling at the Airport for aircraft operators and which has entered into a System Access Agreement with the Members for access to the Fuel System.

"**Majority-in-Interest**" means, during any Fiscal Year, a numerical majority of the Members which collectively paid more than 50% of the Airline Fees and Charges charged to all Members for the prior Fiscal Year; provided, however, that for the purposes of amending this Agreement, or terminating this Agreement, a Majority-in-Interest shall consist of 67% of the Members which collectively paid 67% or more of the Airline Fees and Charges paid by all Members for the prior Fiscal Year.

"**MATCO Operations Areas**" means those areas designated on Exhibit B.

"**MATCO Project Accounts**" means, collectively, those project accounts into which the City shall deposit proceeds of the Bonds for the performance of Work by MATCO in accordance with Article IV, including the MATCO Equipment Account and the MATCO Fuel Account.

"**MATCO Equipment**" means the common-use airline equipment, systems and facilities for which the Work, as defined herein, will be performed by MATCO, as will the operation and maintenance, all pursuant to the terms and conditions of this Agreement; a list of MATCO Equipment is set forth in Exhibit C, as such exhibit may be amended from time to time pursuant to the terms of Articles XI and XII.

"**MATCO Operations Area**" means any area or space at the Airport where MATCO performs Work, operates and maintains MATCO Equipment, operates and maintains the Fuel

System, or performs any tasks, including administrative tasks, attendant thereto, and any area or space at the Airport containing MATCO Equipment or the Fuel System, all as set forth on Exhibit B, as such exhibit may be amended from time to time pursuant to Section 2.01(D).

"**Member**" means a member of MATCO pursuant to the terms of the Members Agreement, each of which is listed on Exhibit E, as such Exhibit E may be revised from time to time without need for an amendment hereto.

"**Members Agreement**" means that certain Midway Airlines Terminal Corporation Agreement.

"**Municipal Code**" means the Municipal Code of the City.

"**Premium Equipment Fee Rate**" means the Premium Equipment Fee Rate calculated in accordance with Section 5.03

"**Premium Fuel Fee Rate**" means the Premium Fuel Fee Rate calculated in accordance with Section 5.03.

"**Project Procedures**" means those procedures and requirements set forth in Exhibit I to the Use Agreements, which are incorporated herein and made a part of this Agreement, made applicable hereto as if MATCO was an "Airline" thereunder and any Work performed by MATCO was an "Airline Project" thereunder.

"**Revenue Landing**" has the meaning set forth in the Use Agreements.

"**Sanders Pipeline**" means the pipeline connecting the Fuel System with the off-Airport fuel storage terminal in Argo, Illinois.

"**Special Wastes**" has the meaning set forth in Section 3.475 of the Illinois Environmental Protection Act (415 ILCS 5/3.475, defining "Special waste").

"**Term**" has the meaning set forth in Article III.

"**Use Agreements**" means, collectively, the Airport Use Agreement and Facilities Leases for Chicago Midway International Airport between the City and the airline named in each such agreement, as such agreement may be amended or restated from time to time

"**Work**" means the design, procurement, installation, start-up, testing and Operation and Maintenance of the MATCO Equipment and Fuel System and those other services as agreed to by the Commissioner and Members, pursuant to the terms and conditions of this Agreement.

Section 1.03 – Interpretation.

A. The terms "hereby," "herein," "hereof," "hereunder" and any similar term used in this Agreement refer to this Agreement.

B. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Use Agreements.

C. The term "including" shall be construed to mean "including, without limitation."

D. All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated, are to Articles, Sections or Exhibits of this Agreement.

E. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

F. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

G. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include the correlative words of the feminine and neuter genders.

Section 1.04 - Incorporation of Exhibits. The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A.	Easements
Exhibit B.	MATCO Operations Areas
Exhibit C.	MATCO Equipment
Exhibit D.	Fuel System
Exhibit E.	Members of MATCO
Exhibit F.	Required Provisions for Contracts for Work and Operations and Maintenance Services

ARTICLE II

GRANT OF RIGHTS

Section 2.01 - Rights with Respect to MATCO Equipment and Fuel System. Subject to the terms and provisions contained in this Agreement, all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof, in connection with the conduct of MATCO's activities at the Airport, MATCO is hereby granted the rights set forth below.

A. Work. The City hereby grants MATCO the right to perform Work with respect to the MATCO Equipment and Fuel System.

B. Operations and Maintenance. The City hereby grants MATCO the right to operate and maintain the MATCO Equipment and Fuel System and perform all tasks related thereto. The

City also grants MATCO the right to provide other services at the Airport (e.g., janitorial services and providing wheelchairs) as agreed to by the Commissioner and with Majority-In-Interest approval.

C. **Easements.** The City hereby grants MATCO such non-exclusive Easements as may be necessary to perform Work with respect to, and operate and maintain, the MATCO Equipment and Fuel System. The area of the Easements shall be as set forth in Exhibit C.

D. Fuel System. Upon completion of the installation of the Fuel System, MATCO and the Members shall each have the non-exclusive right to use the Fuel System for the receipt, distribution, storage, handling, purchase, sale and dispensing of Fuel for aircraft, vehicles and equipment operated by any user of the Fuel System. A Member may elect to use one or more Into-Plane Agents for the provision of into-plane fueling for such Member, which Into-Plane Agents shall be the agents, employees or contractors of such Member, and such Member agrees to assume full responsibility for such Into-Plane Agent's performance of all applicable obligations set forth in the System Access Agreement to which such Into-Plane Agents are parties.

E. MATCO Administrative and Support Areas. The Commissioner will designate an office and such other space as the Commissioner deems reasonably necessary for MATCO's use in performing Work and in operating and maintaining the MATCO Equipment. This space shall be as set forth in Exhibit B, as such exhibit may be revised from time to time at the sole discretion of the Commissioner without need for an amendment to this Agreement; provided, however, that the Commissioner shall provide MATCO with no less than sixty (60) days notice of any intended change to MATCO's Operations Areas.

F. Airfield and Public Areas of the Airport. MATCO has the right to use, in common with others, the public facilities at the Airport, including landing areas, runways, taxi strips, and other aeronautical or navigational facilities, subject to the rules and regulations with respect to the use of such facilities imposed by the City, the FAA or any other governmental agency.

G. Ingress and Egress. The City hereby grants MATCO the right and privilege of (i) ingress to and egress from the MATCO Operations Areas, Easement areas, and the public areas of the Airport, for its employees, agents, guests, patrons and invitees, suppliers of materials, furnishers of services, and its equipment, vehicles and machinery and (ii) to provide transportation of its employees to, from, and within the Airport. MATCO shall neither block or otherwise obstruct the common use taxiway or service roads at any time, nor in any other manner impair or adversely affect the use and operation of taxiways or service road areas by City or other Airport users.

H. Additional Rights. In addition to the above-described rights, and subject to the approval of the Commissioner, such approval not to be unreasonably withheld, MATCO shall have the right to perform and conduct such other activities and operations consistent with the rights, privileges and responsibilities granted to MATCO hereunder, provided that such activities and operations do not unreasonably interfere or conflict with the rights granted by the City to others at the Airport.

I. Connection of Fuel System to Pipeline. The City recognizes the benefits that will be obtained for the Airport and the surrounding community by utilizing an underground pipeline as the primary means of delivering Fuel the Fuel System. Accordingly, the City hereby authorizes MATCO to enter into an agreement with Sanders Petroleum for the connection of the Fuel System to the Sanders Pipeline for the purpose of delivering Fuel via the Sanders Pipeline directly to the Fuel System. Further, such agreement shall be assignable to the City upon an Event of Default hereunder, as defined in Section 10.01.

Section 2.02 - Conditions to the Grant of Rights. In addition to the terms and provisions contained in this Agreement, all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof, the grant of rights by the City to MATCO set forth in Section 2.01 is expressly subject to the conditions set forth below.

A. Other Government Entities or Agencies. MATCO's rights hereunder are subject to any and all easements, licenses and other rights with respect to the Airport granted to or vested in any other governmental entities or agencies, including the FAA.

B. Utilities. MATCO acknowledges that there currently exist, and that the City may grant in the future, easements and rights on, over and/or under MATCO's Operations Areas and Easement areas for the benefit of suppliers and/or owners of utilities that service the Airport, and MATCO hereby consents to any such easements whether now in existence or granted during the term of this Agreement.

C. City's Right of Entry. The City hereby reserves such rights as may be necessary to enter the MATCO Operations Areas, Easement areas, Fuel System areas or MATCO Equipment areas for the purpose of conducting any operations related to the function of the Airport, including the right to service any antennae or utilities, and to inspect and/or conduct testing on any part of the MATCO Equipment or Fuel System. City agrees to not unreasonably interfere with MATCO's Work, and/or operation and maintenance of the MATCO Equipment and Fuel System, when exercising its rights under this Section 2.02(C).

D. Restrictions Regarding the Fuel System. MATCO hereby agrees that the use and operation of the Fuel System by MATCO or a Member shall not unreasonably interfere with the operation of the Airport. MATCO hereby covenants and agrees that at all times during the term of this Agreement it and they will comply with all laws, regulations and ordinances applicable to their use of the Fuel System. MATCO and its own and their respective successors and assigns, agree that it and they shall not make use of the Fuel System in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event that this foregoing covenant is breached, the City may cause the abatement of such interference at the expense of the breaching party. MATCO shall cause its Members to agree in the Members Agreement to the terms set forth above in this Section 2.02(D).

E. Restrictions on MATCO's Use of the Airport. Nothing stated in this Agreement shall permit or be construed to permit MATCO to engage in any activity or operation other than (i) those activities and operations necessary for (1) the performance of Work and (2) the

operation and maintenance of the MATCO Equipment and the Fuel System and (ii) such other activities as may be permitted by prior written consent of the Commissioner, which may be given or withheld in the sole and absolute discussion of the Commissioner (*provided, however*, that in an emergency situation, the oral consent of the Commissioner will be sufficient) and approved by a Majority-in-Interest.

F. Present Condition of the Airport. By executing this Agreement, MATCO accepts the Airport "AS IS." MATCO shall be responsible for the compliance of its operations areas and the MATCO Equipment areas with all applicable Federal, State and local laws, statutes, codes, ordinance, rules, regulations and orders, including any and all requirements set forth in Section 8.08. Other than what may be explicitly provided for herein, the City shall have no obligation or responsibility whatsoever to perform any Work or furnish improvements of any kind to the MATCO Equipment or MATCO Operations Areas, or to perform any maintenance or repairs on the MATCO Equipment or MATCO Operations Areas. City makes no warranty to MATCO as to the environmental conditions on the Airport. City makes no warranty, either express or implied, as to the condition of the Airport or that the Airport shall be suitable for MATCO's purposes or needs. City shall not be responsible to MATCO for any latent defect in any structure, improvement, facility or equipment at the Airport. By its entry onto the Airport, MATCO accepts the MATCO Operations Areas as being free and clear from all defects and in good, safe, clean and orderly condition and repair. MATCO waives any and all claims against the City regarding the condition of the Airport which may currently exist or which may arise in the future, whether such claim arises under contract, at common law, in equity or under statute, now or then currently in effect, including those which relate to environmental conditions on, under or near MATCO's operations areas; *provided, however*, that such waiver does not extend to (i) MATCO's right to contribution from the City as may be provided under environmental law, and (ii) fines and penalties for which the City would be liable, and MATCO would not be liable, under any environmental law.

G. City Does Not Warranty MATCO Equipment and Fuel System. MATCO acknowledges and agrees that the City's grant of rights to MATCO with respect to the MATCO Equipment and the Fuel System is "AS-IS" without any representation or warranty either express or implied by City as to:

1. the fitness for any particular purpose or merchantability of any item or items of the MATCO Equipment and Fuel System;

2. City's title;

3. MATCO's right to the quiet enjoyment of the MATCO Equipment and Fuel System, except as otherwise provided herein; or

4. the design or condition of, or the quality of the material, equipment or workmanship in the MATCO Equipment and Fuel System.

H. Access to and Use of MATCO Equipment by Non-Members.

1. MATCO shall operate the MATCO Equipment and Fuel System so that both Members and non-Members shall have full and complete access to and use of the MATCO Equipment and access to Fuel distributed from the Fuel System, directly or indirectly through Into-Plane Agents. No item of MATCO Equipment and no component of the Fuel System shall be located in the Leased Premises of or be otherwise devoted to use by any single Member.

2. MATCO may, by Majority-in-Interest approval, and subject to review and approval of the City, establish reasonable rules and regulations regarding access to and use of the MATCO Equipment and the Fuel System by non-Members, including rules and regulations providing that non-Member airlines' access to and use of the MATCO Equipment and Fuel System be provided through ground handling arrangements that have been approved by MATCO, such approval not to be unreasonably withheld or denied. MATCO may further require in such rules and regulations that, as a condition to access to and use of the MATCO Equipment and the Fuel System, a non-Member must execute an agreement with MATCO, the form and substance of which shall be subject to the review and approval of the City.

I. City Approval of Members Agreement. The City has the right to review and approve the Members Agreement and all amendments thereto, such approval not to be unreasonably withheld or denied.

J. Membership in MATCO. An airline is entitled to become a member of MATCO by entering into a Use Agreement with the City and a Members Agreement with MATCO. MATCO may establish reasonable rules and regulations regarding admission of airlines as members of MATCO, including the purchase of memberships, which rules and regulations shall be subject to the review and approval of the City. MATCO agrees that so long as an airline has a Use Agreement, in no event shall the approval of the Members be required for such airline to become a Member. MATCO shall notify the City of all new Members, and Exhibit E shall thereafter be amended to include such new Members without any further action by the City or MATCO.

K. MATCO to Maintain Corporate Existence. MATCO warrants that it is, and shall be throughout the Term of this Agreement, qualified to do business in the State of Illinois. MATCO shall maintain its corporate existence, shall not assign or otherwise transfer all or substantially all of its assets, and shall not consolidate or merge with another corporation or permit one or more other corporations to consolidate or merge into it, unless the surviving, resulting or transferee corporation, as the case may be, (i) expressly assumes in writing all of the obligations of MATCO hereunder, and (ii) if such corporation is not organized and existing under the laws of the United States of America or any State or Territory thereof or the District of Columbia, delivers to the City an irrevocable consent to service of process and jurisdiction.

L. Inconsistent Provisions. MATCO shall not amend its articles of incorporation or by-laws in any manner that would cause such articles of incorporation or by-laws to be inconsistent with the terms and provisions of this Agreement. MATCO shall promptly provide copies of any such amendments to the City.

M. Covenant Against Waste. MATCO will not do or permit or suffer any waste, damage, impairment or injury to or upon the Airport or any part thereof.

ARTICLE III

TERM

The term of this Agreement shall commence on January 1, 2013 and expire on December 31, 2027 (the "**Term**"), unless terminated earlier pursuant to the terms of Article IX.

ARTICLE IV

MATCO EQUIPMENT AND FUEL SYSTEM

Section 4.01 - Performance of Work. MATCO shall perform Work, or cause Work to be performed, on the MATCO Equipment and the Fuel System. Such Work shall comply in all respects with all federal, state and local laws, statutes, ordinances, regulations, rules and executive orders. All Work is subject to the review, inspection, testing and approval of the City. MATCO shall coordinate the performance of the Work with the Commissioner's designate

Section 4.02 - Financing of Work.

A. Work that is be performed on the MATCO Equipment and Fuel System and considered to be capital in nature may be financed in whole or in part with Midway Airport Revenue Bonds (the "**Bonds**") in accordance with the Project Procedures. The City will deposit the proceeds of the issuance of the Bonds into the MATCO Project Accounts.

B. The City will provide notice to MATCO of the amount deposited in the MATCO Project Accounts when such funds are deposited. The City neither represents nor warrants, explicitly or implicitly, that the funds deposited in the MATCO Project Accounts as set forth in Section 4.02(A) will be sufficient for performing Work with respect to the MATCO Equipment and Fuel System. Other than expressly provided for herein, the City is not in any manner obligated to pay any costs incurred for performing Work with respect to the MATCO Equipment and Fuel System.

C. The funds in the MATCO Project Accounts will be made available to MATCO to pay the cost of the Work with respect to the MATCO Equipment and Fuel System. In the event that the funds in the MATCO Project Accounts are insufficient to pay the cost of such Work, MATCO shall nevertheless be obligated to complete the Work with respect to the MATCO Equipment and Fuel System, and to pay all costs in connection therewith. In such event, the City and MATCO agree as follows:

1. The preferred source of funding for costs in excess of the MATCO Project Account is the proceeds of Bonds issued by the City pursuant to Section 10.02 of the Use Agreements.

2. In the event that Bonds are not issued for such purpose, the City and MATCO will review the scope of Work for the MATCO Equipment and Fuel System and reduce such scope in order to reduce the need for additional funding. In no event shall such reduction in scope substantially change the utility of the MATCO Equipment.

3. If Bonds are not issued for such purpose and the City and MATCO are unable to agree on scope reductions within a reasonable time of commencing discussions with respect to such reductions, the City and MATCO will consider alternative sources of financing, including a bank loan.

4. If Bonds are not issued for such purpose and the City and MATCO have neither agreed to scope reductions nor alternative means of financing, then MATCO shall exercise its right under Section 11.06 of the Members Agreement to require each Member to contribute its pro rata share of such additional funding as may be required to pay for costs in excess of the funds in the MATCO Project Account.

D. Any and all equipment paid for pursuant to this Section 4.02 is MATCO Equipment and subject to all terms and conditions hereunder. Any Work on the Fuel System paid for pursuant to this Section 4.02 shall be and become part of the Fuel System and subject to all terms and conditions hereunder.

E. The Debt Service with respect to any and all Bonds issued to fund the cost of the Work on the MATCO Equipment and the Fuel System shall be an expense of the Equipment Cost Center and Fueling Cost Center, respectively, as set forth in the Use Agreements and shall be paid as set forth in the Use Agreements and herein.

Section 4.03 - Ownership of the MATCO Equipment and Fuel System. All MATCO Equipment, as listed in Exhibit C, and the Fuel System, as listed on Exhibit D, as such exhibits may be amended from time to time, are and shall remain the property of the City. MATCO hereby acknowledges that neither MATCO nor any user of the MATCO Equipment or Fuel System will own or have title to the MATCO Equipment or the Fuel System, and agrees that it will not treat itself or authorize any other User to treat itself as the owner of any MATCO Equipment or the Fuel System.

Section 4.04 - Contracting for Work. MATCO may contract for the performance of Work on the MATCO Equipment and the Fuel System. The City has the right, but not the obligation, to review and approve the form of MATCO's contract for the performance of such Work. MATCO shall furnish its proposed form of contract for Work to the City for City review and approval prior to the advertisement for bids of any Work. MATCO hereby expressly acknowledges and agrees that in the performance of Work, MATCO is bound by all terms and conditions set forth herein, including those federal, state and local laws, statutes, ordinances, regulations, rules and executive orders pertaining to procurement referenced in this Agreement, including all exhibits hereto. MATCO shall not contract for Work or services of any nature with any person or entity barred from contracting with the City pursuant to any law, ordinance, rule or regulation. City reserves the right to disapprove any such contract. MATCO shall include the provisions set forth in

Exhibit F in all contracts for Work. MATCO's contracts for Work shall not include any terms or provisions which in any way conflict with, negate or void the contract provisions set forth in Exhibit F. Subject to the review and approval of the City and its Corporation Counsel, MATCO may modify the contract provisions in Exhibit F to conform to the nature of the Work to be performed by MATCO and/or its Contractors.

All such contracts for Work shall contain provisions making them assignable to the City. Upon the occurrence of an Event of Default under this Agreement, or pursuant to Section 5 of Exhibit E, the City shall have the right to require that MATCO complete the assignment to City of any and all contracts. Such assignment shall be in writing and acceptable in form and substance to the Commissioner. All such contracts shall also contain terms providing that in the event that such contract is assigned to the City, the Contractor shall be deemed to have waived any and all claims, suits or causes of action arising out of or relating to the performance of such contract prior to the effective date of such assignment unless the Contractor notifies the City in writing of such claim, suit or cause of action prior to the effective date of such assignment. The City shall not be responsible or liable for any claims relating to such contracts arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by MATCO, its officials, employees, agents, Members or Contractors.

Section 4.05 - Operation and Maintenance of the MATCO Equipment and Fuel System.

A. MATCO's Obligations. MATCO shall at all times be responsible for, and shall perform or cause to be performed, the operation, maintenance and repair of the MATCO Operations Areas, the Fuel System and the MATCO Equipment. MATCO shall, at all times:

1. keep all fixtures, equipment and personal property in clean and orderly condition and appearance;

2. maintain all fixtures, equipment and personal property in good condition, reasonable wear and tear excepted;

3. perform all repairs, replacements and painting for the MATCO Equipment and Fuel System in full compliance with any and all standards established by the City for such repairs, replacement and painting at the Airport; and

4. repair, replace and maintain the MATCO Equipment and Fuel System as is necessary to assure that at the conclusion of the Term the fair market value of such equipment and its remaining useful life will, under current tax law, be consistent with, and sufficient to establish ownership of such equipment by the City.

B. Standard of Care. MATCO shall operate and maintain the MATCO Equipment in accordance with reasonably prudent engineering and safety standards in the public transportation industry and in accordance with all applicable federal, state and local laws, statutes, ordinances, regulations and executive orders.

C. **MATCO Vehicular Traffic.** MATCO shall at all times control all of its vehicular traffic in the Airport, taking all precautions reasonably necessary to preserve the safety of passengers, customers, business visitors and other persons at the Airport, and employing such means as may be necessary to direct movement of its vehicular traffic.

D. **Title to Replacement Parts, Components and Equipment.** Title to any replacement parts, components or items of the MATCO Equipment or Fuel System shall immediately vest in City without further action by any party. Title to any parts, components or items of the MATCO Equipment and the Fuel System removed by MATCO and not replaced shall be retained by City.

E. **Non-Interference with Airport Operations.** The Work and the operations of MATCO and its officials, agents, employees, Contractors, guests, patrons, and invitees on the Airport shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, or be offensive to others at the Airport. In the event that MATCO is not in compliance with this Section, at the written request of the Commissioner, MATCO shall immediately conform the demeanor or conduct of MATCO or its officials, agents, employees, contractors, guests, patrons, and invitees to the standard set forth in this Section.

F. **Access by City.** Upon the giving of reasonable notice, which may in certain circumstances determined at the City's sole discretion be only by oral notice, MATCO shall allow City, its officers, agents or employees, free access to the MATCO Operations Areas, the Fuel System and the MATCO Equipment for the purposes of inspection to ascertain if MATCO is performing its obligations under this Agreement, and for conducting such other activities deemed reasonably necessary by the City.

G. **City's Right to Perform MATCO Functions.** In the event that MATCO fails to perform any of its obligations under this Article IV within thirty (30) days of its receipt of notice from the City to so perform, the City may perform such obligations without such performance causing or constituting a termination of this Agreement or an interference with any of MATCO's rights under this Agreement. The City may do all things necessary to perform such obligation and charge the cost and expense of such performance as an O&M Expense of the Equipment and Fueling Cost Center in the calculation of Airline Fees and Charges under the Use Agreements. If, in the sole determination of the Commissioner, any failure of MATCO to perform its obligations under this Article IV endangers the health and safety of the public or employees of the City, the City may perform any such obligation afrer providing oral notice to MATCO and may charge its costs for such performance as an O&M Expense of the Equipment and Fueling Cost Center under the Use Agreements.

H. **City's Right to Use MATCO Equipment.** The City retains the right, as owner of the MATCO Equipment and Fuel System, to use the MATCO Equipment and Fuel System in accordance with such rules and regulations as MATCO may adopt, subject to the City's review and approval, for users of the MATCO Equipment and Fuel System. The City may replace the MATCO Equipment and the Fuel System, or any portion thereof, with equipment similar in

function and condition to the equipment to be replaced, provided that such replacement does not materially adversely affect the operations of MATCO.

Section 4.06 - Payment for the Operation and Maintenance of the MATCO Equipment and Fuel System. The costs to MATCO of operating and maintaining the MATCO Equipment and the Fuel System shall, together with such other costs as may be set forth in the Use Agreements, constitute O&M Expenses of the Equipment Cost Center or the Fueling Cost Center, as the case may be.

A. Annual Budget Review Process. MATCO shall submit, not later than 180 days prior to the end of each Fiscal Year, to the City a preliminary estimate of the O&M Expenses of the Equipment Cost Center and Fueling Cost Center. MATCO shall submit, not later than 60 days prior to the end of each Fiscal Year, to the City a final estimate of the O&M Expenses of Equipment Cost Center and Fueling Cost Center.

B. Monthly Reporting and Payment Procedures.

1. *MATCO.* Each month, MATCO will submit an invoice to the City containing an estimate of operating and maintenance costs for the upcoming month. The City shall, in a timely manner, submit payment to MATCO, which will then be responsible for paying its vendors directly. MATCO will also submit the previous month's actual costs to the City for reconciliation and allocation to the appropriate cost center.

2. *Fuel System Operator.* The Fuel System Operator shall prepare airlines' monthly invoices based on an estimate of projected activity at the current fueling rate with a reconciliation of the previous month's actual activity. Airlines remit payment directly to the Fuel System Operator, who then issues a check for the fuel flowage fees to the City along with all invoices and remittance and fueling information.

Each invoice shall be acceptable in form and substance to the Commissioner and shall set forth an allocation of the cost of the invoice between the Equipment Cost Center or the Fueling Cost Center. The City shall disburse sufficient funds from the O&M Fund created under the Use Agreements to pay invoices submitted by MATCO. The City shall make payment directly to MATCO. The City shall have no obligation or liability to MATCO under this Section 4.06 other than to make payment pursuant to an accepted MATCO invoice. The City shall have no obligation or liability under this Section 4.06 to any third party whatsoever. Payment of MATCO invoices will be made within thirty (30) days of the Commissioner's acceptance of an invoice. The Commissioner may withhold processing of any invoice which, in his or her reasonable opinion, is not submitted with adequate supporting documentation for the charges and costs set forth on such invoice. The Commissioner shall provide reasonable notice of any inadequacies in the supporting documentation.

Section 4.07 - Additional Equipment and Modifications and Improvements to the Fuel System. In addition to the MATCO Equipment identified on Exhibit C, MATCO, by Majority-in-Interest approval, or any Member may from time to time, at its own expense, install additional

equipment, facilities and improvements, or modify, replace or expand existing equipment, facilities, and improvements, including the Fuel System, at the Airport. Any such installation, modification, replacement or expansion is subject to the review and approval of the City. No such installation, modification, replacement or expansion shall occur if such installation, modification, replacement or expansion would in any way (1) materially and permanently impair the utility or value of the MATCO Equipment or Fuel System, or (2) interfere with the operation of the Airport or (3) interfere with the use of the MATCO Equipment or Fuel System by the City or any other user of the Airport.

Pursuant to Article 10 of the Use Agreements, the City may, upon the request of a Majority-in-Interest of the Signatory Airlines, agree to finance, in whole or in part, any such additional equipment, facilities, improvements, modifications, replacements or expansions of the existing equipment, facilities and improvements through the issuance of Midway Airport Revenue Bonds. Notwithstanding any such request, the City shall not be obligated to issue Midway Airport Revenue Bonds. Any equipment, facilities and improvements financed by Midway Airport Revenue Bonds shall be deemed to be MATCO Equipment or the Fuel System, as appropriate. Further, any equipment, facilities or improvements which are not removable without causing material damage to the MATCO Equipment or Fuel System or any portion of the Airport that is not leased to an airline or other user of the Airport shall also be deemed to be MATCO Equipment or the Fuel System, as appropriate.

ARTICLE V

CALCULATION OF EQUIPMENT AND FUELING FEES

Section 5.01 - Equipment and Fueling Fees.

A. Per Capita Fee. Throughout the Term, equipment and fueling fees shall be charged to Members and non-Members, which, notwithstanding the provisions of Section 8.10 of the Use Agreements, shall be calculated as set forth in this Article V. Each Fiscal Year, Members shall pay a per capita fee (the "**Equipment Cost Center Per Capita Fee**"), which amount shall be equal to twenty percent (20%) of the Equipment Cost Center requirement for such Fiscal Year, as determined pursuant to the Use Agreements, divided equally among the Members. In addition, Fuel Members shall pay a per capita fee (the "**Fueling Cost Center Per Capita Fee**"), which amount shall be equal to ten percent (10%) of the Fueling Cost Center requirement for such Fiscal Year, as determined pursuant to the Use Agreements, divided equally among the Fuel Members.

B. Usage Fees. Each Member shall pay an Equipment Fee for each Fiscal Year, which amount shall be the product of (i) the number of thousands of pounds of the Maximum Approved Gross Landing Weight of such Member's aircraft involved in Revenue Landings for such Fiscal Year and (ii) the Base Equipment Fee Rate (as calculated below). Each Member shall pay a Fuel Fee for each Fiscal Year, which amount shall be the product of (i) the number of gallons of Fuel distributed by or on behalf of the Member from the Fuel System and (ii) the Base Fuel Fee Rate (as calculated below). Each non-Member shall pay an Equipment Fee for each Fiscal Year which amount shall be the product of (i) the number of thousands of pounds of the Maximum Approved

Gross Landing Weight of such non-Member's aircraft involved in Revenue Landings for such Fiscal Year and (ii) the Premium Equipment Fee Rate (as calculated below). Each non-Fuel Member shall pay a Fuel Fee for each Fiscal Year which amount shall be the product of (i) the number of gallons of Fuel distributed by or on behalf of the non-Member from the Fuel System for such Fiscal Year and (ii) the Premium Fuel Fee Rate (as calculated below).

Section 5.02 - Base Rates.

A. Base Equipment Fee Rate. The Base Equipment Fee Rate for each Fiscal Year, which rate shall be payable by Members only, shall be calculated as eighty percent (80%) of the Equipment Cost Center requirement for such Fiscal Year, as determined pursuant to the Use Agreements, divided by the sum of (i) the Maximum Approved Gross Landing Weight in thousand-pound units of all aircraft of all Members landed in Revenue Landings during such Fiscal Year and (ii) one hundred fifty percent (150%) of the Maximum Approved Gross Landing Weight in thousand pound units of all aircraft of all non-Members landed in Revenue Landings during such Fiscal Year.

B. Base Fuel Fee Rate. The Base Fuel Fee Rate for each Fiscal Year, which rate shall be payable by Members only, shall be calculated as ninety percent (90%) of the Fuel Cost Center requirement for such Fiscal Year, as determined pursuant to the Use Agreements, divided by the sum of (i) the total gallons of Fuel distributed by or on behalf of all Members from the Fuel System during such Fiscal Year and (ii) one hundred twenty-five percent (125%) of the gallons of Fuel distributed by or on behalf of all non-Members from the Fuel System during such Fiscal Year.

Section 5.03 - Premium Rates.

A. Premium Equipment Fee Rate. The Premium Equipment Fee Rate for each Fiscal Year, which rate shall be payable by non-Members only, shall be calculated as one hundred fifty (150%) of the Base Equipment Fee Rate plus one hundred fifty percent (150%) of the Equivalent Equipment Cost Center Per Capita Fee Rate determined by dividing (i) the Equipment Cost Center Per Capita Fee for the Member with the lowest Maximum Approved Gross Landing Weight by (ii) its Maximum Approved Landing Weight.

B. Premium Fuel Fee Rate. The Premium Fuel Fee Rate for each Fiscal Year, which rate shall be payable by non-Fuel Members only, shall be calculated as one hundred twenty-five percent (125%) of the Base Fuel Fee Rate plus one hundred twenty-five percent (125%) of the Equivalent Fueling Cost Center Per Capita Fee Rate determined by dividing: (i) the Fueling Cost Center Per Capita Fee for the Member with the lowest number of gallons of fuel distributed or on behalf of such member, by (ii) its number of gallons.

Section 5.04 - Effectiveness of this Article V. The provisions of this Article V shall be in full force and effect, and the City shall charge Equipment and Fueling Fees pursuant to this Article V, so long as this Agreement is in full force and effect.

Section 5.05 - Payment of Equipment and Fueling Fees. Members shall pay Equipment Fees and Fueling Fees pursuant to Section 9.02(c) of the Use Agreements. Non-Members shall pay Equipment Fees and Fueling Fees pursuant to the MATCO Terminal Access Agreement and MATCO System Agreement.

ARTICLE VI

RECORD-KEEPING AND REPORTING

Section 6.01 - MATCO's Records.

A. Ownership of Documents. All documents and data, including studies, reports, drawings, models, specifications, estimates, maps, calculations and instruments of service (collectively, Documents) prepared under or in connection with this Agreement are the property of the City. MATCO is responsible for any loss or damage to Documents while such Documents are in MATCO's possession or the possession of its Contractors. MATCO is wholly responsible for the cost of restoration of such lost or damaged Documents. MATCO shall deliver all Documents to the City upon the City's reasonable demand. If MATCO fails to deliver such Documents to the City, MATCO shall pay to the City any damages the City may incur due to such failure.

B. Confidentiality. All Documents and all reports, information or data provided to MATCO under this Agreement are confidential. MATCO agrees, and shall cause its officers, officials, employees and Contractors to agree, that except as specifically authorized herein, MATCO shall not make available such reports, information or data to any individual or organization other than the City without the prior written approval of the Commissioner. In the event that MATCO is served with a request for Documents by a government agency or with a *subpœna duces tecum* regarding any Documents or any reports, information or data which may be in MATCO's possession by reason of this Agreement, MATCO will immediately provide notice to the Commissioner and the City's Corporation Counsel such that the City will have the opportunity to contest such process by any means available to it before such Documents, reports, information or data are submitted to a court or other third party; provided, however, that MATCO will not withhold delivery beyond the time ordered by a court or government agency unless the *subpœna* or request is quashed, or the deadline for such delivery is otherwise extended.

C. Records of the Work. MATCO shall furnish to the Commissioner such information as may be requested pertaining to the progress, execution and cost of Work. MATCO shall maintain, or cause to be maintained, records showing actual time expended and cost incurred in the performance of Work. All such books, records and accounts shall be maintained according to generally accepted accounting principles. All books, records and accounts in any way pertaining to the Work shall be open to the City, including any representatives designated and authorized by the City to inspect, audit, duplicate or otherwise review such books, records and accounts. MATCO shall maintain all such books, records and accounts in a safe location, make them available to the City upon request, and retain all such books, records and accounts for inspection,

audit, duplication or other related use by the City for at least five (5) years after completion of the Work.

D. Records of the Operation and Maintenance of the MATCO Equipment and Fuel System. MATCO shall furnish to the Commissioner such information as may be requested pertaining to the operation and maintenance of the MATCO Equipment and Fuel System. MATCO shall maintain, or cause to be maintained, records showing actual time expended and cost incurred in such operation and maintenance of the MATCO Equipment and Fuel System. MATCO shall maintain, or cause to be maintained, records showing actual gallons of Fuel distributed to and from the Fuel System for each party that provides Fuel to or takes Fuel from the Fuel System. All such books, records and accounts shall be maintained according to generally accepted accounting principles. All books, records and accounts in any way pertaining to the operation and maintenance of the MATCO Equipment and Fuel System shall be open to the City, including any representatives designated and authorized by the City to inspect, audit, duplicate or otherwise review such books, records and accounts. MATCO shall maintain all such books, records and accounts in a safe location, make them available to the City upon request, and retain all such books, records and accounts for inspection, audit, duplication or other related use by the City for at least five (5) years.

Section 6.02 - MATCO Reports. On or before July 31st of each calendar year during the Term, MATCO shall provide the Commissioner with a report of its operations and maintenance of the MATCO Equipment and Fuel System for the prior calendar year. All such reports shall be acceptable in form and substance to the Commissioner.

ARTICLE VII

INDEMNITY AND INSURANCE

Section 7.01 - Indemnity.

A. Indemnity. MATCO agrees to protect, defend, indemnify, keep, save and hold the City of Chicago, its officers, officials, employees and agents (collectively "**Indemnified Parties**") free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "**Claims**") in connection with or arising directly or indirectly out of the performance or failure to perform hereunder by MATCO, its officials, agents, employees, and subcontractors, including the enforcement of this indemnification provision, except for Claims shown by final judgment to have been caused by or attributable to the Indemnified Parties' negligence, in which event the Indemnified Parties shall contribute to the payment of damages decreed by judgment, and the actual costs of defense borne by MATCO not otherwise covered by insurance, to the extent the Indemnified Parties are found liable by such judgment. Without limiting the foregoing, any and all such Claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any

other tangible or intangible personal property right, actual or alleged employment discrimination or wrongful discharge, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The foregoing indemnity provision excludes the negligence of the Indemnified Parties to the extent prohibited by 740 ILCS 35/1 *et seq.* (Construction Contract for Indemnification Act) and/or 740 ILCS 150/0.01 *et seq.* (Structural Work Act), respectively. MATCO further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The Indemnified Parties shall have the right, at their respective options and cost, to participate in the defense of any suit, without relieving MATCO of any of its obligations under this indemnity provision, provided that the Indemnified Parties and their respective attorneys shall coordinate and cooperate with MATCO's attorneys. MATCO further expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the Indemnified Parties free and harmless are separate from and not limited by MATCO's responsibility to obtain insurance pursuant to other Sections in this Agreement. Further, the indemnities contained in this Section shall survive the expiration or termination of this Agreement.

B. Release of City.

1. The City shall not be liable to MATCO, or to MATCO's agents, representatives, contractors, subcontractors, or employees, for any injury to, or death of, any of them or of any other person, or for any damage to any of MATCO's property, or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by City or any third person using the Airport or navigating any aircraft on or over the Airport, except where there has been a final determination by a court of competent jurisdiction that any injury, death, or damage is due to the negligence or willful misconduct of City, and only to the extent MATCO or any of the above described parties is not covered by insurance.

2. The City shall not be liable to MATCO for damage to property of MATCO or any loss of revenues to MATCO resulting from City's acts or omissions in the maintenance and operation of the Airport, except where there has been a final determination by a court of competent jurisdiction that such damage or loss has been caused by the negligence or willful misconduct of City, and then only to the extent MATCO is not reimbursed by insurance.

3. Notwithstanding any reference herein to MATCO's release and indemnification being ineffective in certain instances where City or its agents, employees or representatives have been negligent, nothing herein shall be construed to make City liable in any case or instance where City would otherwise be immune from any tort liability because of its being a municipal corporation.

C. Non-Liability of Public Officials. No official, employee, or agent of City shall be charged personally by MATCO, or by any assignee or contractor of MATCO, 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 City's execution or attempted execution hereof, or because of any breach hereof.

D. City Approvals Do Not Limit MATCO's Obligations. Nothing herein is intended nor shall it be construed to provide any limitation upon MATCO's obligation to comply with the terms and conditions of this Agreement. No City review or approval of any act of MATCO or document provided by MATCO, including plans and specifications, shall in any way serve to attenuate, diminish or otherwise limit MATCO's obligations hereunder, nor shall any such review or approval constitute a waiver by the City of any non-compliance with the terms and conditions of this Agreement.

E. Survival Beyond Termination of this Agreement. MATCO's obligations under Section 8.08 and this Article VII shall survive the termination of this Agreement.

Section 7.02 - Required Insurance Coverage. MATCO shall provide and maintain at all times, at MATCO's own expense during the term of the Agreement and during any period subsequent to the expiration of the Term if MATCO is required to return to perform Work or perform any activities to comply with any Environmental Law, the type of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by MATCO, its contractors or subcontractors. The kinds and amounts of insurance required are as follows:

A. Commercial Liability Insurance (Primary and Umbrella). Commercial Liability Insurance or equivalent coverage with limits of not less than $50,000,000 per occurrence, for pollution, bodily injury, property damage liability, and personal injury. Coverages shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, pollution, independent contractors, broad form property damage, separation of insureds, defense and contractual liability coverages (with no limitation endorsement). City shall each be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from MATCO's performance under this Agreement.

B. Automobile Liability Insurance. When any motor vehicles are used in connection with work to be performed by or on behalf of MATCO, MATCO shall provide Automobile Liability Insurance with limits of not less than $5,000,000, per occurrence, for bodily injury and property damage.

C. All Risk Builders Risk Insurance. When MATCO undertakes any work at the Airport, including improvements, betterments, or repairs, MATCO shall provide All Risk Builder's Risk Insurance, at replacement cost, for the materials, supplies, equipment, machinery, and fixtures that are or will be part of the permanent facilities. Coverages shall include but not be limited to the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earth movement, flood (including surface water back-up), collapse, water damage,

faulty workmanship or materials, testing and mechanical-electrical breakdown. The City shall be named as an additional insured and loss payee.

D. All Risk Property Insurance. MATCO shall maintain All Risk Commercial Property Insurance, including improvements and betterments covering damage to buildings, machinery, equipment, supplies or other contents in the amount of full replacement value of the property. Coverage extensions shall include boiler and machinery, collapse, sprinkler leakage, and flood. The City shall be named as an additional insured and loss payee.

E. Professional Liability. When any architects, engineers, or consulting firms perform work or services in connection with this Agreement, Professional Liability Insurance covering acts, errors and omissions shall be maintained with limits of $1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Section 7.03 - Additional Obligations of MATCO Regarding Insurance.

A. MATCO will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required 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. MATCO shall submit evidence of insurance on the City insurance certificate of coverage form prior to the execution of the Agreement by the City. 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 requirements of this Agreement. The failure of the City to obtain certificates or other evidence of insurance from MATCO shall not be deemed to be a waiver by the City. MATCO shall advise all of its insurers of the provisions of this Agreement pertaining to insurance. Non-conforming insurance shall not relieve MATCO of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance conditions may constitute a material breach of the Agreement, and the City retains the right to suspend the Agreement until proper evidence of insurance is provided, or terminate the Agreement.

B. All insurance policies shall provide for sixty (60) days' written notice to the City prior to the effective date of any change, cancellation, or termination of such coverage.

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

D. MATCO shall require all contractors to carry the insurance required herein, or MATCO may provide the coverage for any or all contractors or subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

E. MATCO expressly understands and agrees that any insurance coverages and limits furnished by MATCO shall in no way limit MATCO's liabilities and responsibilities specified within the Agreement, in equity, or at law.

F. MATCO hereby waives, and shall cause each of its contractors to waive, its rights of subrogation against the City, including the City's appointed and elected officials, agents, and employees. Inasmuch as this waiver will preclude the assignment of any claim by subrogation to an insurance company, MATCO agrees to do the following and cause each contractor and subcontractor to do the following: to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, to prevent the invalidation of said insurance coverage by reason of said waiver.

G. MATCO expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by MATCO under this Agreement.

H. MATCO shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by the City.

I. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation imposed by law upon any indemnification provided herein.

J. The City maintains the right to modify, delete, alter or change the requirements set forth under Section 7.02 above and this Section 7.03.

Section 7.04 - Use of Insurance Proceeds.

A. If the MATCO Equipment or the Fuel System, or any portion thereof, is damaged or destroyed by fire or other casualty, the City shall deposit the proceeds of insurance actually received with respect to such damage in a construction fund, and MATCO shall, to the extent of such proceeds, and subject to such terms and conditions of Exhibit F and such other reasonable terms and conditions that may be imposed by the City, promptly repair, reconstruct and restore the damaged or destroyed MATCO Equipment and MATCO Fuel System to (1) substantially the same condition, utility and value as existed prior to such damage or destruction or (2) such other condition, character, utility and value as the City and MATCO may agree upon.

B. If the proceeds of insurance received by the City are insufficient to restore or replace the MATCO Equipment or the Fuel System as required by Section 7.04(A), the City, so long as it may have the right and authority to issue Bonds, may, but shall not be obligated to, issue Bonds, pursuant to Article 10 of the Use Agreements, to cover costs resulting from the insufficiency of insurance proceeds. MATCO shall use the proceeds of such Bonds solely to restore or replace the MATCO Equipment or Fuel System.

C. If the proceeds of insurance are in excess of the amount necessary to restore or replace the MATCO Equipment or Fuel System as required by Section 7.04(A), the excess amount shall be treated as Non-Airline Revenues allocable to the Equipment and Fueling Cost Center.

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF MATCO

Section 8.01 - Taxes. MATCO shall pay such taxes or special assessments, if any, which may be levied or assessed upon MATCO's interest in the MATCO Operations Areas at the Airport. MATCO shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude MATCO from contesting such charge or tax, including those taxes or charges enacted or promulgated by the City.

Section 8.02 - Utilities. MATCO shall not be responsible for payment of any utility costs for its operations, including electricity and water services. These costs shall be paid for through the airlines' rates and charges.

Section 8.03 - Permits, Licenses. MATCO shall be responsible for obtaining, at its own expense, all necessary governmental approvals, inspections, permits, or licenses needed in connection with the MATCO's operations and the MATCO Operations Areas, including any business conducted thereon, or any Work performed thereon.

Section 8.04 - Compliance with All Laws. MATCO shall comply with all applicable Federal, State, and local laws, codes, regulations, ordinances, rules, and orders; *provided, however*, that MATCO may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by MATCO and does not jeopardize the health or safety of persons at the Airport or Airport operations.

Section 8.05 - Compliance with City/State Requirements. MATCO agrees to execute such certificates as may be necessary to comply with all applicable Federal, State, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including such certifications as are listed below.

A. **Disclosure Affidavit Disclosure of Retained Parties.** MATCO shall execute a Disclosure Affidavit and Disclosure of Retained Parties in the form provided by City, in compliance with 720 ILCS 5/33E-3, 4 and 11(B), as amended; 65 ILCS 5/11- 42.1-1; Chapter 2-56 of the Municipal Code; Section 2-92-320 of Chapter 2 of the Municipal Code; and the City's Executive Order 2011-4, respectively.

B. **False Statements.** False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the Disclosure Affidavit and Disclosure of Retained Parties form, as well as in any other affidavits or statements constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar MATCO, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated contractor) pursuant to Section 1-21-010 *et seq.* of the Municipal Code.

C. Anti-Scofflaw. In accordance with Section 2-92-380 of the Municipal Code, and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City shall be entitled to set off a portion of any amounts due MATCO by the City under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by MATCO to the City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and "debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

Notwithstanding the provisions of the immediately preceding paragraph, no such debt(s) or outstanding parking violation complaints shall be offset from any amounts due MATCO from the City under this Agreement if one or more of the following conditions are met:

1. MATCO has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and MATCO is in compliance with the agreement; or

2. MATCO is contesting liability for or the amonnt of the debt in a pending administrative or judicial proceeding; or

3. MATCO has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

D. Ethics. MATCO shall comply with Chapter 2-156 of the Municipal Code, including Section 2-156-120, pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to the City.

D. MacBride Principles. The City, 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.

If MATCO conducts any business operations in Northern Ireland, it is hereby required that MATCO shall 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).

F. Inspector General. It shall be the duty of MATCO and all officers, directors, agents, partners, and employees of MATCO to cooperate with the Inspector General and Legislative Inspector General of the City in any investigation or hearing undertaken pursuant to Chapters 2-

55 and 2-56 of the Municipal Code. MATCO understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code.

G. **Americans with Disabilities Act.** Any and all designs for improvements to the MATCO Operations Areas that will be designed and built by or on behalf of MATCO shall comply with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including the following: Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq* , the Uniform Federal Accessibility Guidelines for Buildings and Facilities and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and the regulations promulgated thereto at 71 Ill. Admin. Code Ch. I, Sec. 400.110. In the event that the above-cited standards are inconsistent, MATCO shall comply with the standard providing greater accessibility.

All construction or alterations undertaken by MATCO in connection with this Agreement, including all Work, shall be performed in compliance with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including the following: Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and the Uniform Federal Accessibility Guidelines for Buildings and Facilities and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and the regulations promulgated thereto at 71 Ill. Admin. Code Ch. I, Sec. 400.110.

H. Conflicts of Interest. MATCO represents and warrants that no member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with this Agreement has any personal interest, direct or indirect, in this Agreement, or in MATCO.

MATCO further covenants that (i) no member of the governing body of the City and no officer, employee or agent of the City or other unit of government exercising any functions or responsibilities in connection with this Agreement shall acquire any personal, financial or economic interest, direct or indirect, in MATCO or this Agreement, and (ii) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or employee of the City shall be admitted to any share or part of this Agreement or any financial benefit to arise from it.

I. Material Adverse Events. MATCO shall provide the City with prompt notice of any occurrence of an event which has or could have a material adverse impact upon the MATCO Equipment, the Fuel System or the operation of the Airport.

J. No Waste Disposal in Public Way MCC 11-4-1600(E). MATCO warrants and represents that it has not violated and is not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

- Section 7-28-390 (Dumping on public way);
- Section 7-28-440 (Dumping on real estate without permit);

- Section 11-4-1410 (Disposal in waters prohibited);
- Section 11-4-1420 (Ballast tank, bilge tank or other discharge),
- Section 11-4-1450 (Gas manufacturing residue);
- Section 11-4-1500 (Treatment and disposal of solid or liquid);
- Section 11-4-1530 (Compliance with rules and regulations required);
- Section 11-4-1550 (Operational requirements); and
- Section 11-4-1560 (Screening requirements).

During the period while this Agreement is executory, MATCO's violation of the Waste Sections, whether or not relating to this Agreement, constitutes a breach of and an event of default under this Agreement. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit MATCO's 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.

K. Federal Terrorist (No-Business) List. MATCO warrants and represents that neither MATCO nor an Affiliate, 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" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with MATCO. 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.

L. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. No Identified Party, as defined below, shall make a contribution of any amount to the Mayor of the City or to his political fundraising committee during (i) the bid or other solicitation process for this Agreement or Other Contract, including while this Agreement or Other Contract is executory, (ii) the term of this Agreement or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Agreement or Other Contract with the City is being sought or negotiated.

MATCO 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 the MATCO or the date the MATCO 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.

MATCO shall not: (i) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (ii) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (iii) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 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 Contract, 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 Exeeutive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Identified Party" means, with respect to MATCO, (i) MATCO, (ii) or any person or entity who directly or indirectly has an ownership or beneficial interest in MATCO of more than 7.5%, (iii) spouses and domestic partners of such owners, (iv) MATCO's subcontractors, (v) any person or entity who directly or indirectly has an ownership or beneficial interest in any such subcontractor of more than 7.5%, and (vi) spouses and domestic partners of such owners of such subcontractors.

"Other Contract" means any agreement entered into between MATCO and the City that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code.

M. Business Relationships With Elected Officials MCC Sect. 2-156-030(b). Pursuant to Section 2-156-030(b) of the Municipal Code, 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 contract will be grounds for termination of this agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

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 will not include any employment relationship of an officials spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

Section 8.06 - Non-discrimination.

A. Federal Requirements. It shall be an unlawful employment practice for MATCO (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin. MATCO shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 *et seq.*, as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. sec. 793794 (1981); Americans with Disabilities Act; and 41 C.F.R. Part 60, *et seq.* (1990).

B. State Requirements. MATCO shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as amended, and any rules and regulations promulgated in accordance therewith, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750

Appendix A. Furthermore, MATCO shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.*, as amended.

C. City Requirements. MATCO shall comply with the Chicago Human Rights Ordinance, Section 2-160-010 *et seq.*, of the Municipal Code, as amended. Further, MATCO shall furnish and shall cause each of its contractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 8.07 - Affirmative Action Program and MBE/WBE Requirements. MATCO assures that it will undertake an affirmative action program which sets forth all applicable Federal standards as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. MATCO assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. MATCO assures that it will require that its covered suborganizations provide assurances to MATCO that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect. In furtherance thereof, MATCO also agrees to implement a program consistent with the provisions of Exhibit F.

Section 8.08 - Compliance With Environmental Laws.

A. **Pre-Existing Conditions.** For the purposes of this Section 8.08, the presence of any Hazardous Material or Special Waste in the MATCO Operations Areas that would give rise to liability to any person on the part of MATCO or City, or violate any Environmental Law (as defined below), shall be known as an Environmental Condition. Any Environmental Condition existing on any portion of the MATCO Operations Areas prior to the Effective Date is hereby designated a "Pre-Existing Condition."

B. Compliance with Environmental Laws.

1. MATCO shall comply with all laws relating to the environment, including those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery, compensation, losses or injuries resulting from the release or threatened release of any Hazardous Material or Special Waste into the environment and to the generation, use, storage, transportation, or disposal of any solid waste, Hazardous Material or Special Waste, including the Comprehensive Environmental Response, Compensation and Liability Act (42 USC § 9601 *et seq.*), the Hazardous Material Transportation Act (49 USC § 1801 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 USC § 6901 *et seq.*), the Federal Water Pollution Control Act (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), the Toxic Substances Control Act of 1976 (15 USC § 2601 *et seq.*), the Safe Drinking Water Act (42 USC § 300f), the Occupational Safety and Health Act of 1970 (29 USC § 651 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 USC § 11001 *et seq.*), the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*), and the Municipal Code; additionally, any analogous future or

present local, state or federal ordinance or statute; any rule or regulation promulgated under or pursuant to any of the foregoing; and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for or establishes standards of conduct concerning any Hazardous Material or Special Waste that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof exercising executive, legislative, judicial, regulatory or administrative functions (collectively, "**Environmental Laws**").

2. If MATCO is required pursuant to any Environmental Law to submit any notice or report of a release or threatened release of any Hazardous Material or Special Waste on, under or about the MATCO Operations Areas, MATCO shall provide a copy of such report or notice to the City. In the event of a release or threatened release of any Hazardous Materials or Special Waste into the environment, or in the event of any claim, demand, action or notice is made against MATCO regarding MATCO's failure or alleged failure to comply with any Environmental Law, MATCO shall immediately notify the City.

3. The City shall have reasonable access to the MATCO Operations Areas to inspect the same to confirm that MATCO is using the MATCO Operations Areas in accordance with Environmental Laws. MATCO, at the reasonable request of the City and at MATCO's expense, shall conduct such sampling, testing and analysis as is necessary to ascertain whether MATCO is using the MATCO Operations Areas in compliance with all Environment Laws. Any such activities shall be conducted by qualified independent environmental consultants chosen by MATCO and subject to the City's reasonable approval. Copies of any reports and test results shall be provided to the City.

4. In addition to any other remedy afforded at law, in equity or by the terms of this Agreement, if MATCO fails to comply with any Environmental Law which results in, or may result in, a material adverse impact to the MATCO Operations Areas or potential liability to the City, the City may (i) enter the MATCO Operations Areas and take necessary measures to ensure compliance with Environmental Laws, including testing and sampling, all at MATCO's expense, and/or (ii) terminate this Agreement in accordance with the default provisions of this Agreement.

5. The City makes no warranty, express or implied, regarding the condition of any underground storage tanks on the MATCO Operations Areas, the presence of Hazardous Materials and Special Wastes on the MATCO Operations Areas, or that the MATCO Operations Areas are free of Hazardous Materials and Special Wastes. Subject to the limitations set forth in Section 8.08(A), in the event that City is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the MATCO Operations Areas or improvements thereon, MATCO shall defend City and indemnify City for any costs, damages or fines that might be found against City; *provided, however*, that MATCO shall not be held accountable by

the City under this Agreement in the event that contamination is the result of a third party traversing a right of way on the MATCO Operations Areas or the negligence of the City. MATCO's obligation to indemnify the City pursuant to this section in no other way limits nor is limited by any other indemnification provided in this Agreement.

6. MATCO's liability and obligations under this Section 8.08 shall survive the termination of this Agreement. MATCO hereby waives any right of action or claim pursuant to any Environmental Law against the City, its officers, officials, agents or employees except for (i) Pre-Existing Conditions for which MATCO is not accountable to the City under this Agreement, and (ii) those Post-Closing Conditions, if any, for which the City is the direct and proximate cause. Any Environmental Condition arising on any portion of the MATCO Operations Area after the Effective Date is hereby designated a "Post-Closing Condition."

C. Environmental Permits.

1. MATCO must show evidence of, and keep current throughout the term of this Agreement, all waste hauling and disposal permits and insurance certificates required by Federal, state, City or other local governmental body or agency pursuant to any Environmental Law.

2. When requested by the Commissioner, MATCO shall submit copies of all permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Commissioner throughout the duration of this Agreement. Non-compliance with this requirement may be cause for termination of this Agreement.

3. *Environmental Records and Reports:* MATCO shall be required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the operations of this Agreement, including the following: (i) vehicle maintenance records; (ii) safety and accident reports; (iii) manifests; (iv) disposal records, including load tickets and information including disposal site used, date, truck number and disposal weight; (v) permit documentation and all other documentation and transactions pertaining to all Environmental Laws. All such records and accounts shall be subject to review by the City and shall be made available to the City upon the request of the Commissioner. The City's review of any such records and accounts shall in no way serve to limit MATCO's obligations or liability under the terms and conditions of this Agreement or any Environmental Law.

D. Disposal of Materials, Construction and Demolition Debris, Soil and Waste.

1. MATCO shall be responsible for the proper disposal of all materials, construction and demolition debris, soil and other waste generated by MATCO's business operations, including the performance of Work, or MATCO's activities as set forth in Section 8.08. Hauling and disposal by a subcontractor does not relieve MATCO from

responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. MATCO shall identify the disposal site(s) and transfer station(s) to which it has contractual access and for all requisite permits and/or licenses have been obtained. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the Commissioner may be cause to terminate this Agreement.

2. Upon request by the Commissioner, MATCO shall provide the Commissioner with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents, including copies of all permits and/or licenses for every transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by MATCO does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, MATCO will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the City. If MATCO disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, MATCO shall be responsible for all costs and fines associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.

3. MATCO shall accept full responsibility for compliance with all Environmental Laws.

4. MATCO shall notify the Commissioner within 24 hours of receipt of any environmental complaints, fines, citations, violations or notices of violation by any governmental body or regulatory agency against MATCO or by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes. MATCO will provide evidence to the satisfaction of the Commissioner of the way in which any such complaint, fine, citation, violation or notice has been addressed.

5. MATCO shall notify the City of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Agreement in which MATCO is asked to participate.

6. MATCO shall verify, in writing, whenever requested by the Commissioner, that all materials, construction debris, and other waste accepted by MATCO from the City, has been disposed of in compliance with all Environmental Laws.

7. Non-compliance with these terms and conditions may affect MATCO's eligibility for future contracts.

E. Equipment and Environmental Control During Transport. MATCO shall haul materials, including fuel of any nature, any construction debris, soil and other wastes in vehicles

and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction and demolition debris, soil and other wastes shall be designed to prevent spillage during the hauling operation. MATCO's equipment shall fully comply with all City, state and federal regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Law.

F. Open Dumping Prohibited. A form for identifying MATCO's debris and waste disposal/handling site(s) and acknowledging terms and conditions relating thereto (the "**Form**") shall be executed by MATCO and provided to the Commissioner before any debris or waste is removed from the MATCO Operations Areas for disposal or handling elsewhere. A sample Form is attached to this Agreement as Appendix A. In addition to the representations and requirements contained in the Form, MATCO understands and agrees that MATCO, unless otherwise authorized in writing by the Commissioner of Environment, shall not continue to use a disposal/handling site identified in the Form that (1) has been cited as being in violation of any environmental law or regulation or of any City ordinance or (2) does not have a necessary permit. If only one site was identified in the Form, MATCO shall arrange for a substitute disposal/handling site which meets the requirements specified in the Form and provide a revised Form to the Commissioner. MATCO further understands and agrees that any such substitution shall be at no additional cost to the City, regardless of the reason necessitating such substitution.

Section 8.09 - Contractors. MATCO agrees that all of the provisions set forth in Sections 8.03 through (and including) 8.08 will be incorporated in all contracts entered into with any suppliers of materials, furnishers of services, contractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any materials, labor, or services in connection with this Agreement for amounts of $10,000 or more. MATCO agrees to cause its contractors to execute such certificates as may be necessary in furtherance of these provisions. Such certifications shall be attached and incorporated by reference in the contracts. In the event that any contractor is a partnership or joint venture, MATCO shall also include provisions in its contract insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

Section 8.10 - Indemnification. In addition to the indemnifications set forth in Article VII, MATCO hereby indemnifies and agrees to defend and hold harmless the City, its agents, partners, officers, representatives and employees, from all Claims arising from or attributable to: (A) the presence due to MATCO's operations of Hazardous Materials and Special Wastes on the MATCO Operations Areas or the subsurface thereof or the violation of any Environmental Laws due to MATCO's operations (including, without limiting the generality thereof, any cost, claim, liability, or defense expended in remediation required by a governmental authority, or by reason of any release of any Hazardous Material or Special Waste due to MATCO's operations or violation of any Environmental Laws), (B) any aggravation of any condition on the MATCO Operations Areas caused, directly or indirectly, by MATCO's operations or (C) any breach by MATCO of any of its warranties, representations or covenants in this Article VIII. MATCO's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or absence in any case of covering insurance or by the failure or

refusal of any insurance carrier to perform any obligation on its part under any insurance policies affecting the MATCO Operations Areas or MATCO's operations at the Airport.

Section 8.11 - Gate Control. MATCO may contract for an operator to perform gate coordination activities at the terminal. The selection of such operator shall be subject to the review and approval of the Commissioner. Such operator shall at all times observe, implement and comply with such rules and regulations for gate allocation as may be promulgated from time to time by the Commissioner. The City reserves and retains the right to direct MATCO to dismiss such operator for material cause. MATCO shall dismiss such operator immediately upon direction of the City.

Section 8.12 - Fuel System Operator. MATCO, by Majority-in-Interest approval of the Fuel Members, shall appoint, subject to the prior written consent of the City, a person who shall operate and maintain the Fuel System on behalf of the Fuel Members and who is referred to herein as the "Operator." Subject to the provision of this Agreement, the rights conferred upon MATCO and the Fuel Members with respect to the Fuel System under this Agreement may be exercised by the Operator, or by any one or more of the Fuel Members, on behalf of all Fuel Members, to the extent authorized by the Fuel Members by Majority-in-Interest approval. The Operator shall be the agent of MATCO.

ARTICLE IX

AIRPORT MATTERS

Section 9.01 - Airport Rules and Regulations. MATCO shall observe and obey all Airport rules and regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport rules and regulations must be neither (A) inconsistent with the exercise by MATCO of any right or privilege granted to it hereunder or under any other agreement between MATCO and City relating to the Airport, nor (B) inconsistent with the rules and regulations or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to MATCO unless it has been given fifteen (15) days prior written notice of the adoption thereof.

Section 9.02 - Other Legal Requirements. MATCO shall comply, and shall cause its contractors to comply, with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders including those promulgated by the FAA, which shall include, but not be limited to, the following:

A. Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing contained in this Agreement shall be construed to grant or authorize the grant to MATCO of an exclusive right to use Airport facilities or to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others at the Airport similar privileges and rights.

B. Subordination of Agreement. MATCO covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport. MATCO further agrees that it shall not cause the City to violate any assurances made by the City to the Federal government in connection with the granting of such Federal funds.

C. Non-discrimination in the Use of the Airport. This Agreement involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. MATCO, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (3) that MATCO shall use the Airport in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation. In the event of a breach of the above nondiscrimination-covenants by MATCO, City shall have the right to terminate this Agreement and to reenter and repossess the MATCO Operations Areas and the facilities thereon, and hold the same as if this Agreement had never been executed.

D. Non-Discrimination in Furnishing Services. MATCO agrees that it shall provide its services and products promptly, efficiently and adequately to meet all reasonable demands therefor, all on a fair and non-discriminatory basis to all users thereof.

Section 9.03 - Airport Agreements. MATCO's use and occupancy of the MATCO Operations Areas shall be and remain subject to (A) the provisions of any existing or future agreements between City and the United States government, FAA or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other government funds, including grant agreements, and (B) any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport, including the Use Agreements and any ordinance or indenture, or both, authorizing bond anticipation notes or bonds or other obligations adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any master indenture.

Section 9.04 - Airport Security.

A. Airport Security Act. This Agreement is subject to the airport security requirements of 49 U.S.C, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 C.F.R. pt.

1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges below.) MATCO, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the FAA, the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. MATCO, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

B. Airport Security Badges. As part of airport operations and security, MATCO must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom MATCO has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, drivers license and appropriate stickers). MATCO is responsible for requesting and completing the form for each employee and subcontractors employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion.

As provided in Aviation Security Act above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.

- All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Drivers License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.

- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

- Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

- MATCO personnel who function as supervisors, and those that escort MATCO's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

Section 9.05 - Confidentiality of Airport Security Data. MATCO has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 C.F.R. pt. 1520. MATCO acknowledges that information provided to, generated by, or encountered by MATCO may include Airport Security Data. If MATCO fails to safegnard the confidentiality of Airport Security Data, MATCO is liable for the reasonable costs of actions taken by the City, the airlines, the FAA or the TSA that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards.

Section 9.06 - Airport Noise Restrictions. MATCO agrees to abide by any guidelines, rules or regulations for the Airport which result from any Part 150 study or any other restrictions imposed on noise and which are applicable to the use of the MATCO Operations Areas.

Section 9.07 - Regulating the Airport; Airport Operation. The City reserves the right to regulate, police and further develop, improve, reconstruct, modify or otherwise alter the Airport in the City's sole discretion. The City reserves the right, but shall not be obligated to MATCO, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the

Airport. The City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or in part. This provision shall not be interpreted to grant a right to limit or discontinue means of access to the MATCO Operations Areas by MATCO from outside the Airport from dedicated public streets.

Section 9.08- Exercise by City of Governmental Functions. Nothing contained herein shall impair the right of the City, in the exercise of its governmental functions, to require MATCO to pay any tax or inspection fees or to procure necessary permits or licenses. Nothing herein shall be construed to prevent MATCO from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by MATCO.

Section 9.09 - Maintenance and Operation of Airport.

A. City's Obligations.

1. The City shall operate and maintain in a manner consistent with that of a reasonably prudent operator of an Airport, and keep in good condition and repair, the runway and the taxiway, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment, now or hereafter provided by the City, serving the MATCO Operations Areas but located outside the MATCO Operations Areas, including the removal of snow, ice, vegetation, stones, and other foreign matter, as reasonably as may be done, from the runway and taxiway, connections therefrom, and roadways.

2. The City hereby retains the right to enter upon the MATCO Operations Areas at any time without such entering causing or constituting a termination of this Agreement or an interference with the use of the MATCO Operations Areas by MATCO, and do all things necessary to operate and maintain water mains and sewer mains that may exist beneath the surface of the MATCO Operations Areas. The City shall operate and maintain only its water mains and sewer mains, and assumes no responsibility or liability for the operation or maintenance of any sewer or water laterals within the MATCO Operations Areas that are used exclusively by MATCO.

B. MATCO's Remedy. In the event that the City fails to cure any failure in its performance of its obligations under Section 9.09(A) within a reasonable period, and provided that the Airport is not closed at the direction of the City or any other governmental authority or agency, MATCO's sole and exclusive remedy is to terminate this Agreement by providing notice to the City pursuant to the terms of Article X.

Section 9.10 - Similar Facilities. The City, in its sole discretion, may construct facilities similar to the MATCO Operations Areas, the Fuel System and MATCO Equipment. MATCO shall not have any rights hereunder with respect to such facilities.

ARTICLE X

DEFAULT AND TERMINATION

Section 10.01 - Events of Default. Each of the following shall be an event of default under this Agreement:

A. MATCO shall become insolvent (as such terms is defined under Section 101 of the Federal Bankruptcy Code); or shall fail to pay its debts generally as they mature; or shall take the benefits of any present or future Federal or State insolvency statute; or shall make a general assignment for the benefit of creditors.

B. MATCO shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against MATCO under any chapter of the Federal Bankruptcy Code

C. By order or decree of a court, MATCO shall be adjudged a debtor or bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or any State thereof and such order or decree shall not be stayed or vacated within sixty (60) days of its issuance.

D. A petition under any chapter of the Federal Bankruptcy Code or an action under any Federal or State insolvency statute shall be filed against MATCO and shall be dismissed or stayed within sixty (60) days after being filed thereof.

E. By or pursuant to, or under authority of any legislative act, resolution or rule, or order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official shall take possession or control of all or substantially all of the property of MATCO and such possession or control shall continue in effect for a period of sixty (60) days.

F. MATCO shall become a corporation in dissolution.

G. The letting, license, or other interest of or rights of MATCO hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with, or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Subparagraphs (A) through (F) of this Section 9.01.

H. MATCO shall fail to duly and punctually make any payment required to be paid hereunder or shall fail to make payment when due of any other sum required to be paid to the City

pursuant to this Agreement, for a period of five (5) business days after written notice specifying such failure and requesting that it be remedied is given to MATCO by the City.

I. MATCO shall fail to keep, perform, and observe any promise, covenant, or other provision of this Agreement, other than the obligation to make payment, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to MATCO by the City: *provided, however*, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by MATCO within such thirty (30) day period and diligently pursued until the failure is remedied.

J. Any lien shall be filed against the MATCO Equipment or any portion thereof resulting from any act or omission of MATCO, and shall not be discharged within thirty (30) days, unless MATCO shall within the aforesaid thirty (30) days furnish the City such security as the Commissioner in his or her discretion determines to be adequate to protect the interests of the City.

K. MATCO shall cease using or abandon substantially all of the MATCO Operations Areas for a period of ninety (90) days.

L. MATCO shall make any assignment of any of its interests, rights or obligations under this Agreement without the consent of the City as set forth in Section 11.12.

M. MATCO shall fail to maintain its corporate existence, or to remain duly qualified to do business in the State of Illinois, or MATCO shall dissolve or otherwise dispose of all or substantially all of its assets, or shall consolidate with or merge into another corporation; *provided, however*, that it shall not be an Event of Default if MATCO consolidates with or merges into an Affiliate; or

N. MATCO fails to receive authorization to conduct its operations at the Airport by any governmental entity.

O. MATCO defaults on any financing agreement or lease issued by the City for use and repayment by MATCO.

Section 10.02 - City's Remedies.

A. Whenever an Event of Default has occurred and is continuing, the City may, at its option, immediately and without prior notice of such Event of Default:

1. terminate this Agreement and the licenses and other rights of MATCO hereunder, without discharging any of MATCO's obligations hereunder and, at City's further option, exclude MATCO from the MATCO Operations Areas; or

2. without terminating this Agreement, exclude MATCO from the MATCO Operations Areas and attempt to grant such MATCO Operations Areas to

another party for the account of MATCO, holding MATCO liable for any payments that may be due hereunder up to the effective date of such grant.

B. The remedies set forth in this Article X shall be in addition to all other remedies which are or may be available to the City at law or in equity. In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect any amounts payable by MATCO hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement, or covenant of MATCO under this Agreement.

C. All rights and remedies hereinbefore given to the City and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the MATCO Operations Areas shall deprive the City of any of the City's remedies or actions against MATCO for any other sum required to be paid to the City pursuant to this Agreement, or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for fees or breach of covenant, or the resort to any other remedy herein provided for the recovery of fees be construed as a waiver of the right to obtain possession of the MATCO Operations Areas.

D. Any payment due the City from MATCO pursuant to the terms of this Agreement which is not paid by MATCO and which, in the reasonable opinion of the City pursuant to generally accepted accounting principles, is deemed by the City to be uncollectible, shall become an expense of the Equipment Cost Center or the Fueling Cost Center, as applicable, and payable pursuant to the terms of the Use Agreements.

Section 10.03 - Removal of MATCO's Property.

A. The personal property financed with funds other than Bonds and placed or installed by MATCO in the MATCO Operations Areas shall remain the property of MATCO and must be removed on or before the expiration of the term or the expiration of any extension or renewal thereof at MATCO's sole risk and expense. Any damage to the Airport, the MATCO Operations Areas, or any fixtures located therein, the Fuel System or the MATCO Equipment, resulting from such removal shall be paid for by MATCO. In the event of the termination of this Agreement, by default or otherwise, MATCO shall have thirty (30) days after such termination during which to remove such property; *provided, however*, that the City shall have the right to assert such liens against said property as the City may by law be permitted. So long as any such property remains in the MATCO Operations Areas, MATCO's obligation to pay the City any sums which may be due the City under the Agreement shall continue.

B. If MATCO's property is not removed as herein provided, the City may, at its option, deem such property abandoned and keep such property or after written notice to MATCO and at MATCO's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in the City's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to

the expenses of such removal and sale, second to any sum owed by MATCO to the City, and any balance remaining shall be paid to MATCO.

Section 10.04 - No Waiver by City. Failure by the City to take any action with respect to any default or violation by MATCO of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous, or subsequent violation or default. The acceptance by the City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of the City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

Section 10.05 - City's Right to Perform MATCO's Obligations. In the event that MATCO fails to perform any of its obligations under this Agreement, the City may, but is not obligated to, and without waiving or releasing MATCO from any of its obligations hereunder, make any payment or perform any other act which MATCO is obligated to make or perform under this Agreement in such manner and to such extent as City may deem desirable; and in so doing the City shall also have the right to enter upon the MATCO Operations Areas for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. Such costs shall be chargeable to the Equipment Cost Center and Fueling Cost Center and payable from Airport revenues. The City shall use reasonable efforts to give prior notice, which may be oral, of its performance, if reasonably feasible under the circumstances.

The performance of any such obligation by the City shall not constitute a waiver of MATCO's default in failing to perform the same. Inaction of the City shall never be considered as a waiver of any right accruing to it pursuant to this Agreement. The City, in making any payment hereby authorized: (A) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (B) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (C) in connection with the completion of construction or improvements to the MATCO Operations Areas or the repair, maintenance or reconstruction of the MATCO Operations Areas or payment of operating costs thereof, may do so in such amounts and to such persons as the City may reasonably deem appropriate. Nothing contained herein shall be construed to require the City to advance monies for any purpose. The City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to MATCO or any other occupant of the MATCO Operations Areas or any part thereof, by reason of making repairs or the performance of any work on the MATCO Operations Areas or on account of bringing materials, supplies and equipment into or through the MATCO Operations Areas during the course thereof and the obligations of MATCO under this Lease shall not thereby be affected in any manner. In doing so, however, the City shall use reasonable efforts not to interfere with MATCO's operations.

Section 10.06 - Attorneys' Fees and Expenses. In the event MATCO defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of MATCO fees or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of MATCO herein contained, the City shall charge such fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default to the Equipment Cost Center and Fueling Cost Center.

ARTICLE XI

NOTICE

Any notices or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices shall be deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, three days after deposit in the U.S. mails, or otherwise upon refusal of receipt. All notices or communications intended for MATCO shall be addressed to:

MATCO
Midway Airlines' Terminal Consortium
5757 S. Cicero Ave
Ticketing Level
Chicago, Illinois 60638
Attn: Executive Director

All notices or communications intended for the City shall be addressed to:

Commissioner, Department of Aviation
City of Chicago
O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666

with a copy to:

City Comptroller
Department of Finance
City of Chicago
33 N. LaSalle Street, Suite 700
Chicago, Illinois 60602

and with a copy to:

Corporation Counsel
Department of Law
City of Chicago
Room 600 City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Either party may change its address or the individual to whom such notices are to be given by a notice given to the other party in the manner set forth above.

ARTICLE XII

MISCELLANEOUS

Section 12.01 - City's Right of Entry. The City, by its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right at all reasonable times to enter the MATCO Operations Areas for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for, incidental to, or connected with the performance of the City's obligations hereunder, or in the exercise of its governmental functions; and further, and without limiting the generality of the foregoing, the City has the right to inspect MATCO's records of its operations at the Airport. The City shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless MATCO has consented to disclosure or has publicly released such information.

Section 12.02 - Force Majeure. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limiting the generality hereof, strikes, boycotts, picketing, slow-downs, work stoppages, or other labor actions affecting the City or MATCO, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption is the result of the negligence of that party; provided that nothing in this Section 12.02 is intended or shall be construed to abate, postpone, or in any respect diminish MATCO's obligations to make any payments due the City pursuant to this Agreement.

The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any Federal, State, county, or municipal law, rule, regulation, requirement, order, or directive.

MATCO shall not be liable for the performance of any obligation of MATCO hereunder if such performance is prohibited or materially affected by the issuance of any order, rule, or regulation, or the taking of any action by the FAA or other government authority substantially affecting for a period of at least sixty (60) days MATCO's use of the Airport; *provided, however*, that none of the foregoing is due to any fault of MATCO.

Section 12.03 - Conflict of Interest. MATCO hereby represents and warrants that it is not, and, to the best of MATCO's knowledge its contractors are not in violation of Chapter 2-156 of the Municipal Code. Any contract negotiated, entered into or performed in violation of said chapter shall be invalid and without any force whatsoever.

Section 12.04 - Representatives. The City and MATCO shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and MATCO, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City's representative shall be the Commissioner. MATCO's representative shall be designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party pursuant to the provisions of Article 11.

Section 12.05 - 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 and therein.

Section 12.06 - 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.

Section 12.07 - Amendments. No changes, amendments, modifications, cancellation, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

Section 12.08 - Governing Law. This Agreement shall be governed in accordance with the laws of the State of Illinois. MATCO hereby irrevocably submits, and shall cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. MATCO agrees that service of process on MATCO may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for, in this Agreement, by registered or certified mail addressed to the office actually maintained by MATCO, or by personal delivery on any officer, director, or managing or general agent of MATCO.

Section 12.09 - Consent to Service of Process and Jurisdiction. All judicial proceedings brought by MATCO with respect to this Agreement shall be brought in Cook County, Illinois, and by execution and delivery of this Agreement, MATCO accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. MATCO irrevocably waives any objection (including any objection of the laying of venue or based on the grounds of forum nonconveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the City to bring proceedings against MATCO in the courts of any other jurisdiction.

Section 12.10 - Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or 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 circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. 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 12.11 - No Assignment. MATCO may not assign any of its interests, rights or obligations under this Agreement without the express written consent of the City. In the event that the City approves any assignment, 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. The City may transfer its interests, rights and obligations hereunder at any time.

Section 12.12 - Co-Operation by Parties. The parties hereby agree to use good faith in the performance of this Agreement and to co-operate with each other. The City shall be expressly identified as a third party beneficiary in the Contracts and granted a direct right of enforcement thereunder. If this Agreement is terminated for any reason, or if it expires by its own terms, MATCO shall make every reasonable effort to assure an orderly transition to another operator or provider of similar services, if any; orderly demobilization of its own operation; and the uninterrupted provision of operations and maintenance services for the MATCO Equipment and Fuel System. During any transition period MATCO shall otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration of this Agreement.

Section 12.13 - Consents and Approvals. Unless otherwise expressly stated herein, any consents and approvals to be given by City shall be made by the Commissioner.

ARTICLE XIII

AUTHORITY

Section 13.01 – City's Authority. This Agreement is authorized by an Ordinance of the City Council of the City. Wherever this Agreement provides that an act is to be taken or performed, or approval or consent is to be given by the City, such act may be taken or performed, or approval or consent may be given, by the Commissioner, without further action by the City Council of the City, as long as such act, approval or consent does not result in an extension of the Term beyond any permitted renewals. The Commissioner may execute an amendment to the Agreement provided that he or she is authorized to take or perform the act, or provide the consent or approval, giving rise to such amendment.

Section 13.02 - MATCO's Authority. Execution of this Agreement by MATCO is authorized by corporate resolution and the signatures of each person signing on behalf of MATCO have been made with complete and full authority to commit MATCO to all terms and conditions of this Agreement, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

IN WITNESS WHEREOF, the City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of City Council of the City of Chicago, and the Midway Airlines' Terminal Consortium has caused this Agreement to be executed on its behalf by its Chairperson and witnessed by its Secretary, pursuant to due authorization, all as of the day and year first above written.

Attest:

City Clerk

CITY OF CHICAGO

Mayor

Recommended by:
DEPARTMENT OF AVIATION

Commissioner

Approved as to form and legality:

Chief Assistant Corporation Counsel

Attest:

Secretary

MIDWAY AIRLINES' TERMINAL CONSORTIUM

Chairperson

[(Sub)Exhibits "A" and "B" referred to in this Agreement with Midway Airlines' Terminal Consortium printed on pages 35081 through 35096, respectively, of this *Journal*.]

(Sub)Exhibits "C", "D", "E" and "F" referred to in this Agreement with Midway Airlines' Terminal Consortium read as follows:

(Sub)Exhibit "C".
(To Agreement With Midway Airlines' Terminal Consortium)

MATCO Equipment.

Baggage System.

The baggage system consists of an outbound baggage sortation system and an inbound baggage claim system. The outbound baggage sortation system provides a series of conveyors which transfer departing passenger bags, packages, parcel and other such items from the ticket counters onto baggage makeup devices located in the basement level outbound baggage makeup area. Each ticket counter group has a dedicated input belt to a common baggage makeup area. The inbound baggage claim system consists of eight (8) claim devices at ground level of the terminal building with dedicated input and feed conveyors, and two (2) oversize inbound belts: one serving the north side and one serving the south side of the claim area.

Passenger Loading Bridges.

Passenger loading bridges are moveable multi-tunnel devices which allow passenger access between areas and aircraft. A loading bridge is provided to serve each jet aircraft position (jet aircraft must have 75 seats or more) that is immediate adjacent to the terminal. Each loading bridge requires a caisson type of foundation, electrical power for operation and an upper Level access door at each holdroom.

Preconditioned Air System.

This system provides heating or cooling access at passenger loading bridge from a central heating/refrigerating plant. The system includes heat exchangers, pumps, chillers, piping, valves, air handling units, flexible ducting, temperature controls, insulation and system status monitoring. The preconditioned air system coupled with the 400 Hz ground power system described below enables aircraft heating or cooling and operation of the aircraft electrical system without use of the auxiliary power unit (APU).

Ground Power (400 Hz) System.

This system provides 400 Hz power (aircraft power) access at passenger loading bridge from one of two central generating plants in the terminal. The system includes motor generator sets, conduit and cabling to each loading bridge, disconnect switches, exterior cabling with aircraft jacks cable hoists and system status monitoring devices.

Potable Water.

Potable water filling stations are provided to serve each pair of aircraft parking positions. These stations which consist of heated housings, piping, valves, and hoses, provide domestic water to the aircraft.

Security Checkpoint Equipment.

Security screening devices are provided to comply with current airline, FAA and airport security requirements for passenger processing.

Flight Information Display System (FIDS) Baggage Information Display System (BIDS).

These systems provide flight departure, arrival, and baggage claim information for all airlines operating at the airport to the public and operations personnel. The system consists of computer processor, conduit, cabling, video monitors, LEDS, and input stations. The system, which displays the information on video monitors, will meet ADA requirements and should be accessible either from a central control area or the inbound baggage drop-off area.

GSE Battery Charging.

Battery charging stations are provided in several locations on the apron level and basement level bag make-up. These charging stations are used to recharge batteries on battery powered ground service equipment.

Ramp Striping.

Temporary and permanent pavement striping of the ramp within the Service Road for aircraft parking and ground service equipment.

Other MATCO Equipment.

In addition to the above, it may be determined during the course of design and construction of the new terminal that other types of equipment and systems may be required is part of the new terminal project for safe and efficient operation of the facility.

Holdroom Seating.

Provide seating in all holdrooms in the concourse area.

Contractor Controlled Insurance Program (CCIP).

MATCO Offices.

This provides for the buildout of MATCO's executive director office in the terminal which is approximately 1,000 square feet located on the apron level. The allowance includes, MEP systems, architectural finishes, millwork, furniture, communications equipment and computer and office.

(Sub)Exhibit "D".
(To Agreement With Midway Airlines' Terminal Consortium)

Fuel System.

A fuel receipt, storage and distribution facility on the north side of 55th Street, including

required utilities, oil/water separator, storm water run-off control systems, lighting, pavement, security fencing, foam fire system, fire safety equipment and other items/systems necessary to comply with, industry, federal, state, local, an City of Chicago requirements. Fuel storage will be provided via two API-650 above ground tanks with a nominal capacity of 9,000 barrels each erected within a secondary concrete fuel retention system. The fuel system will incorporate the necessary pumps, filters, meters, piping, valves; and controls necessary to receive, transfer and recirculate fuel along with required electrical power, system controls, leak detection systems, inventory control systems and cathodic protection.

Also included is a building of approximately 1,500 square feet to house electrical equipment, system controls, mechanical equipment, fire protection equipment and space for the facility operator.

Fuel transmission and distribution will be provided via an eight inch diameter underground pipe approximately 4,800 feet long routed through the airfield to a remote concourse apron loading position with an additional 3,300 feet of six inch diameter underground pipe routed to the remote jet fuel FBO/Corporate loading position located at the southeast quadrant of the Airport. Both remote refueler positions will include required utilities, oil/water separators, storm ran-off controls, lighting, pavement, meters, valves, piping, controls, connector and an UV/IR fire detection system.

A fuel unloading area will be developed adjacent to the fuel storage area with vehicular access from 55th Street with facilities necessary to accommodate the unloading of over-the-road transport trucks.

Also included in the project scope is the repair/modification/upgrade of existing underground fuel storage tanks to comply with the USEPA underground storage tank requirements which become effective on December 22, 1998. Only those tanks which are necessary to provide adequate commercial and general aviation jet fuel storage at the Airport are to be modified. Once the new fuel receipt, storage and distribution facility is operational, the existing underground storage tanks will be removed.

(Sub)Exhibit "E".
(To Agreement With Midway Airlines' Terminal Consortium)

Members Of MATCO.

1. AirTran Airways.
2. Continental Airlines.
3. Delta Air Lines.
4. Frontier Airlines.
5. Northwest Airlines.
6. Southwest Airlines.

(Sub)Exhibit "F".
(To Agreement With Midway Airlines' Terminal Consortium)

Required Provisions For Contracts For Work And Operations And Maintenance Services.

In addition to such other requirements as may be set forth in the Agreement and any other exhibit thereto, MATCO shall be required to include provisions in substantially the same form as set forth below in its contracts for work or services.

MATCO shall comply and shall include in all of its MATCO contracts a requirement that its MATCO Contractors comply with all applicable Federal, State, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. MATCO agrees that all of the provisions set forth in this Exhibit will be incorporated in all MATCO contracts. Further, MATCO shall execute and shall include in all of its MATCO contracts a requirement that its Contractors execute such affidavits and certifications as shall be required by the City. Such certifications shall be attached and incorporated by reference in the applicable MATCO contracts. In the event that any Contractor is a partnership or joint venture, the MATCO shall also include provisions in its Contract insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

1. Non Discrimination:

a. General Requirements:

It shall be an unlawful employment practice for the MATCO to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national original; or to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin.

MATCO shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1981), as amended. MATCO shall further comply with Executive Order No. 11,246, 30 Fed Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 42 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793 794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. Part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and, FAA Circular No. 150/5100 15A.

b. State Requirements:

MATCO shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq., as amended; and the Environmental Barriers Act, 410 ILCS 25/1 et seq.

c. City Requirements:

MATCO shall comply with the Chicago Human Rights Bond Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code, as amended.

Further, the MATCO shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

2 Equal Employment Opportunity

In the event of the MATCO's non compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights (the "Department"), MATCO may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, MATCO agrees as follows:

a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. That, if it hires additional employees in order to perform this Agreement, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements, a notice advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fail or refuse to cooperate with it in its efforts to comply with such Act and Rules, it will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time by reasonably requested by the Department of the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the City and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

g. That it will include, verbatim or by reference, the provisions of this Section 2 in every contract for Work that it awards under which any portion of the obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor. In the same manner as with other provisions of this Agreement, MATCO will be liable for compliance with applicable provisions of this clause by its Contractors; and further it will promptly notify the City and the Department in the event any Contractors fails or refuses to comply therewith. In addition, MATCO will not utilize any Contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

3. Safety and Security

a. MATCO expressly acknowledges its responsibility to provide security at the Airport in accordance with 14 CFR Part 107, "Airport Security," as such may be amended from time to time, and with all rules and regulations of the City concerning security procedures, including the Airport's approved security program. MATCO expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 14 CFR Part 108, "Airplane Operation Security," as such may be amended from time to time, and with the Rules and Regulations of the City concerning security procedures, including the Airport's approved security program.

b. MATCO shall insure that the following provision is inserted in all contracts entered into with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with the Agreement:

> "This Agreement is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604) ("Act"), the provisions of which are hereby incorporated by reference, including without limitation sections 105, 109, and 110, and to the rules and regulations promulgated thereunder. In the event that MATCO or any individual employed by MATCO, in the performance of this Agreement has (i) unescorted access to aircraft located on or at the Airport; (ii) unescorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured area, MATCO shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration and City may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, MATCO shall, notwithstanding anything contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City and the Federal Aviation Administration, and in effect as of the Effective Date with the

objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the agreement shall comply with those guidelines developed by City and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans, and specifications."

4. Americans with Disabilities Act

MATCO shall insure that the appropriate provision set forth below is inserted in all contracts entered into with any design professional or with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

a. Design:

"The Consultant warrants that all design documents produced for MATCO under this Agreement shall comply with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101 336 (1990) and the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. I, Sec 400.110. In the event that the above cited standards are inconsistent, the Consultant shall comply with the standards providing greater accessibilty."

b. Contracts for Work:

"All construction or alteration undertaken by Contractor under this contract shall be performed in compliance with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); and, the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. I, Sec. 400.110. The Contractor shall, prior to construction, review the plans and specifications and notify the MATCO and the City in the event that the plans and specifications are not in compliance with the above referenced standards."

5. Minority and Women Business Enterprises

MATCO shall provide for the participation of Minority and Women Business Enterprises and in any Project it performs under this Agreement. To this end, MATCO shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Procurement Services for Minority and Women Business Enterprises,

a goal for the award of MATCO contracts, and a reporting procedure agreeable to the MATCO and the City.

a. Policy.

The following statement represents MATCO's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

> "MATCO is committed to providing fair and representative opportunities for minorities and women and Minority and Women Business Enterprises in its Work. Neither MATCO nor its Contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of Contracts to be utilized for any of the Work hereunder. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Contracts awarded by MATCO."

This policy shall be stated in all MATCO contracts, circulated to all employees of MATCO in affected departments, and make known to minority and women entrepreneurs.

b. Liaison:

To ensure compliance and the successful management of MATCO's Minority and Women Business Enterprises program, MATCO shall establish a Minority and Women Business Enterprises liaison with the Department of Aviation and with the Department of Procurement Services. Further, all personnel of MATCO and all others with responsibilities in the supervision of MATCO contracts for the MATCO are to see that actions are performed consistent with the affirmative action goals of this Agreement.

c. Goals:

The goals to be met by MATCO in the Project hereunder shall be with utilization of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) certified by the City of Chicago, subject to the availability of MBE and WBE capable of performing the Work. These goals shall be administered in a manner to assure City and MATCO that: (i) the Work shall be completed at a reasonable and acceptable cost to MATCO; (ii) the Work shall be completed on a reasonable and acceptable timetable to MATCO and City; and (iii) the quality of the Work shall be reasonable and acceptable to MATCO and City.

The goals of the MATCO for participation by Minority and Women Business Enterprises (MBE and WBE) in the Project shall be to achieve a minimum of MBE participation of twenty five percent (25%) and WBE participation of five percent (5%), based on the total contracted expenditures for the Project.

Should MATCO determine that no MBE and WBE is capable or available to perform the Project, it shall notify the Commissioner specifying the type of Work required and the reasons an MBE and/or WBE is not available to perform such Work. MATCO shall also notify the

Department of Procurement Services, which shall determine if any MBE and WBE are available to perform the Work needed. If the Department of Procurement Services determines that MBEs and WBEs are available to perform such Work, it shall notify the MATCO of such availability and MATCO will be required to utilizes such MBE and WBE to the extent the goals set forth above can be met.

d. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified MBE and/or WBE shall be eligible for purposes of meeting the goals established by this Agreement.

e. Reporting.

The Minority and Women Business Enterprises progress report required by this section shall be made on forms or on a format established by City and agreeable to MATCO. Such reports shall include the following items:

i. the total amount of prime and subcontract awards during the quarter and, for any Project awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprises and the amount of the Contract with the Minority and Women Business Enterprises;

ii. the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;

iii a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprises Contracts to be awarded during the next quarter;

iv. all Minority and Women Business Enterprises subcontracts that have been completed and for which final payment has been made during the quarter; and

v an evaluation of the overall progress to date towards the Minority and Women Business Enterprises goals for the Work.

6. Equal Employment Opportunity and Affirmative Action Plan

MATCO must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "EEO/AA Plan") for that Work involving Project construction, which plan is acceptable to City and MATCO.

The EEO/AA Plan will be considered in relation to the following goals for employment of women and minorities:

a. Minority Employment

i 25% of skilled hours

ii 40% of laborer hours

b Women's Employment

i 7% of skilled hours

ii 10% of laborer hours

7 Employment of City Residents

MATCO agrees to ensure that in the aggregated hours of Project involving construction work to be performed, at least 50% of the on site worker hours in the category of construction laborers and at least 50% of the on site worker hours in the category of skilled construction trade workers shall be residents of the City

8 Reporting and Compliance

In the event that there are contracts subject to this Agreement at quarterly intervals beginning ninety (90) days following the execution of this Agreement, MATCO shall submit to City progress reports of forms or on a format established by the Department of Procurement Services and agreeable to MATCO, that provide required information concerning MATCO compliance with MATCO's MBE/WBE requirements, EEO and Affirmative Action Plan, and Chicago First Hiring Program.

9. Non Responsible Bidder

Prior to awarding any MATCO contracts, MATCO shall provide City with the names of vendors who may be awarded such contracts. City shall promptly notify MATCO if a potential vendor appears on the City's list of non responsible bidders. MATCO agrees that no MATCO contracts shall be awarded to persons or corporations identified on City's list of non responsible bidders, so long as such list does not discriminate against any bidders because of race, religion, age, handicap, color, sex, national original, citizenship or political affiliation.

(Sub)Exhibit "A".
(To Agreement With Midway Airlines' Terminal Consortium)

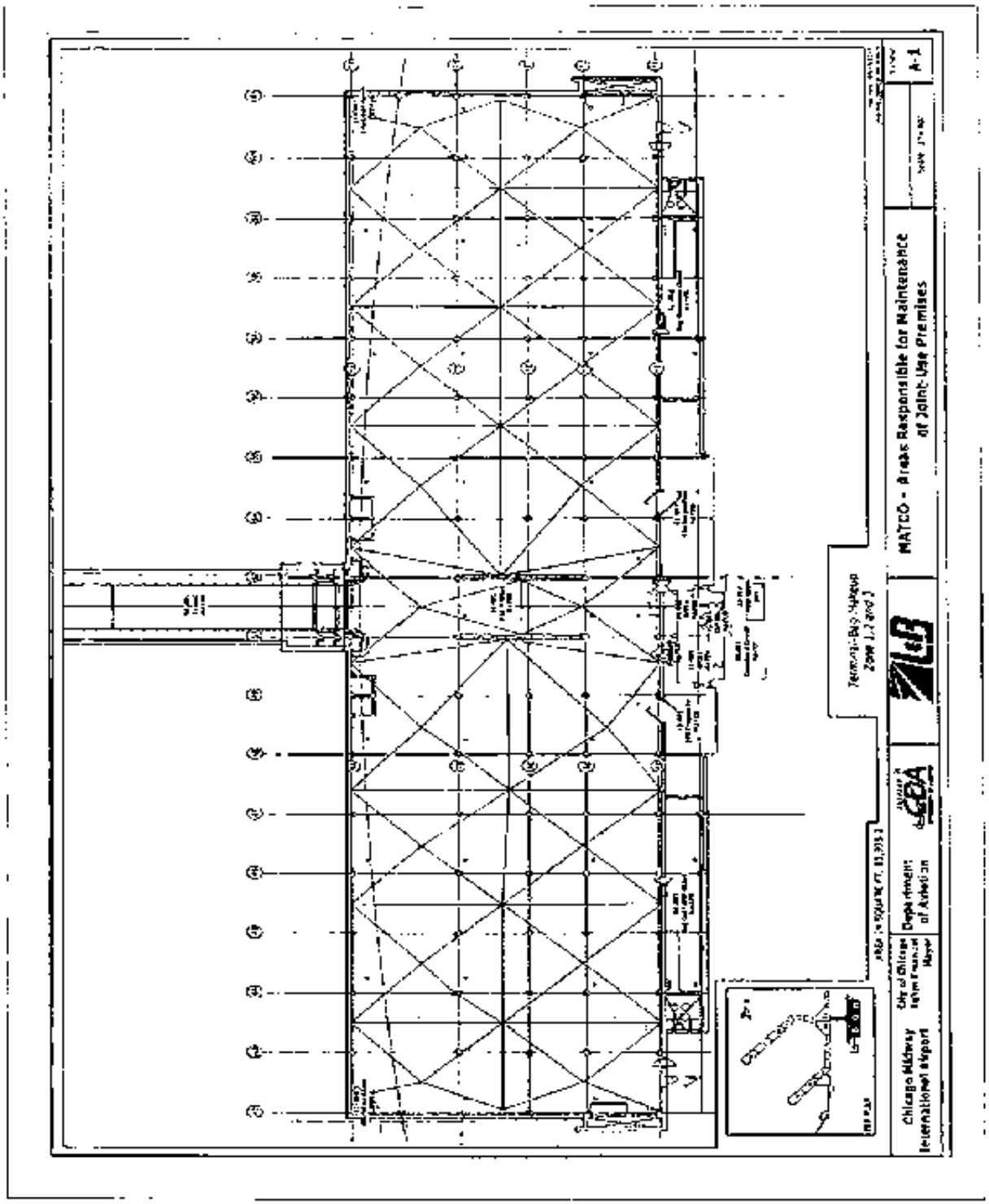
Easements.
(Page 1 of 7)

Location	Floor	Room No.	Description
Terminal	0	1-002	Conveyor Chase
Terminal	0	2-001	Bag Room
Terminal	0	2-002	Conveyor Chase
Terminal	0	2-004	Vestibule
Terminal	0	2-005	Vestibule
Terminal	0	3-002	Conveyor Chase
Terminal	0	22-006	Vestibule
Terminal	0	22-007	Ready Parts Storage
Terminal	0	22-008	Corridor
Terminal	0	04-005	Tunnel
Terminal	3	TM2-205A	North Mezz
Terminal	3	TM2-205B	South Mezz
Terminal*	0	NO NUMBER	Library
Terminal	1	NO NUMBER	Baggage Claim Areas 1-8
Concourse A	1	6-111	Tug Charging - A7
Concourse A	1	7-104	400 HZ Room
Concourse A	1	7-106	Blue Water Room
Concourse A	1	7-107	Triturator Room
Concourse A	1	07-105	Document Storage
Concourse A	1	MATCO JANITORIAL	A8 Janitor's Closet
Concourse A	1	6-218	A10 Janitor's Closet
Concourse A Infill	1	AU27-206A	Extension FIDs Closet (behind concession)
Concourse A Infill	1	AU28-209A	Women's Restroom Closet (extension)
Concourse A - FIS	1	ML10-125B	RCC Chase
Concourse A - FIS	1	AL9-102A	FIS CHASE
Concourse A - FIS	1	09-153	International Bag Claim
Concourse A - FIS	1	9-109	Ramp Corridor
Concourse B	1	13-102	Tug Charging - B8
Concourse B	1	13-101	PC Air Room
Concourse B	1	16-104	400 HZ Room
Concourse B	1	17-103	Ready Parts Storage
Parking Garage*	3	23-311	South EDS Electrical Room
Parking Garage*	3	22-301A	South EDS North Security Door
Parking Garage*	3	22-301B	South EDS North Fire Door
Parking Garage*	3	22-302A	North EDS South Security Door
Parking Garage*	3	22-302B	North EDS South Fire Door
Parking Garage*	3	22-310	South EDS North Door
Parking Garage*	3	22-312	Parts Storage Room
Parking Garage*	3	22-313	Bag Control Room
Parking Garage*	3	22-314	EDS Manager
Parking Garage*	3	22-315	EDS Computer Room
Parking Garage*	3	22-317	South Mechanical Room
Parking Garage*	3	22-319	North Mechanical Room
Parking Garage*	3	22-320	TSA Breakroom
Parking Garage*	3	22-321	OSR Room
Parking Garage*	3	22-322	TSA Manager
Parking Garage*	3	22-324	North EDS South Door
Parking Garage*	3	23-311	North Electrical Room
Fuel Farm			
Load Rack			
Diesel Tank			
Hydrant Pits			
Triturator			

*Not shown in Exhibit A

(Sub)Exhibit "A"
(To Agreement With Midway Airlines' Terminal Consortium)

Easements
(Page 2 of 7)



(Sub)Exhibit "A".
(To Agreement With Midway Airlines' Terminal Consortium)

Easements.
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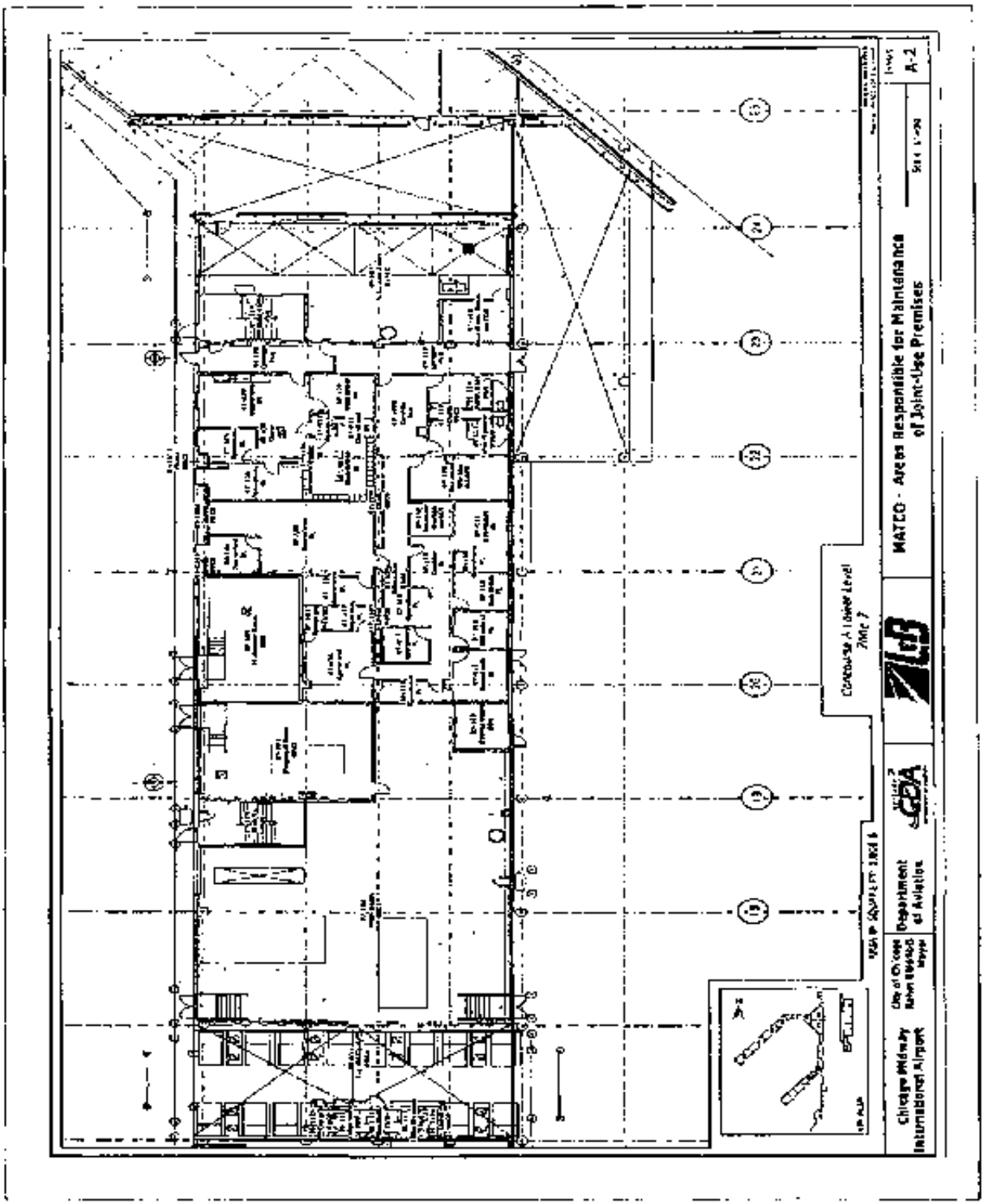

(Sub)Exhibit "A"
(To Agreement With Midway Airlines' Terminal Consortium)

Easements.
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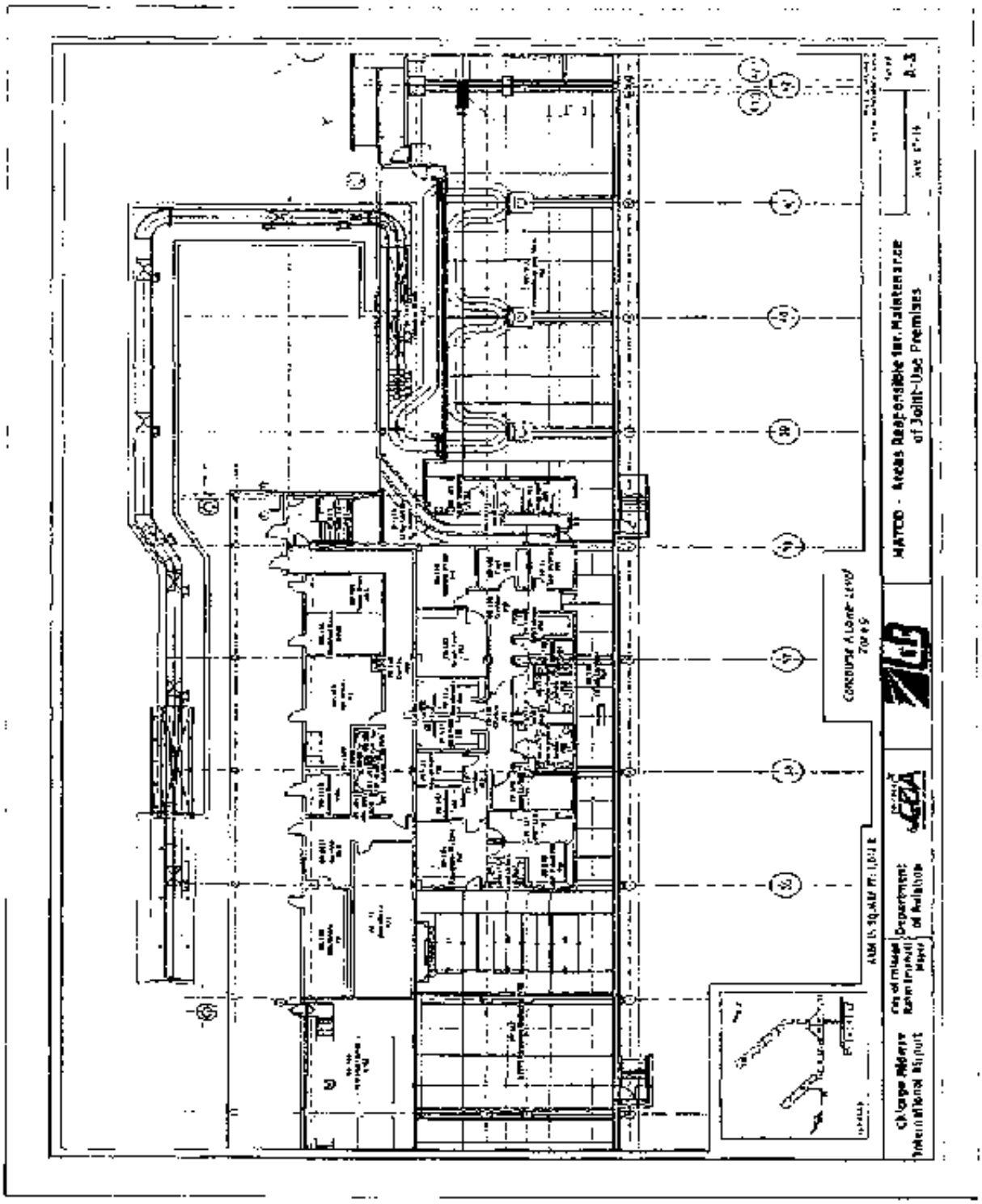

(Sub)Exhibit "A".
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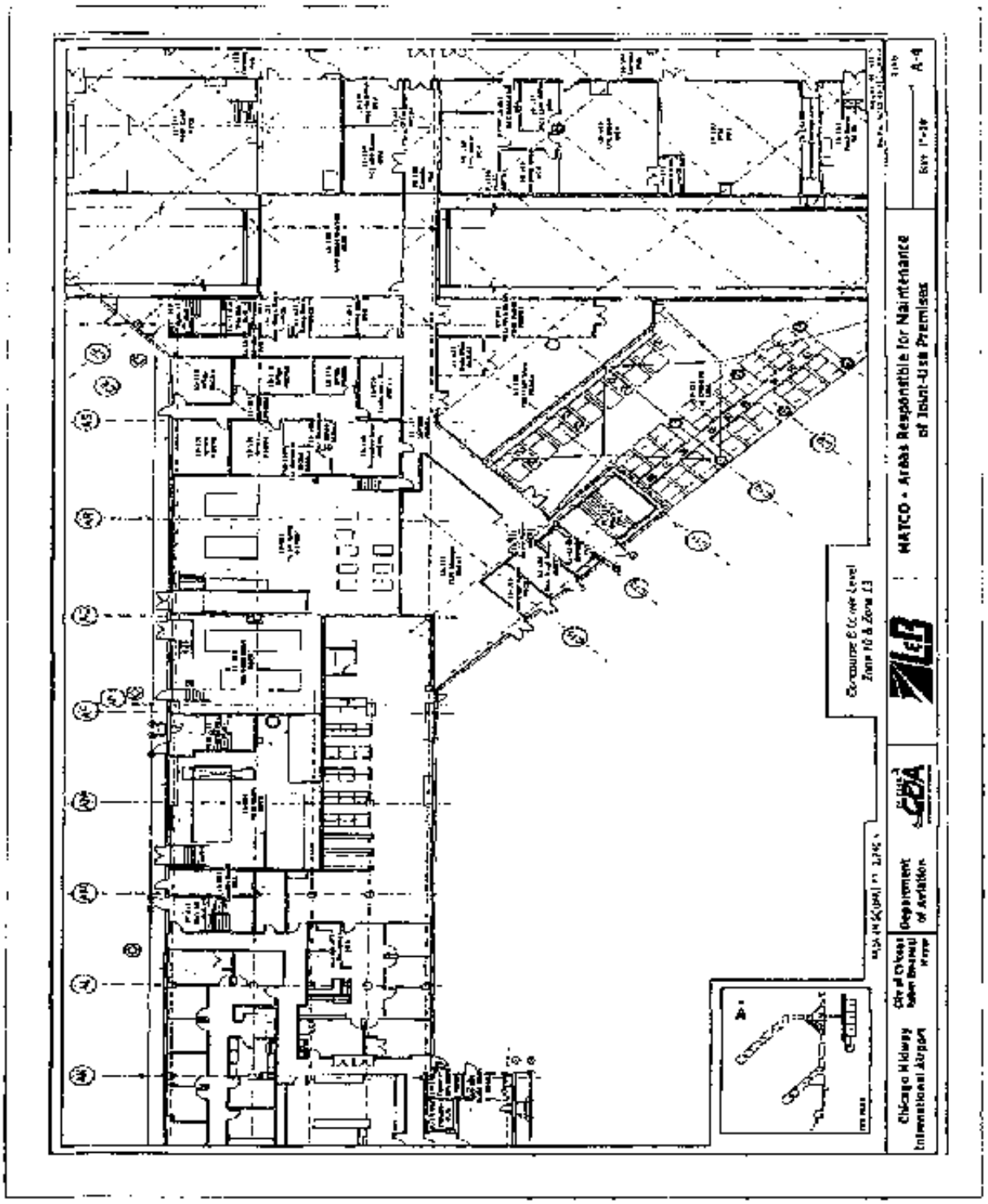
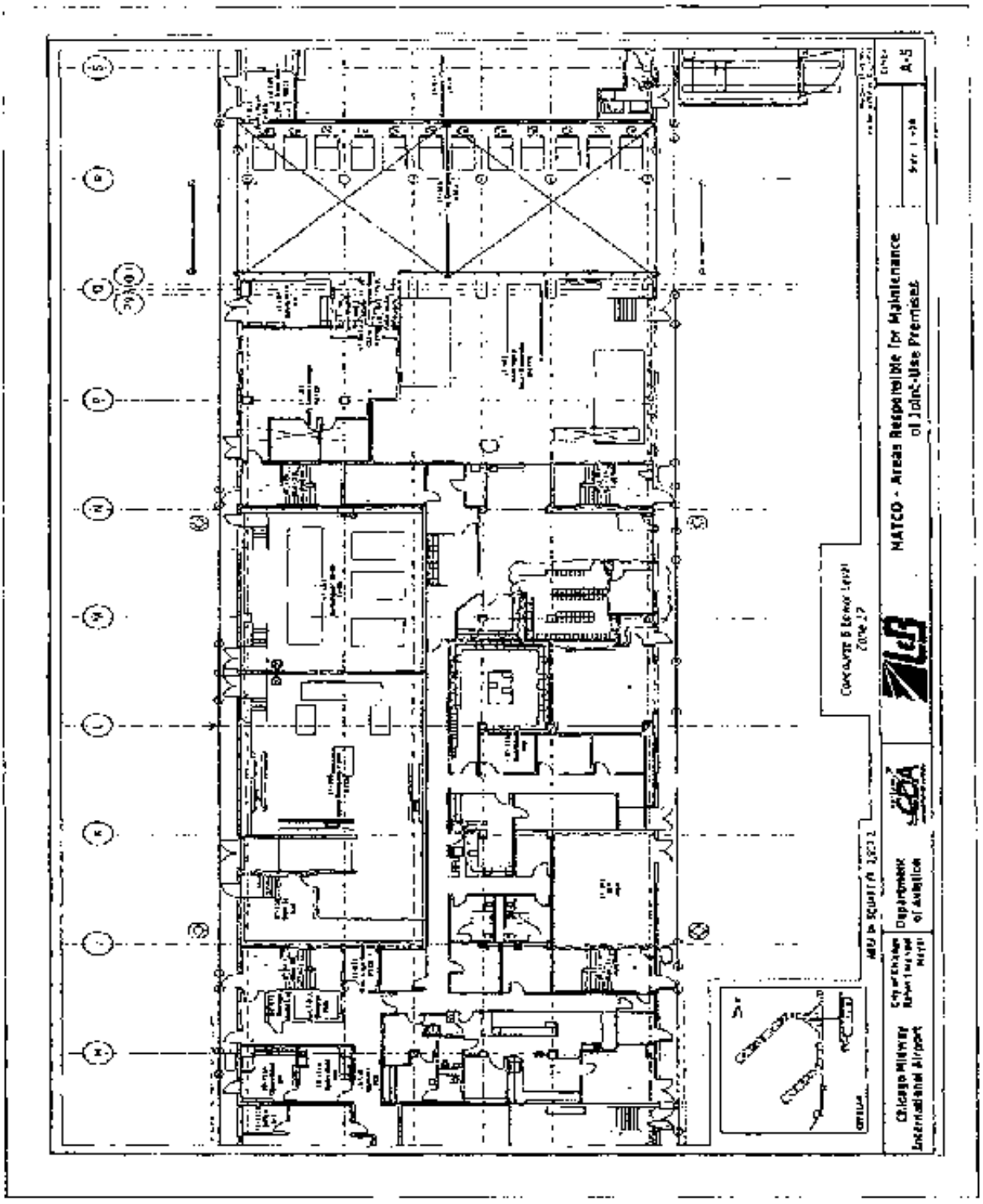
Easements
(Page 6 of 7)



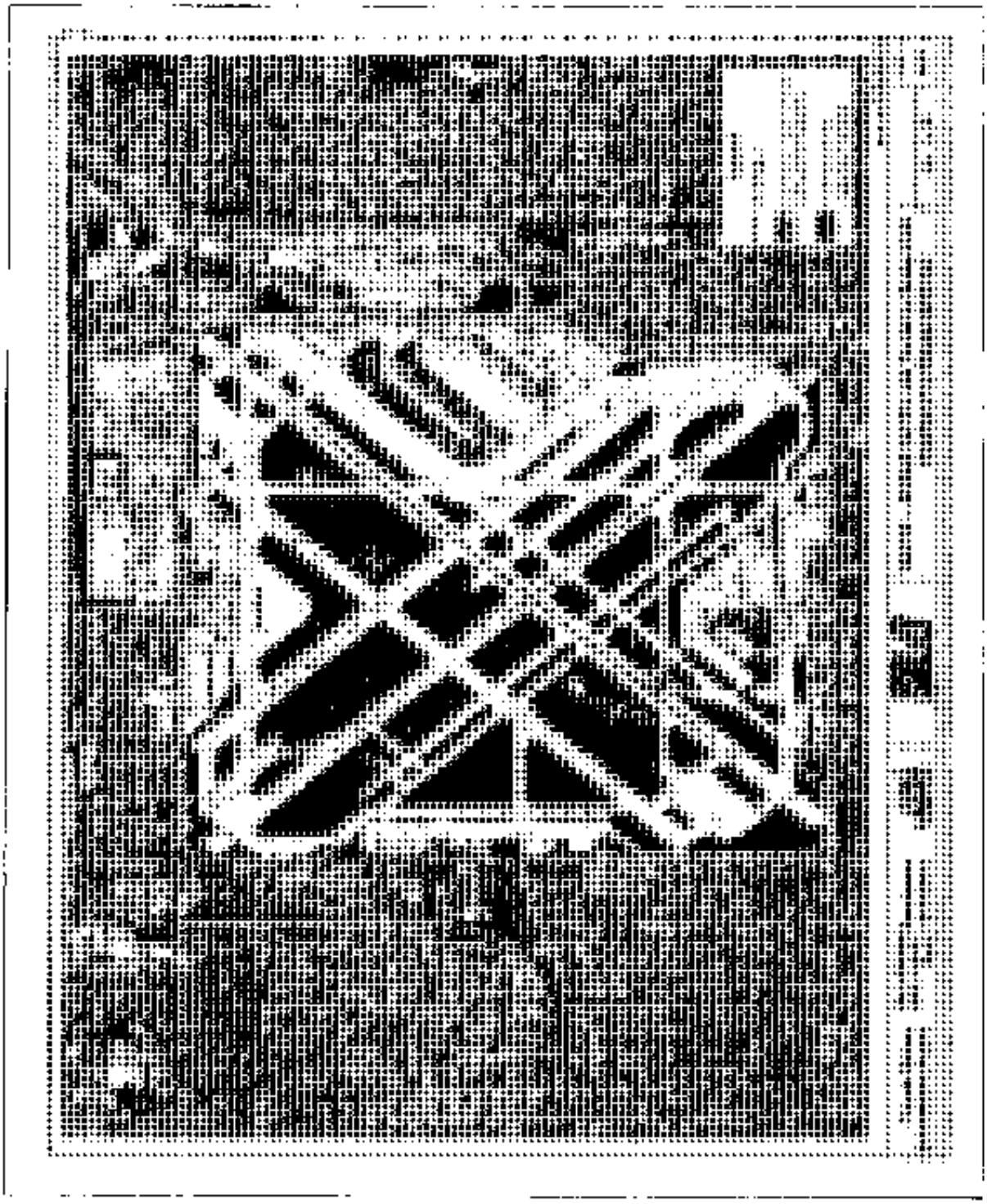
(Sub)Exhibit "A".
(To Agreement With Midway Airlines' Terminal Consortium)

Easements.
(Page 6 of 7)



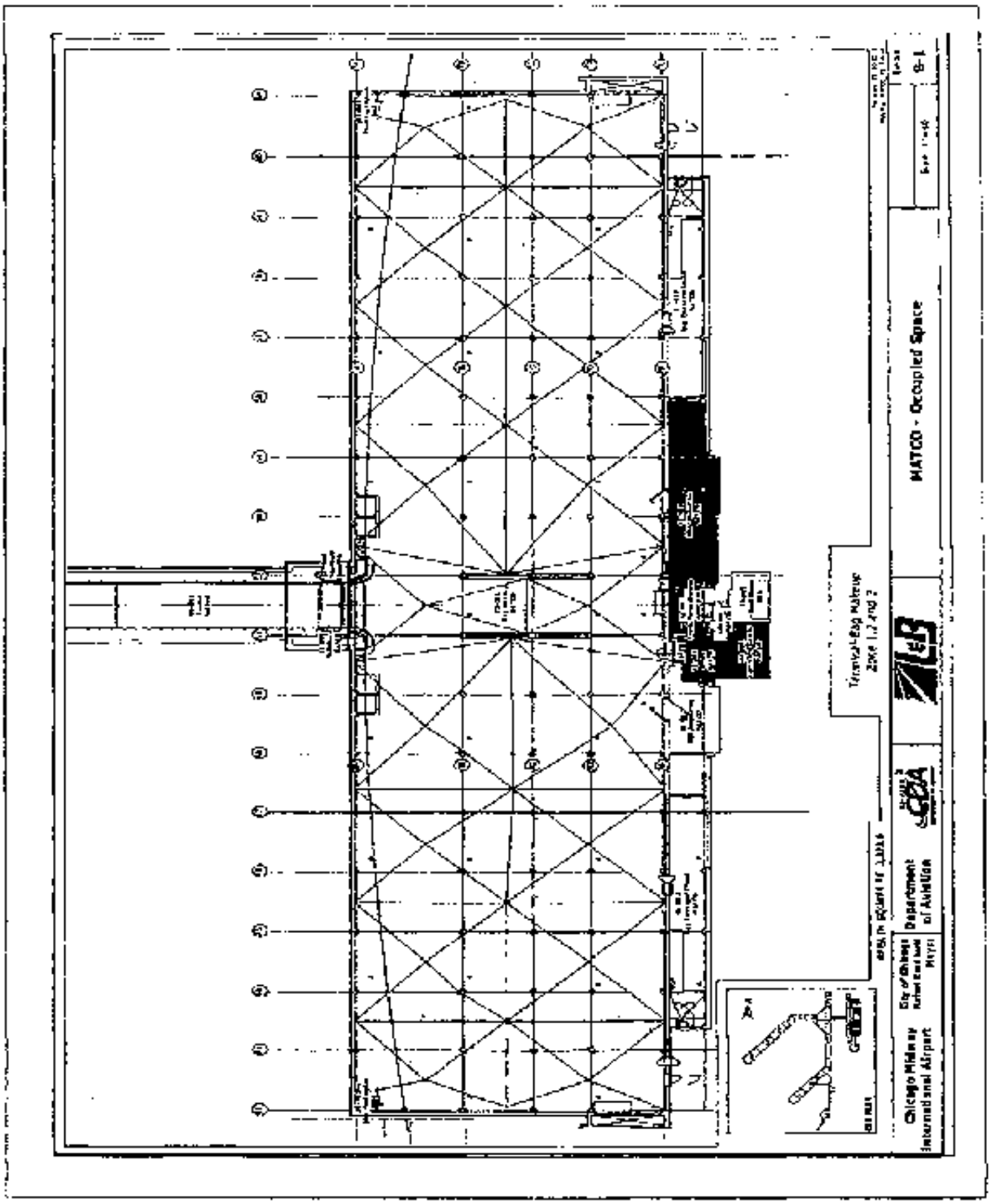
(Sub)Exhibit "A".
(To Agreement With Midway Airlines' Terminal Consortium)

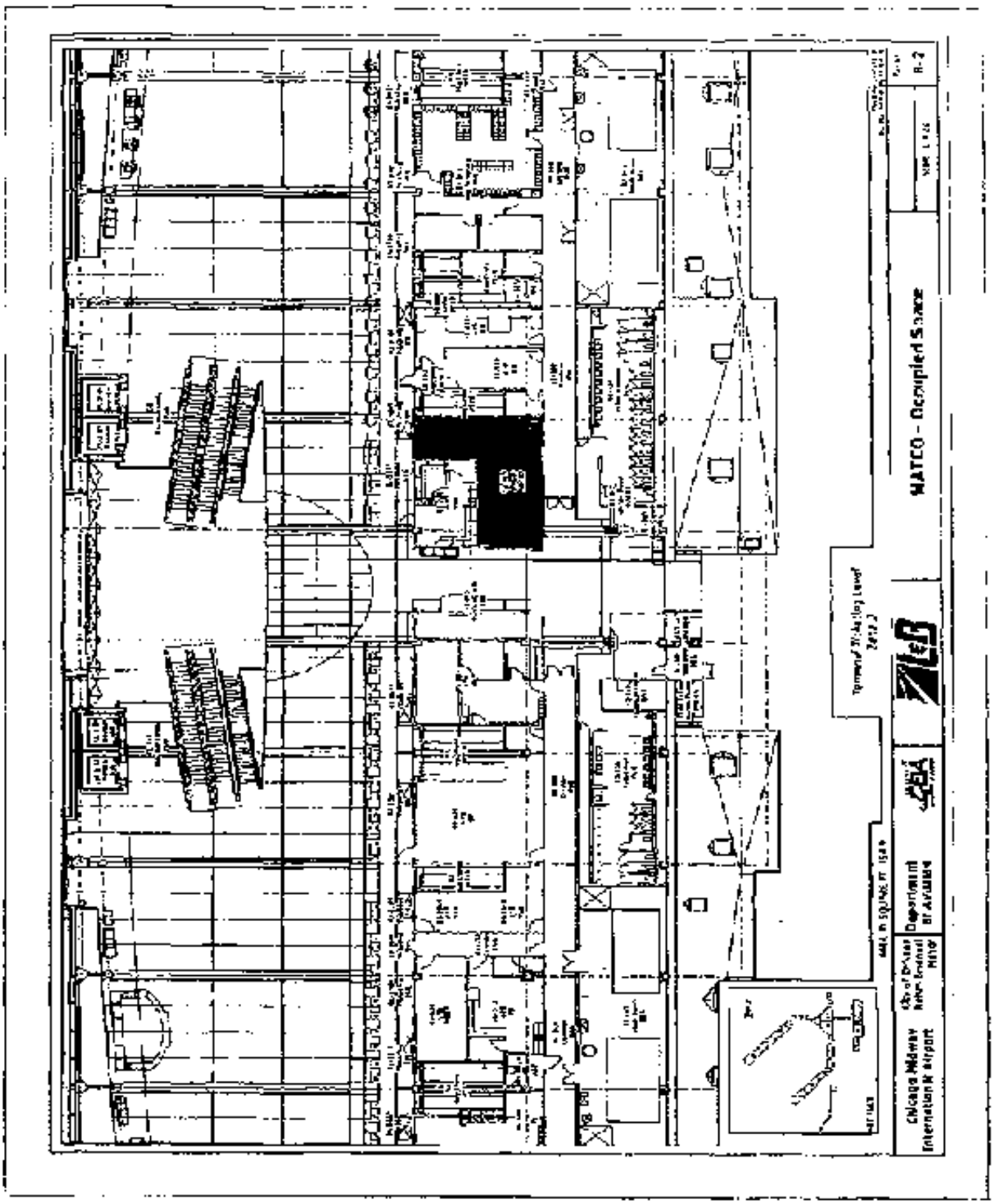
Easements.
(Page 7 of 7)

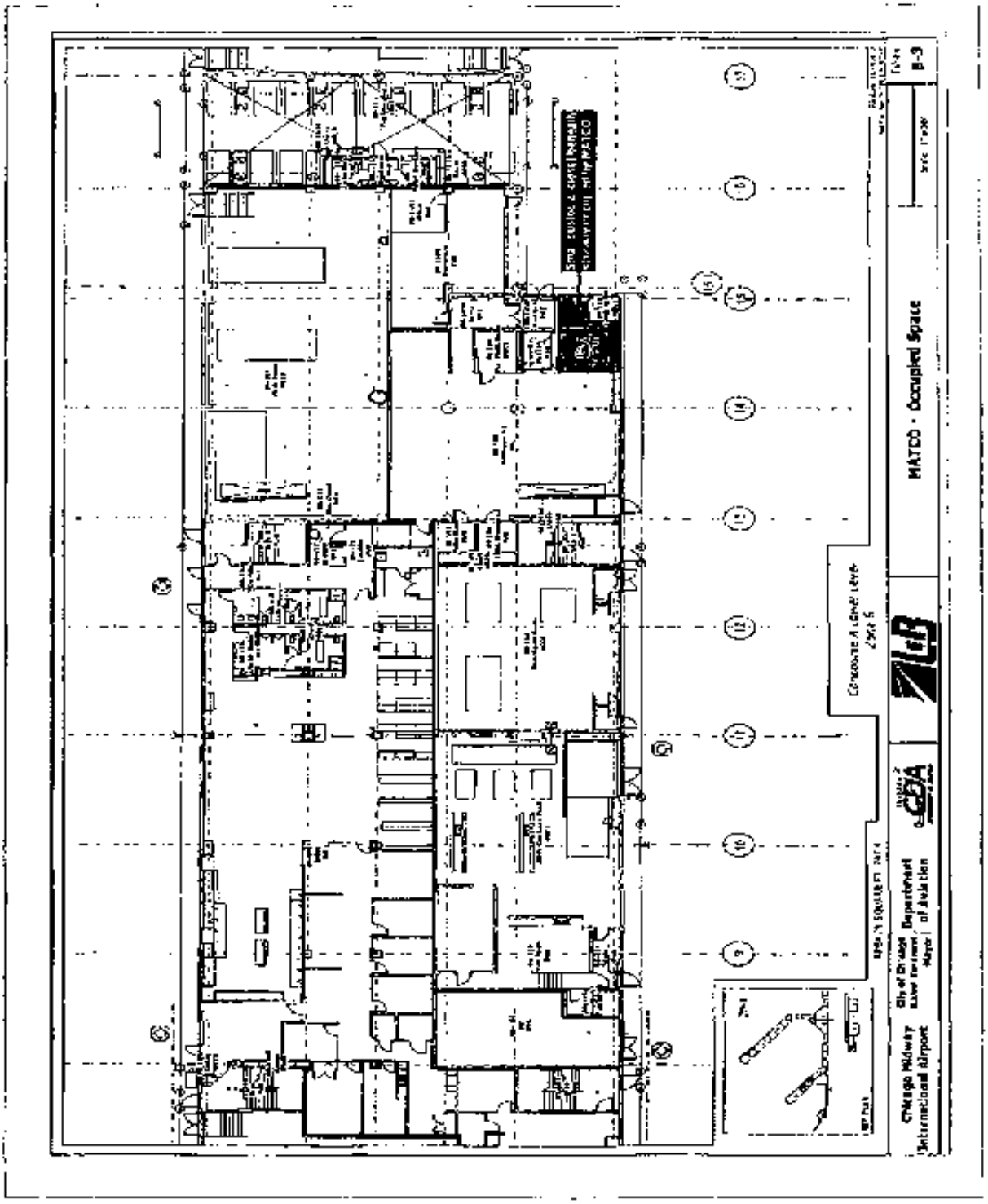


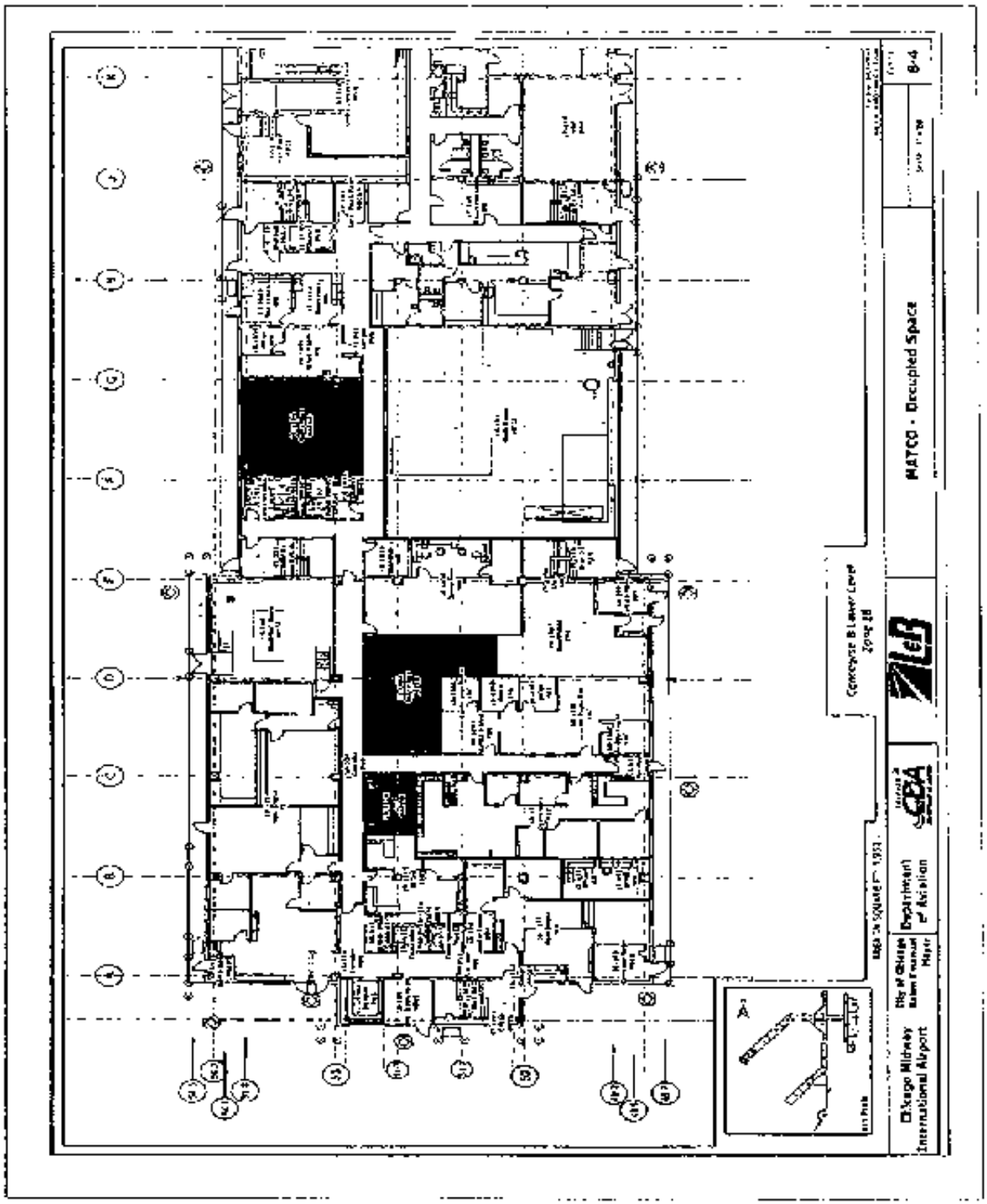
(Sub)Exhibit "B"
(To Agreement With Midway Airlines' Terminal Consortium)

MA / CO Operations Areas.




MATCO - Occupied Space
Chicago Midway International Airport
Department of Aviation


MATCO - Occupied Space
B-3
Chicago Midway International Airport
City of Chicago Department of Aviation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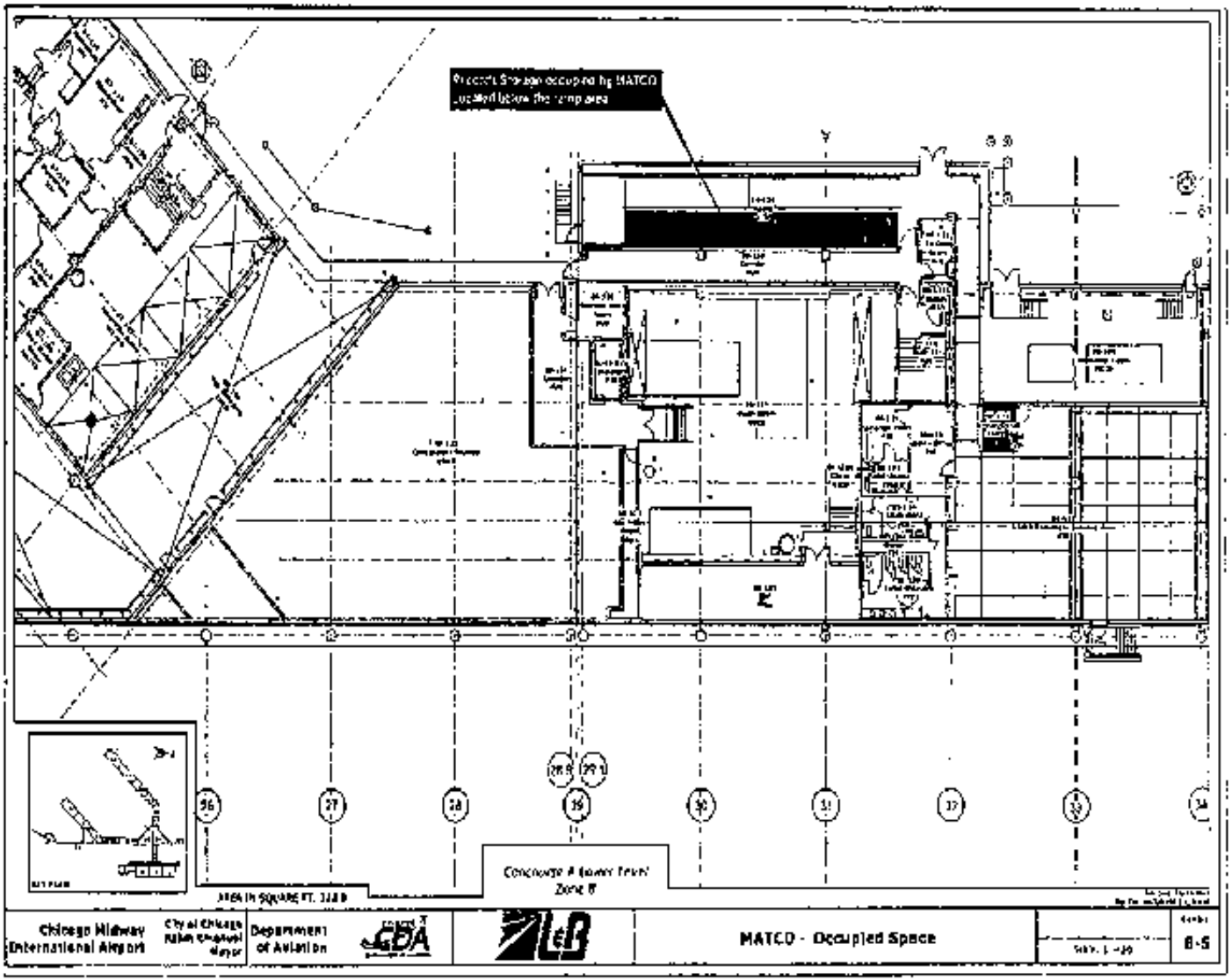
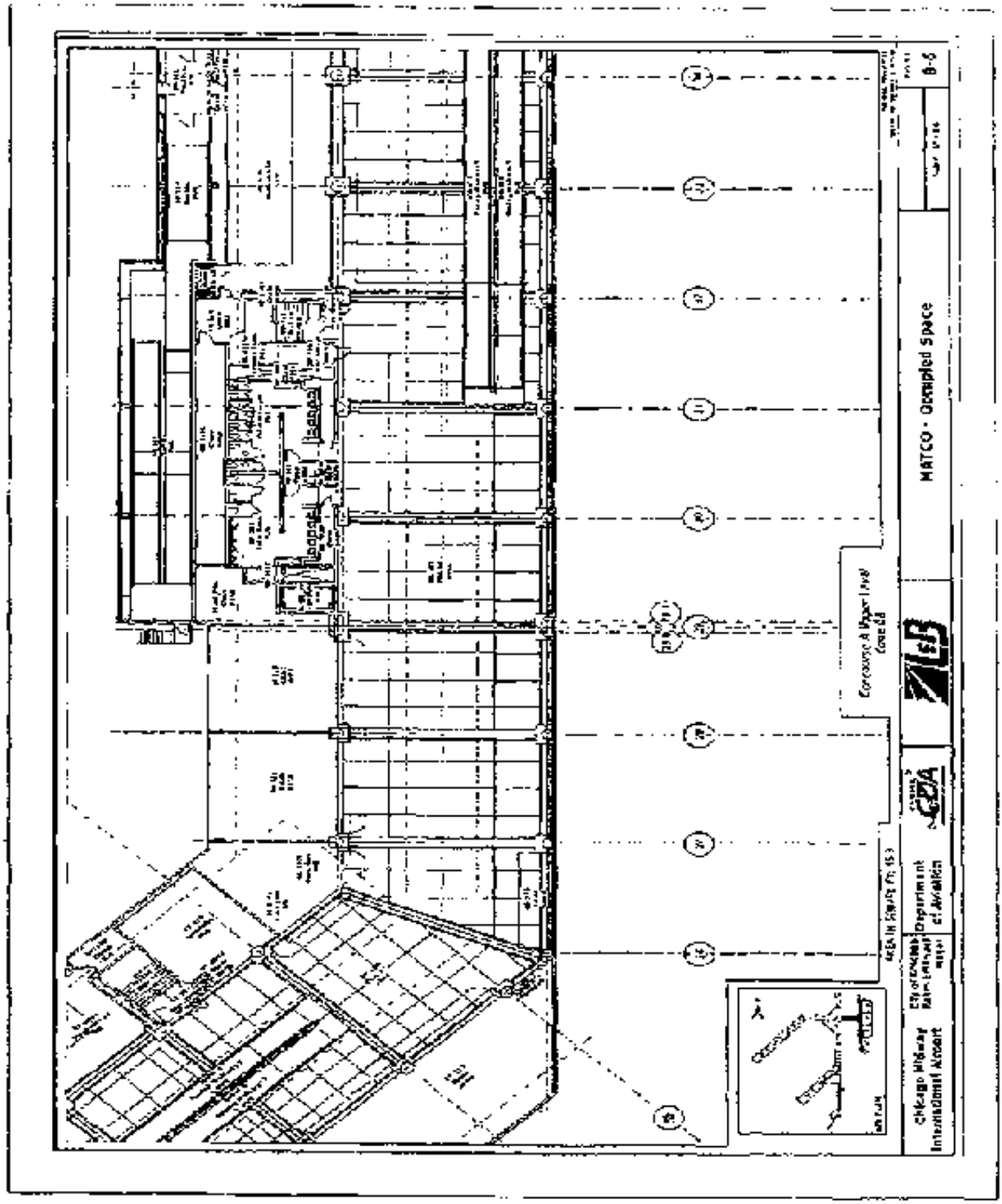
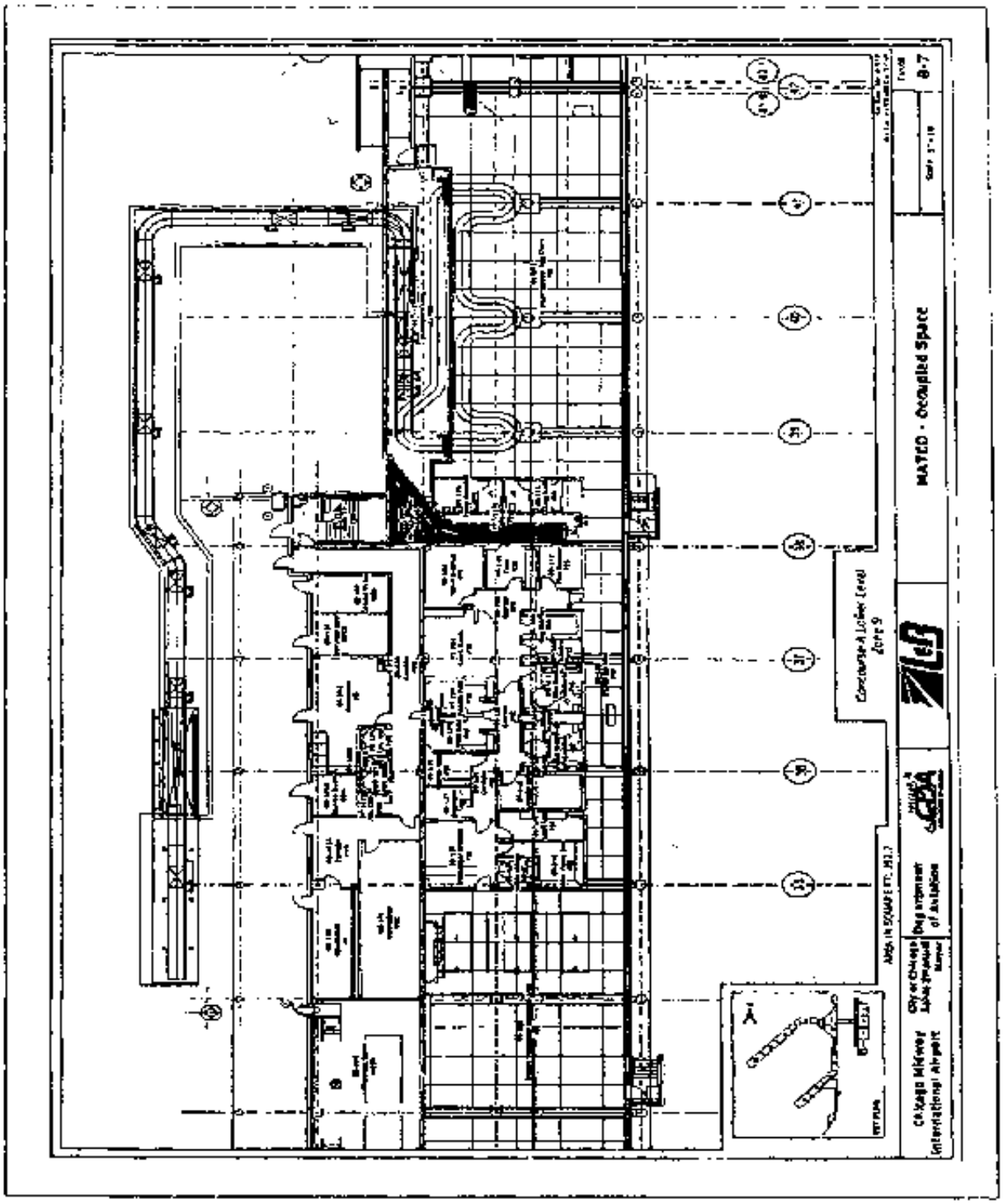
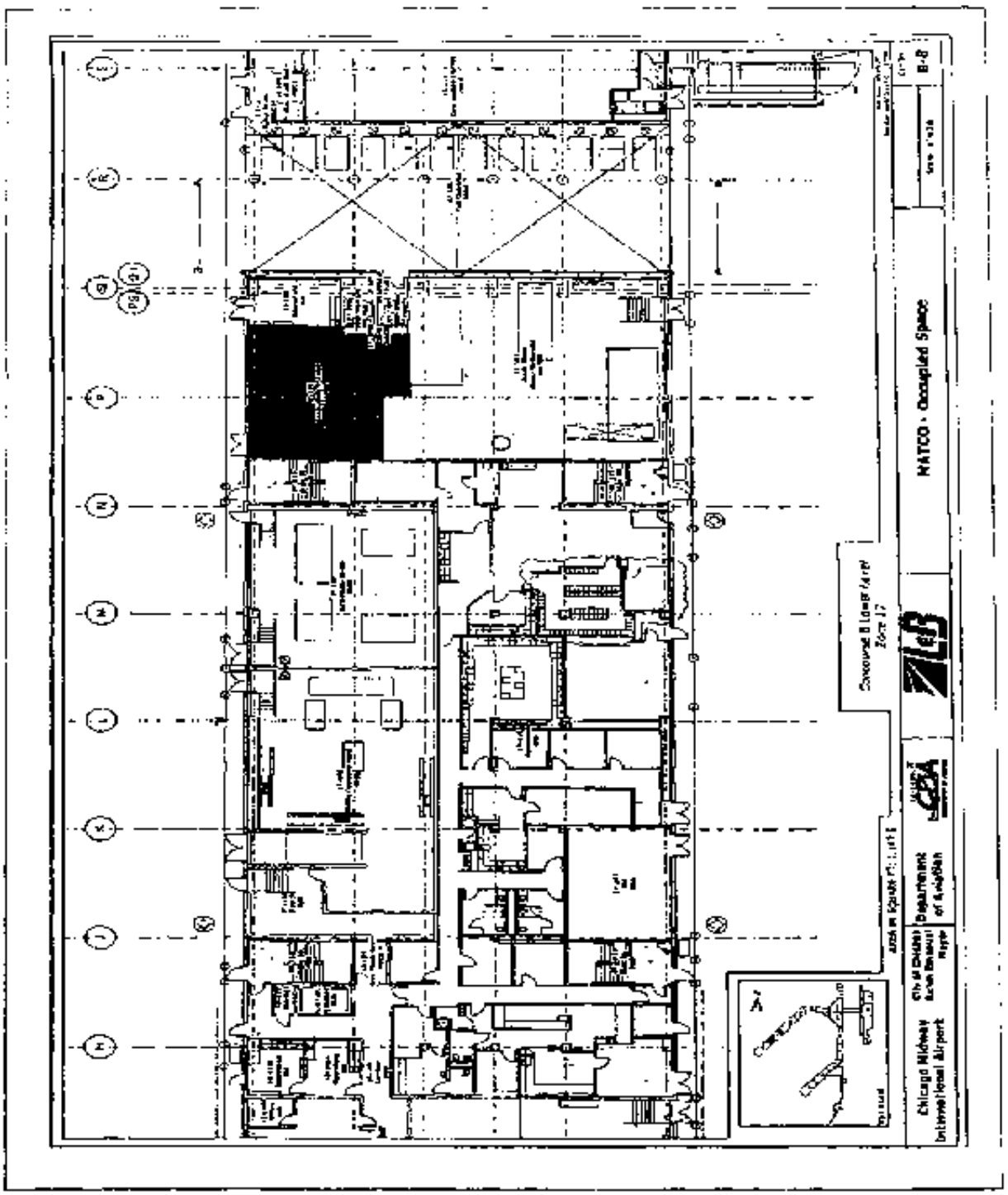
Department of Aviation


Concourse A Lower Level
Zone B
Chicago Midway International Airport
City of Chicago Rahm Emanuel Mayor
Department of Aviation
MATCO - Occupied Space
B-5


MATCO - Occupied Space
B-5
Chicago Midway International Airport
Department of Aviation


HATED - Occupied Space
Chicago Midway International Airport
City of Chicago
Department of Aviation


NATCO - Occupied Space
Chicago Midway International Airport
Department of Aviation

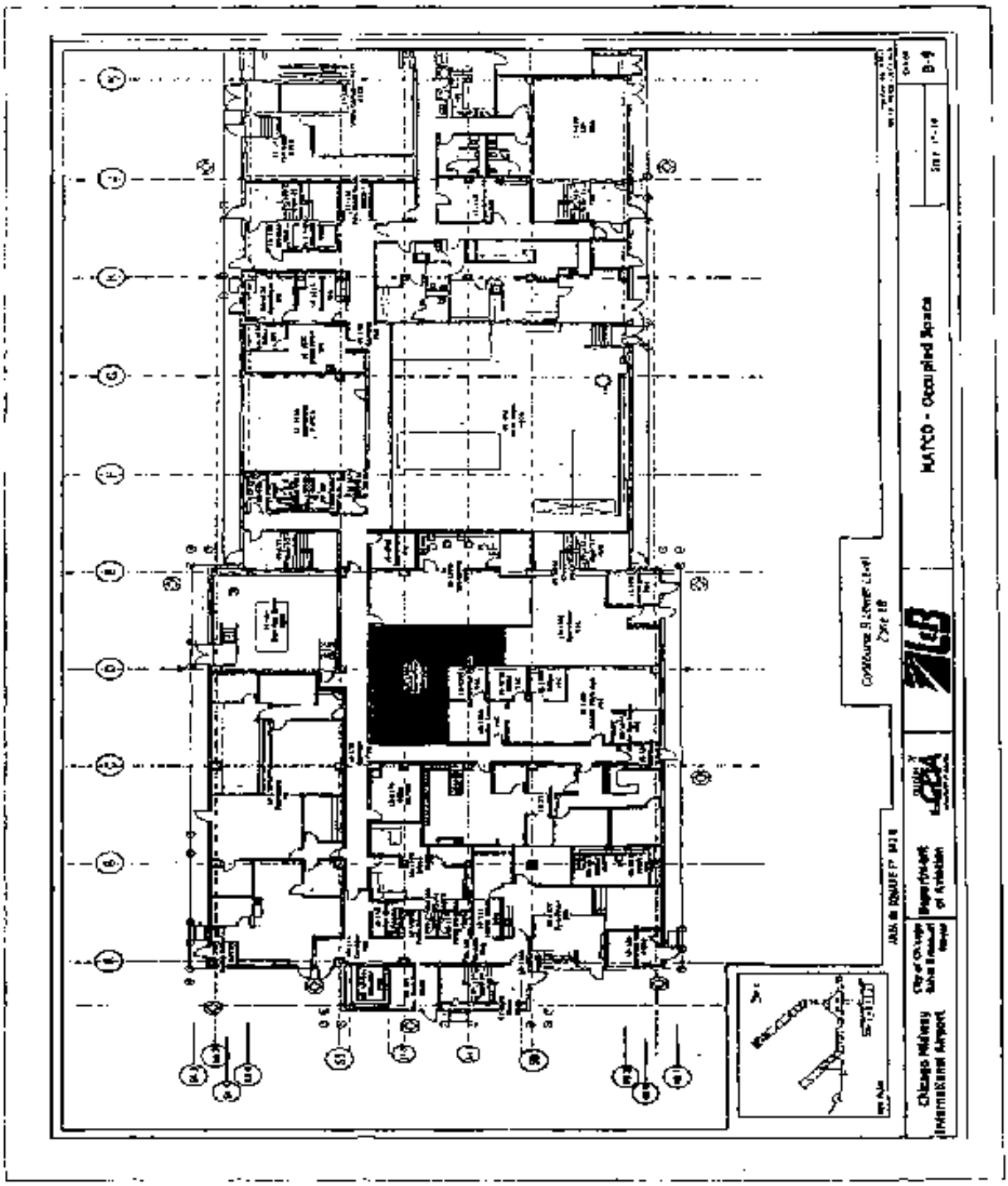

HATCO - Occupied Space
Chicago Midway International Airport
Department of Aviation

Exhibit "C".
(To Ordinance)

Chicago Midway International Airport.

License For Use Of City-Controlled Facilities By Airlines.

This City-controlled facilities license agreement ("License") is made and entered into this _____ day of _____, 20__, ("Effective Date") by and between the City of Chicago, acting through its Chicago Department of Aviation ("City") and _____ ("Airline")

RECITALS

WHEREAS, City operates an airport known as Chicago Midway International Airport ("Airport"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, Airline desires to use certain City-controlled space and/or equipment at the Airport that has not been leased to other parties, more specifically identified on Exhibit 1 which is attached hereto and hereby incorporated by reference ("Facilities"), in order to conduct operations related to its air transportation business at the Airport, and

WHEREAS, City is willing to permit the use of the Facilities, solely for use by Airline for its air transportation business at the Airport, subject to certain terms and conditions set forth in this License,

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows.

Article I Incorporation of Recitals

1.01 Incorporation of Recitals

The recitals set forth above are incorporated by reference as if fully set forth herein

Article II Facilities

2.01 Use of Facilities

City hereby grants, and Airline hereby accepts, a License for the use of the Facilities, subject to the terms and conditions of this License, and to all applicable federal, state, and local laws, regulations, rules, codes, ordinances, and executive orders, solely to conduct operations directly related to its air transportation business and for no other

purpose. The use of the Facilities by the Airline shall be further subject to those policies, procedures and schedules for shared use of Airport facilities established by the Commissioner of the Chicago Department of Aviation ("Commissioner") in her or his sole discretion. This License shall not be construed to grant Airline the right to use the Facilities for any purpose which would have been prohibited under the terms and conditions of the Chicago Midway Airport Use Agreement and Facilities Lease authorized by ordinance passed by the City Council of the City of Chicago on _____ ("Use Agreement"). Unless Exhibit 1 expressly states that this License is exclusive to Airline with respect to any portion of the Facilities, this License is not exclusive and the City may allow other airlines to use the Facilities when not in use by Airline.

2.02 Access

Airline shall have ready and convenient access to the Facilities, subject to the rules, regulations, policies, procedures and schedules of the Airport, including, but not limited to, the security and safety rules of the FAA, the TSA and City. The License is subject to a reservation of rights by City for access to the Facilities for maintenance, repair, and inspection. City shall give Airline reasonable notice prior to its exercise of such right.

2.03 Relocation

If at any time before the termination, by expiration or otherwise, of this License, City desires to relocate Airline to other facilities at the Airport, such relocation shall be at the expense of Airline. City shall give notice to Airline of City's intent to relocate Airline thirty (30) days prior to the effective date of the relocation. Such notice shall include a description of the new facilities and the effective date of such relocation. The terms and conditions of this License shall apply to the new facilities after such relocation and Exhibit 1 hereto may be revised by the City to show the relocated facilities without need for a formal amendment to this License.

2.04 Present Condition of the Facilities

Airline, by the execution of this License, accepts the Facilities in an "as-is" condition. City makes no warranty, either express or implied, as to the condition of the Facilities or that the Facilities will be suitable for Airline's purposes or needs.

2.05 Modifications to Facilities

(a) Subject to the prior written approval of the Commissioner, Airline may, from time to time, install equipment and improvements and modify or expand existing facilities or improvements (collectively, "Work") to that portion of the Facilities to which it has been granted exclusive use, if any. Any such Work in non-exclusive Facilities is further subject to written concurrence by other airlines using those Facilities. Before entering into any contract for such Work, Airline shall first submit to the Commissioner for prior written approval a construction application together with complete plans and specifications of the proposed Work. If requested by the Commissioner, Airline shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the

Commissioner. The approval of the construction application and plans and specifications will not be unreasonably withheld. Airline shall reimburse the Commissioner for the cost of any professional services needed in connection with the review of the construction plan, promptly upon demand thereof.

(b) Airline shall, and shall cause its contractor(s) to, indemnify, hold harmless, and defend City, its officers, agents, and employees against losses (except to the extent such losses are caused by City's own negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of Work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the Work. Airline shall provide, or shall require its contractor(s) to provide, liability insurance covering the foregoing, and naming the City as an additional insured. Airline shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All Work performed by Airline or its contractor(s), including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such Work may be inspected by the Commissioner, or the authorized representative of the Commissioner, at any time. Airline shall reimburse the Commissioner for the reasonable costs of such inspection, promptly upon demand therefor.

(d) Airline shall deliver to the Commissioner "as built" drawings of the Work performed by it and shall keep such drawings current, showing any changes or modifications made in or to the Facilities.

(e) Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen, suppliers, and others for all Work performed and for all materials furnished for or on account of Airline.

(f) Airline shall keep the Facilities and the equipment and improvements situated thereon free and clear of any and all liens in any way arising out of the construction, improvement, or use of the Facilities by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

2.06 Utilities

Airline shall be responsible for payment of all cost of separately metered electricity, natural gas, telephone service, or other utility services in connection with its use of the Facilities.

2.07 Taxes, Licenses, and Permits

Airline shall pay all taxes and obtain all necessary licenses, inspections, permits, certificates or other authorizations needed in connection with its use of the Facilities.

2.08 Operations

Airline shall be responsible for any and all charges incurred in connection with its operations. Airline shall further restore and replace any property of Airport or other airlines using the Facilities damaged as a result of Airline's operations. Airline shall conduct its operations in a clean, sanitary, and safe manner, and shall be responsible for any maintenance which is a result of Airline's operations.

2.09 Non-assignment

This License is personal and is granted solely to Airline and solely for the purposes stated herein. Airline shall not assign this License to any other party without the written consent of the Commissioner. Any attempted assignment without such consent shall be void and without effect as to the City.

Article III. Duration of License

3.01 Duration of License

Airline understands and agrees that the property interest established by this License is a license, and not a lease, as that term is defined by applicable law, and that the License is revocable at will by the Commissioner, with or without cause, provided the Commissioner first gives Airline thirty (30) days written notice in accordance with the terms and conditions hereof. In the event Airline no longer possesses the necessary licenses, permits, or other authorizations in connection with the use of the Facilities, or its air transportation business, the Commissioner may revoke this License upon ten (10) days notice. Unless extended in writing by the Commissioner and Airline, this License will expire upon the third anniversary of the Effective Date.

3.02 Vacation of Facilities

In the event Airline intends to cease operations at the Airport and discontinue use of the Facilities, Airline shall provide City with written notice no less than thirty (30) days prior to its vacation of the Facilities. This License shall terminate upon the expiration of such 30 days; provided, however, that Airline's indemnification obligation shall survive with respect to any claims that arise in connection with its use of the Facilities.

3.03 Return of Facilities

(a) Airline covenants and agrees to yield and deliver peaceably to City possession of the Facilities on the date of the termination, by expiration or otherwise, of this License, promptly and in as good condition as at the issuance of the License, reasonable wear and tear excepted or, if improved, in as good condition as of the completion date of the last improvement made to the Facilities, reasonable wear and tear excepted.

(b) The personal property owned and placed or installed by Airline in, on or about the Facilities shall remain the property of Airline and must be removed on or before the termination, by expiration or otherwise, of the License, at the Airline's sole risk and expense. Any damage to the Airport, the structure, the Facilities, or any fixtures or improvements located therein, resulting from such removal shall be paid for by Airline. Upon the termination, by expiration or otherwise, of this License, Airline shall have thirty (30) days during which to remove such property; provided, however, City shall have the right to assert such lien or liens against said property as City may by law be permitted. So long as any such property remains in the Facilities, Airline's obligation to pay any fees shall continue with respect to the Facilities.

(c) If Airline's property is not removed as herein provided, Airline shall be deemed to have waived its rights, if any, under the Forcible Entry and Detainer Act, 735 ILCS 5/9-101, and City may, at its option, deem such property abandoned and keep such property or, after written notice to Airline and at Airline's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Airline to City, and any balance remaining shall be paid to Airline.

Article IV Payment of License Fees

4.01 Basis of Payment. To the extent that the Facilities include each of the following, Airline shall pay the License fees applicable to each:

(a) Administrative office or ticket counter space. The License fee is calculated by multiplying the amount of square footage comprising such Facilities by 125% of the then current terminal rental rate charged by City to signatory airlines to the Use Agreement. If such Facilities are used on a non-exclusive basis, this fee will be prorated based upon comparative usage by the various airlines using the Facilities

(b) Common use holdrooms, gates and jet bridges. Airline shall pay City a fee for their use based on the current "per turn" rate established by City.

(c) Other City-controlled equipment. Airline shall pay City for the use of any City-controlled equipment (other than jet bridges) located in the Facilities on a cost recovery

basis. The City's calculation of the rates required to recover cost will be based on the projected useful life of the equipment and the estimated usage by the various airlines using the equipment. Airline is responsible for making its own arrangements with MATCO for use of any equipment controlled by MATCO.

4.02 Place of Payment and Late Fees.

(a) All amounts due from Airline hereunder shall be paid to City at the Office of the City's Comptroller – Enterprise Funds or at such other place as may be hereafter designated by the City's Comptroller.

(b) Any amount which is not paid within five (5) days of when due shall bear interest from its due date at a rate of 10% per annum.

(c) Airline shall not abate, suspend, postpone, set off, or discontinue any payments of fees payable hereunder during the term of this License without the express written consent of the Commissioner.

4.03 Security Deposit.

Airline shall provide the City a security deposit equivalent to 60 days of estimated fees. Such security deposit may be in the form of cash or an irrevocable letter of credit.

Article V. Indemnity and Insurance.

5.01 Indemnity.

Airline agrees to indemnify, defend, save, and hold City fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and expert's fees) arising from, related to, or caused by Airline's use of, or occupancy of, the Facilities or operations at the Airport; provided, however, that Airline shall not be liable solely and to the extent that any injury, damage or loss is caused by the gross negligence of City, its agents, officials, or employees.

5.02 Insurance.

Airline agrees to provide insurance coverage equivalent to that required of airlines which are signatories to the Use Agreement.

Article VI. Compliance.

6.01 Compliance with all Laws.

Airline shall observe and comply with, and shall cause its contractor(s) to observe and comply with, and pay all taxes and obtain all licenses, certificates, and other authorizations required by, all applicable Federal, state, county, and municipal laws,

statutes, ordinances and executive orders, including, but not limited to, those set forth below. Airline agrees to make a part of and incorporate into this License, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations required pursuant thereto which may now or hereafter be required by any Federal, state, county, and municipal agency. Further, Airline shall execute, and shall cause its contractor(s) to execute, an Economic Disclosure Statement and Affidavit in the form attached hereto as Exhibit 3.

Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such statute or law; and (iii) all future statutes, laws, regulations, rules, and executive orders pertaining to the same or similar subject matter.

a. **Nondiscrimination**

(1) Federal Requirements

This License involves the use of or access to space on, over or under real property acquired or improved under federal aid programs of the Federal Aviation Administration, and, therefore, involves activity which serves the public. The Airline, for itself, its personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, or (ii) that no person on the ground of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (iii) that Airline shall use the Facilities in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

The Airline further agrees to furnish services in the United States in compliance with Federal law and on a fair and not unjustly discriminatory basis, including prices for each unit of service; provided, that the Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions.

It shall be an unlawful employment practice for Airline (i) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap/disability, or national origin; or (ii) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment

opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap/disability, or national origin.

Airline shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978), Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1981) Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1981), Americans with Disabilities Act, 42 U.S.C.; and 41 C.F.R. Part 60 et seq. (1990).

(2) State Requirements

Airline shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Airline shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq., as amended.

(3) Municipal Code Requirements

Airline shall comply with the Chicago Human Rights Ordinance, ch. 2-160, section 2-160-010 et seq. of the Chicago Municipal Code, as amended. Further, Airline shall furnish and shall cause its contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(b) Ethics

Airline warrants that no officer, agent or employee of City is employed by Airline or has a financial interest directly or indirectly in this License or the compensation to be paid hereunder, except as may be permitted in writing by the Board of Ethics established pursuant to be the Municipal Code of Chicago (Chapter 2-156); and that no payment, gratuity or offer of employment shall be made in connection with this License by or on behalf of any contractor or anyone associated therewith, as an inducement for the award of a subcontract or order; and Airline further acknowledges that any contract entered into, negotiated, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

(c) Ineligibility

Airline warrants that Airline and, to the best of its knowledge, its contractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in concection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11 42 1 1

(d) Inspector General

Airline shall cooperate, and shall cause its contractors to cooperate, with the Inspector General and the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2 56 or Chapter 2-55 of the Municipal Code of Chicago

(e) MacBride Ordinance

City, 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 Chicago, if Airline conducts any business operations in Northern Ireland, it is hereby required that Airline shall 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)

(f) Anti-Scofflaw

(1) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under the License or permitted at law or in equity, the City shall be entitled to set off a portion of any amounts due Airline hereunder in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Airline to the City For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired

(2) Notwithstanding the provisions of subsection 1 above, no such Debt or outstanding parking violation complaint shall be offset from the compensation hereunder if one or more of the following conditions are met:

(i) Airline has entered into an agreement with the Department of Revenue, or other appropriate department for the payment of all outstanding parking violation complaints and/or debts owed to the City and Airline is in compliance with the agreement, or

(ii) Airline is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(iii) Airline has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy

(g) Security Act

This License is expressly subject to the laws pertaining to airport security codified at 49 USC Chapter 449, the provisions of which are hereby incorporated by reference, and all rules and regulations promulgated thereunder ("Security Laws"). In the event that Airline, or any individual employed by Airline, has (i) unescorted access to aircraft located on or at the City's airports, (ii) unescorted access to secured areas, or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, Airline shall be subject to, and further shall conduct with respect to its contractor(s) and the respective employees of each, such employment investigations, including criminal history record checks, as the FAA, the TSA and the City may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Security Laws, Airline shall promptly report any information in accordance with those regulations promulgated by the FAA or TSA. Finally, in the event of any construction, reconstruction, demolition or alteration of the Facilities the Airline shall cause such work to be performed in compliance with those guidelines developed by the FAA, the TSA and the City with the objective of maximum security enhancement.

6.02 Compliance with all Rules and Regulations

(a) Airline shall obey all Airport rules and regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport rules and regulations must not be inconsistent with the rules and regulations or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days prior written notice of the adoption thereof

(b) Upon written request of Airline, City shall supply Airline with a copy of City's current Airport rules and regulations.

(c) Nothing herein shall be construed to prevent Airline from contesting in good faith any Airport rule or regulation without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

6.03 Nondisturbance.

Any operations by Airline or its contractor(s) shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, create a hazard, or be offensive to others at the Airport, or interfere with other projects on, or the operations of, the Airport, both landside and airside. Airline shall promptly comply, and shall cause its contractor(s) to comply, with any request from the Commissioner to correct demeanor or conduct. In the event Airline or its contractor(s) fails to so comply, Commissioner shall have the right to stop any or all operations being performed, until such compliance is achieved, without terminating this License. City shall not be responsible for any expense resulting from such stopping.

Article VII. Notices.

7.01 Notices.

Any notice required pursuant to this License shall be mailed, telexed, telecopied or personally delivered to the respective parties at the following address:

IF TO CITY: Commissioner
Department of Aviation
Chicago O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666

IF TO AIRLINE:

Except as otherwise expressly provided hereunder, any notice or communication under this License shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by telex or telecopy, the earlier of (i) actual receipt by addressee and (ii) twenty-four (24) hours after confirmation of transmission.

Article VIII. General Conditions.

8.01 Applicable Law.

This License shall be deemed to have been granted in, and shall be construed in accordance with, the laws of the State of Illinois

8.02 Severability

If any provisions of this License 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 circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this License shall not effect the remaining portions of this License or any part thereof.

8.03 Amendments

No changes, amendments, modifications, or discharge of this License, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Airline and by the Commissioner or his respective successors and assigns.

8.04 No Personal Liability

No official, employee, or agent of the City shall be charged personally by Airline, its officials, employees, agents, or contractors with any liability or expenses of defense or be held personally liable to them under any term or provision of this License, or because of the City's execution or attempted execution.

8.05 Subordination

This License shall be subordinate to any and all (i) agreements between the City and the FAA or TSA and (ii) the Use Agreement. The Airline agrees that it shall not cause the City to violate any obligations of the City to the Federal government in connection with the granting of Federal funds, or in connection with its operation of the Airport.

8.06 Entire Agreement

This License, 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 License that are not expressly addressed herein and therein.

Article IX Authority

9.01 City's Authority

This License is issued pursuant to an ordinance approved by City Council on _____, 2012. Nothing contained in this License shall be construed to grant or authorize the granting of an exclusive right to conduct an Air Transportation Business as prohibited

by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant others the privileges and rights of conducting any or all activities of an aeronautical nature

9.02 Airline's Authority

Execution of this License by Airline is authorized by corporate resolution or by-law, and the signature of each person signing on behalf of Airline have been made with complete and full authority to commit Airline to all terms and conditions of this License, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein or as may be required by the terms and conditions hereof.

9.03 Airline Airport License and Agreement

Airline shall execute and comply with an "Airline Landing License" as a condition precedent to the granting of this License

IN WITNESS WHEREOF, the parties have caused this License to be executed on the date first written above

City:

By: _____
Commissioner
Chicago Department of Aviation

Approved as to form and legality:

Assistant Corporation Counsel

Airline

By: _____

Name: _____

Title: _____

Attest

By: _____

Name: _____

Title: _____

Airline's Agent for Service of Process in Illinois:

_____

_____

_____

_____

Exhibit "D".
(To Ordinance)

Chicago Midway International Airport.

Landing License.

This Landing License ("License") is entered into this ___ day of _____ 20__, between the City of Chicago, a municipal corporation and a home rule unit of local government under Sections 1 and 6 (a), respectively, of Article VII of the 1970 Constitution of the State of Illinois ("City"), acting through its Chicago Department of Aviation ("CDA") and _____, a corporation duly organized and existing under the laws of the _____ ("Airline").

In consideration of the mutual promises and covenants set forth herein, City and Airline agree as follows:

1. **Airport Use.** Subject to the terms and conditions set forth herein, City grants to Airline a nonexclusive right to use the runways and taxiways of Chicago Midway International Airport ("Airport") solely for the landing, taking off, flying over, taxiing, loading, and unloading of aircraft operated by Airline, and any functions incidental thereto. In furtherance thereof, Airline may be permitted to use such apron and ramp areas for loading and unloading as may be designated by the Commissioner of the CDA ("Commissioner"). This License shall not enlarge or diminish Airline's rights regarding any use of other airport facilities to which it may be entitled by virtue of other contractual relationships. If Airline has not executed a separate License for Use of City-controlled Facilities or is not a sub-tenant of an airline that is signatory to the Airport Use Agreement, Airline shall pay the then-current "per turn" rates and charges for the use of City-controlled Facilities.

2. **Term.** The term of the License shall be for one calendar month, commencing on _____, and continuing for additional periods of one (1) calendar month each, not to exceed a total of three (3) years. The License is revocable at will by the Commissioner, with or without cause, provided the Commissioner first gives Airline thirty (30) days written notice in accordance with the terms and conditions hereof. Airline shall provide City with written notice no less than thirty (30) days prior to discontinuance of operations at the Airport.

3. **Fees and Charges.** In return for the use of the AOA and for the privileges granted herein, Airline agrees to pay City the then-current landing fee at the Airport and such other fees and charges at the Airport as may be applicable, without deduction or set off.

   No additional charges shall be assessed in the event Airline's aircraft departs from the Airport for another destination, and the aircraft, without making a stop at some

other airport, is forced to return to and land at the Airport because of meteorological conditions, mechanical or operating causes, or for any similar emergency or precautionary reason.

4. **Monthly Activity Report.** Airline shall furnish to City on or before the 10th day of each month, in such form and detail as may be requested by the Commissioner, a true and accurate report of Airline's operations at the Airport during the preceding month, setting forth all data necessary to calculate the fees and charges due and owing the City. This report shall include, but shall not necessarily be limited to, Airline's total number of landings for the month by type of aircraft; the maximum gross certified landing weight of each aircraft; the total number of enplaning and deplaning passengers; and the amount of cargo, freight, and mail loaded and unloaded for such month. Airline shall certify the report and send it to the Commissioner in care of the Department of Aviation Finance Department, Chicago O'Hare International Airport, Aviation Administration Building, 10510 Zemke Road, Chicago IL 60666.

5. **Method Payment of Fees and Charges.** Following receipt of the monthly activity report, City shall transmit to Airline a statement of the fees and charges incurred by Airline during the reported month and the fees and charges shall be paid by Airline no more than fifteen (15) days after the date of the statement. Notwithstanding acceptance by City of any payment made by Airline, City shall have the right to question the accuracy of Airline's monthly activity report, and to audit Airline's records upon which such reports were based. Airline agrees to maintain original copies of all such reports and records sufficient to substantiate their accuracy for a minimum of three (3) years from the date of creation and to make them readily available at the Department of Aviation Finance, upon reasonable demand therefore by City.

   If Airline fails to furnish City with the monthly activity report when due, Airline's landing fee shall be determined by assuming that the Airline's total landed weight for such month was 200% of its total landed weight for the highest reported month for which such data is available for Airline. Any necessary adjustment in such landing fee shall not be calculated by City until an accurate report is delivered to City by Airline. Resulting surpluses or deficits shall be applied as credits or charges to the statement issued for the next succeeding month.

   Airline shall make all payments when due at the Office of the City Comptroller, Room 420, 333 S. State, Chicago, IL 60604-3976, or at such other place as may be designated by the Office of the City Comptroller.

6. **Rules and Regulations.** Airline shall comply with all applicable Federal, State, and local government laws, rules and regulations, including without limitation the rules, regulations, and ordinances of City, which are now or hereafter in effect.

7. **Indemnification.** Airline agrees to indemnify, defend, save, and hold City fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and expert's fees) arising from, related to, or caused by Airline's use of, or occupancy of, or operations at the Airport; provided, however, that Airline shall not be liable solely and to the extent any injury, damage or loss is caused by the gross negligence of City, its agents, officials, or employees.

8. **Non-Liability of City.** City shall not be liable for any acts or omissions of Airline, or its agents, servants, officials, employees, or independent contractors; or for any conditions resulting from the operations or activities of Airline, its agents, servants, employees, officials, or independent contractors; or for any loss or damage to any personal property or equipment of Airline, its agents, servants, employees, officials, or independent contractors.

9. **Insurance.** Airline shall, at its own expense, procure and keep in force at all times during the term of this License, or any renewal thereof, with a company acceptable to City, insurance with such coverages and limits as may be reasonably directed by the City's Risk Manager, but in no event less than that required by the guidelines issued by the Airport Council International ("ACI"). Airline shall cause City to be named as an additional insured on all such policies and shall furnish City's Risk Manager with proper certificate evidencing that such insurance is in force. At least thirty (30) days notice must be given to City prior to cancellation of or change in insurance coverage. City reserves the right to change the insurance requirements during the term of the License.

10. **Security.** Concurrent with the execution of this License, Airline shall deposit with the Comptroller of the City of Chicago ("Comptroller") security in such form and amount as may be reasonably requested by City to guarantee Airline's performance of its obligations hereunder.

11. **Delinquent Fees.** There shall be added to all sums due City by way of this License an interest charge of 1½% of the principal sum for each full calendar month of delinquency, or 18% per annum, computed as simple interest. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is thirty (30) days overdue, but interest shall be computed and assessed as of the original due date.

12. **Non-Discrimination Clause.** Airline for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree:

    (a) That no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities.

(b) That in the construction of any improvements on, over, or under such facilities and the furnishing of services thereon, no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(c) That Airline shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 21, Subtitle A, Nondiscrimination in Federally assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended.

(d) That Airline shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers.

13. **Not Exclusive Right.** It is hereby agreed that nothing herein contained shall be construed to grant, or authorize the granting of, an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

14. **Notices.** Notices shall be in writing and shall be delivered personally or by registered mail, return receipt requested, to the following:

City:

Commissioner
Department of Aviation
Chicago O'Hare International Airport
Aviation Administration Building
10510 Zemke Road
Chicago, IL 60666

Airline:

or such other place as either party shall in writing designate in the manner provided herein. Notices delivered personally shall be effective upon receipt. Notices delivered by mail shall be effective upon date of mailing.

15. **Operations.** Airline shall be responsible for any and all charges incurred in connection with its operations under this License. Airline shall further restore and replace any property damaged as a result of Airline's operations. Airline shall conduct its operations in a clean, sanitary, and safe manner, and be responsible for any maintenance which is a result of Airline's operations.

16. **Not Assignable.** This License is personal and is granted solely to the Airline identified herein and shall not be assigned to or assumed by any other party.

17. **Certifications.** Airline shall provide City with such proof that Airline is a validly licensed and certified aircraft operator, that Airline is authorized to do business and is in good standing in Illinois, and that Airline is fiscally sound, all as may be reasonably requested by City. Airline shall further complete such certificates as may be reasonably be requested by City in connection with the execution of public contracts or as may be required by law.

18. **Authority.** Execution by City is authorized by ordinance passed by the City Council of the City of Chicago on _____ 2012 (C.J.P., p.). Execution by Airline is authorized by _____.

19. **Applicable Law.** This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

20. **Prior Agreements.** This Agreement shall supersede all prior agreements between City and Airline.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the date first written above

Approved:

CITY

_____
Commissioner
Chicago Department of Aviation

APPROVED AS TO FORM AND LEGALITY

_____
Assistant Corporation Counsel

AIRLINE

By:_____

Title:_____

Agent in Illinois for Service of Notice or Process:

Name:_____

Address:_____

_____

_____

ATTEST:

_____

By:_____

Title:_____

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF SECTION 2-68-030 OF MUNICIPAL CODE RELATING TO DATA SHARING AGREEMENTS.

[O2012-5904]

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

CHICAGO, October 3, 2012.

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 Chapter 2-68 of the Municipal Code of Chicago relating to data sharing agreements, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 2-68-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-68-030 Chief Information Officer -- Powers And Duties.

The chief information officer shall have the following duties and responsibilities:

(Omitted text is not affected by this ordinance.)

(i) to enter into agreements with the Illinois Secretary of State in order to access, use or share data useful or necessary to the carrying out of City functions. The chief information officer may enter into such agreements, which may include provisions providing indemnification, directly or through a designee, which may include a designee of another city department if the information at issue directly impacts that other department. The chief information officer or his designee is further authorized to execute such other instruments and to perform such acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto.

(j) to enter into agreements regarding: (i) access to, or use or sharing of city or third-party data, (ii) cooperative development and ownership of intellectual property, or (iii) incorporating city data or other intellectual property into cooperative work created pursuant to an agreement authorized under this paragraph (j). Any agreement authorized under this paragraph (j) shall not include the expenditure of city funds, but may include provisions providing indemnification. The chief information officer shall provide a quarterly written report to the chairman of the committee on the budget and government operations summarizing, and attaching the text of, any agreements entered into pursuant to this subsection (j) for the preceding calendar quarter.

SECTION 2. This ordinance shall take effect upon passage and approval.

AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE BY ADDING NEW SECTION 535 TO ESTABLISH MENTORING PROGRAM.

[O2012-5865]

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

CHICAGO, October 3, 2012.

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 Chapter 2-92 of the Municipal Code of Chicago necessary to establish a minority- and women-owned (MBE/WBE) mentoring 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 2-92 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-92-535, as follows:

2-92-535 Mentoring Program.

(a) The chief procurement officer is authorized to establish a program (for purposes of this section, "mentoring program") whereby a prime contractor may receive up to 5 percent

additional credit, as calculated in accordance with subsection (b) of this section, applicable to meet the MBE and WBE participation requirements or goals set forth pursuant to this chapter, if the contractor complies with all of the following requirements:

(1) The prime contractor has entered into a written mentor-protégé agreement approved by the chief procurement officer (for purposes of this section, "mentor agreement") with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises;

(2) The MBEs or WBEs, or combination thereof, that have entered into the mentor agreement have self-performed at least 1 percent of the value of the contract awarded to the prime contractor; and

(3) The prime contractor has complied with, as determined by the chief procurement officer, the terms of the mentor agreement.

(b) The prime contractor shall be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of the contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. The additional credit shall be calculated based on the value of the contract in which the credit has been received, and may only be applied to meet the MBE or WBE, as applicable, participation requirements or goals set forth pursuant to this chapter in the same contract.

(c) The chief procurement officer shall have power to enter into service and reimbursement agreements with associations of MBEs and WBEs, minority or women community organizations, minority or women contractors' groups, local, state and federal minority or women business assistance offices, and other organizations that provide assistance in the recruitment and placement of MBEs or WBEs, pertaining to the provision of training and related assistance to current or prospective MBEs and WBEs.

(d) The chief procurement officer is authorized to adopt rules and regulations for the proper administration and enforcement of this section, including regulations governing mentor agreements.

SECTION 2. This ordinance shall take effect upon passage and approval.

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2012 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925.

[SO2012-5859]

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

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the year 2012 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state, public and/or private agencies, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, and 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2012 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and

federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The City through its Department of Cultural Affairs and Special Events has been awarded private grant funds in the amount of $5,000 by the Graham Foundation which shall be used for the Advanced Studies in Fine Arts Program; and

WHEREAS, The City, through its Department of Public Health ("Health") has been awarded federal grant funds in the amount of $1,034,000 by the United States Department of Health and Human Services,Centers for Disease Control and Prevention which shall be used for the Immunization Capacity Building Assistance Program; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of $172,000 from the Illinois Department of Human Services which shall be used for the Women, Infants and Children Nutrition Program; and

WHEREAS, The City through its Department of Police has been awarded federal grant funds in the amount of $480,000 by the Illinois Criminal Justice Information Authority which shall be used for the Ballistics Lab Program; and

WHEREAS, The City through its Department of Transportation has been awarded additional federal grant funds in the amount of $22,380,000 by the United States Department of Transportation ("USDOT"), Federal Transit Administration which shall be used for the Urban Circulator System Discretionary program (formerly Bus and Bus Facilities Discretionary Program); and

WHEREAS, The City through its Chicago Department of Aviation has been awarded additional federal grant funds in the amount of $33,900,000, by USDOT, Federal Aviation Administration which shall be used for the O'Hare Modernization Program; now, therefore,

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

SECTION 1. The sum of $57,971,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 2012. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".

Amendment To The 2012 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
Estimate Of Grant Revenue For 2012			
	Awards from Agencies of the Federal Government	$1,464,499,331	$1,522,465,331
	Awards from Public and Private Agencies	33,028,000	33,028,000

	925 -- Grant Funds	Strike Amount 2012 Anticipated Grant	Add Amount 2012 Anticipated Grant	Strike Amount 2012 Carryover	Add Amount 2012 Carryover	Strike Amount 2012 Total	Add Amount 2012 Total
23	Department Of Cultural Affairs And Special Events						
	Advanced Studies in Fine Arts		$ 5,000				$ 5,000
41	Department Of Public Health:						
	Immunization Capacity Building Assistance		1,034,000				1,034,000
	Women, Infants and Children Nutrition	$ 4,900,000	5,072,000			$ 4,900,000	5,072,000
57	Department Of Police:						
	Ballistics Lab		480,000				480,000
84	Department Of Transportation						
	Urban Circulator Systems Discretionary Program (Formerly Bus and Bus Facilities Discretionary Program)	$ 2,270,000	$24,650,000			$ 2,270,000	$24,650,000
85	Chicago Department Of Aviation						
	O'Hare -- Airport Improvement Program	62,600,000	96,500,000			62,600,000	96,500,000

TRANSFER OF FUNDS FOR YEAR 2012 WITHIN CITY COUNCIL COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION.

[O2012-7103]

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

CHICAGO, October 3, 2012.

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 Special Events, Cultural Affairs and Recreation, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 2012. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2012 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personnel Services	355	15/2155	0000	$38,470.00

TO:

Purpose	Fund	Code Department	Account	Amount
Contingencies	355	15/2155	0700	$38,470.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Special Events, Cultural Affairs and Recreation during the year 2012.

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

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

AMENDMENT OF SECTION 2-156-019 OF MUNICIPAL CODE REGARDING WHISTLE BLOWER PROTECTION.

[O2012-5885]

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration an ordinance (O2012-5885) introduced by Mayor Rahm Emanuel (which was introduced on September 12, 2012) amending Section 2-156-019 of the Municipal Code of Chicago by adding various new subsections regarding whistleblower protection, begs leave to 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 on October 2, 2012.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 2-156-019 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-156-019 Whistleblower Protection.

(a) For the purposes of this section:

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

(2) "Retaliatory action" means: (i) the reprimand, discharge, suspension, demotion, or denial of promotion or transfer of any employee that is taken in retaliation for an employee's involvement in protected activity as set forth in subsection (b) of this section; or (ii) the denial or revocation of any city permit, license, certification, loan, grant, tax credit or other financial subsidy, the denial of any city service, or the denial of employment with the city for which a person is qualified, that is made in retaliation for that person having engaged in a protected activity as set forth in subsection (b) of this section.

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

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

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

(c) If any retaliatory action, as defined in subsection (a)(2)(i), is taken against an employee in violation of this section, the employee shall be entitled to the following relief, ~~including~~ if applicable:

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

(2) two times the amount of back pay; and

(3) reinstatement of full fringe benefits and seniority rights.

(d) If any retaliatory action, as defined in subsection (a)(2)(ii), is taken against any person in violation of this section, the person shall be entitled to the following relief, if applicable:

(1) Reconsideration of a city permit, license, certification, loan, grant, tax credit, other financial subsidy, or city service denied or revoked as a result of the violation, to the extent such reconsideration is practically possible and funds are available.

(2) Reconsideration of a job application rejected as a result of the violation, to the extent such reconsideration is practically possible and such job position is not yet filled.

(3) Actual damages proved to be directly and specifically caused by, and that would not have occurred but for, the retaliatory action, but in no case shall such actual damages include claimed lost profits.

(e) (1) It shall be a prerequisite to the bringing of an action against the city for relief under paragraph (d) of this section that the person seeking relief first provide written notice to the head of the city department or agency involved in an alleged retaliatory action and to the corporation counsel within 30 days of the person's awareness of facts giving rise to the claim of retaliatory action. The purpose of this notice requirement is to allow such department or agency a timely opportunity to recognize, correct and/or minimize any harm resulting from any retaliatory action. The notice shall specify in detail the facts and circumstances that constitute the alleged retaliatory action. Upon receiving this notice, the head of such department or agency shall investigate the allegations and take all necessary and appropriate actions to remedy any retaliatory action.

(2) Any action for relief under paragraph (d) of this section may only be brought against the City of Chicago, and must be brought within six months of the alleged retaliatory action for which relief is sought.

(f) The remedies set forth in paragraphs (c) and (d) of this section shall be the sole and exclusive remedies for any violations of this section.

SECTION 2. Following passage and publication, this ordinance shall take effect on November 1, 2012 and shall apply to acts committed on and after that date.

COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT.

Placed On File -- CONDUCT OF HEARING ON STATE OF LITERACY IN CHICAGO AND RECOMMENDATIONS TO PROMOTE READING AMONG YOUNG PEOPLE. [F2012-72]

The Committee on Education and Child Development submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Education and Child Development held a meeting on September 24, 2012 to mark "National Literacy Month" and conduct a hearing on the "State of Literacy" in the City of Chicago. As the result of the hearing, the Committee is pleased to announce two initiatives designed to promote a love of reading among our young people. The first initiative is Book Drive. The Committee is asking each alderman to participate in this initiative where people will be asked to bring in and drop off new and used books at locations to be designated for distribution to needy families. The second initiative is launching alderman-sponsored ward-wide Family Literacy Night where families with children come together and experience the joy of reading to and with their children.

Respectfully submitted,

(Signed) LATASHA R. THOMAS,
Chairman.

On motion of Alderman Thomas, the foregoing committee report was *Placed on File.*

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS PURSUANT TO ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

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

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which were referred ordinances by the Department of Housing and Economic Development authorizing the sale of City-owned property at various locations (4th, 6th, 10th, 17th, 20th and 24th Wards), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

9020 S. Brandon Ave.

[O2012-5734]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 -- 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, as amended on July 23,1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805, as amended September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars ($50,000); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars ($20,000.00) but more than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel

owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Juanita Pena (the "Purchaser"), who has a principal residence of 9018 South Brandon Avenue, Chicago, Illinois, which ANLAP Parcel is located in the South Chicago Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on April 12, 2000, and published in the *Journal* for such date at page 28776 and pages 28778 through 28896; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on July 20, 2012; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-040-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchaser for the purchase price of One Thousand and no/100 Dollars ($1,000.00). Such deed shall include a covenant obligating the Purchaser to use the Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Bidder:

Juanita Pena.

Address:

9018 South Brandon Avenue.

Appraised Value:

$4,900.00.

Bid Amount:

$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 9 in Block 56 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

9020 South Brandon Avenue
Chicago, Illinois 60617.

Property Index Number:

26-06-226-020-0000.

6513 S. Eberhart Ave.

[O2012-5723]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 -- 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, as amended on July 23,1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805, as amended September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand and no/100 Dollars ($50,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars ($20,000.00) but more than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Love Moore, (the "Purchaser"), who has a principal residence of 6511 South Eberhart Avenue, Chicago, Illinois, which ANLAP Parcel is located in the West Woodlawn Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 12, 2010, and published in the *Journal* for such date at pages 90457 through 90562; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on July 20, 2012; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-040-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchaser for the purchase price of One Thousand and no/100 Dollars ($1,000.00). Such deed shall include a covenant obligating the Purchaser to use the Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Bidder:

Love Moore.

Address:

6511 South Eberhart Avenue.

Appraised Value:

$3,500.00.

Bid Amount:

$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 45 in Block 3 in Oakwood Subdivision of the north half of the south half of the northeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6513 South Eberhart Avenue
Chicago, Illinois 60637.

Property Index Number:

20-22-218-005-0000.

3926 W. Fillmore St.

[O2012-5714]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, as amended on July 23,1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages14803 -- 14805, as amended September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANI-AP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars ($50,000); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars ($20,000.00) but more than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to James L. Johnson and Dolores Johnson (the "Purchasers"), who have a principal residence of 3922 West Fillmore Street, Chicago, Illinois, which ANLAP Parcel is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 17, 2000, and published in the *Journal* for such date at pages 30775 through 30953; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on July 20, 2012; and

WHEREAS, Purchasers' proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-040-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the sale of the Property to the Purchasers; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchasers to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchasers for the purchase price of One Thousand and no/100 Dollars ($1,000.00). Such deed shall include a covenant obligating the Purchasers to use the Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Bidder:

James L. and Dolores Johnson.

Address:

3922 West Fillmore Street.

Appraised Value:

$3,100.00.

Bid Amount:

$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 14 in L. E. Ingalls Subdivision of that part of Blocks 6 and 5 in Circuit Court Partition of subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, lying south of right-of-way of Wisconsin Central Railroad, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3926 West Fillmore Street
Chicago, Illinois 60624.

Property Index Number:

16-14-319-011-0000.

7343 S. Green St.

[O2012-5733]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, as amended on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805, as amended September 14,1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand and no/100 Dollars ($50,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars ($20,000.00) but more than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Melvin Wolfe (the "Purchaser"), who has a principal residence of 7345 South Green Street, Chicago, Illinois, 60621; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any); and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-040-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchaser for the purchase price of One Thousand Two Hundred and no/100 Dollars ($1,200.00). Such deed shall include a covenant obligating the Purchaser to use the Parcel only for a use consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A"

Bidder:

Melvin Wolfe.

Bidder Address:

7345 South Green Street.

Appraised Value:

$850.00.

Bid Amount:

$1,200.00.

Legal Description (subject to title commitment and survey):

Lot 154 in Downing and Phillip's Normal Park Addition, a subdivision of the east half of the northeast quarter of Section 29, Township 38 North, Range 14 (except the south 149 feet thereof), East of the Third Principal Meridian, in Cook County, Illinois

Address:

7343 South Green Street
Chicago, Illinois 60621.

Property Index Number:

20-29-223-018-0000.

3984 S. Lake Park Ave.

[O2012-5717]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, as amended on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805, as amended September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars ($50,000); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars ($20,000.00) but more than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the

grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Hui Wang Berry (the "Purchaser"), who has a principal residence of 3982 South Lake Park Avenue, Chicago, Illinois; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any); and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-054-21 adopted on August 16, 2012, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchaser for the purchase price of Seventeen Thousand and no/100 Dollars ($17,000.00). Such deed shall include a covenant obligating the Purchaser to use the Parcel only for a use consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Bidder

Hui Wang Berry.

Bidder Address

3982 South Lake Park Avenue
Chicago, Illinois.

Bid Amount:

$17,000.00.

Appraised Value:

$50,000.00.

Legal Description (subject to title commitment and survey):

The south 27 feet of Lot 8 in Assessor's Division of Block 7 in Cleaverville in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address

3984 South Lake Park Avenue
Chicago, Illinois.

Property Index Number:

20-02-103-036-0000.

6718 S. Langley Ave.

[O2012-5726]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs, and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, as amended on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805, as amended September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars ($50,000); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars ($20,000.00) but more than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Donnie Love (the "Purchaser"), who has a principal residence of 6716 South Langley Avenue, Chicago, Illinois, which ANLAP Parcel is located in the 67th and Wentworth Tax Increment Financing Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 4, 2011, and published in the *Journal* for such date at pages 116699 through 116873; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on July 20, 2012; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-040-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchaser for the purchase price of One Thousand Five Hundred and 99/100 Dollars ($1,500.99). Such deed shall include a covenant obligating the Purchaser to use the Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Bidder:

Donnie Love.

Address:

6716 South Langley Avenue.

Appraised Value:

$3,900.00.

Bid Amount:

$1,500.99.

Legal Description (subject to title commitment and survey):

Lot 21 in Block 1 in Charles F. Hayes, a subdivision of the north half of the northwest quarter of the northeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6718 South Langley Avenue
Chicago, Illinois.

Property Index Number:

20-22-404-021-0000

7338 S. Wood St.

[O2012-5731]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City on March 6, 1981 and published on pages 5584 -- 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, as amended on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805, as amended September 14,1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 - 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand and no/100 Dollars ($50,000); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars ($20,000.00) but more than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance

(the "ANLAP Parcel") to Ayndrielle Miyoshi Ward (the "Purchaser"), who has a principal residence of 7342 South Wood Street, Chicago, Illinois, 60636.

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any); and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-040-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchaser for the purchase price of One Thousand and no/100 Dollars ($1,000.00). Such deed shall include a covenant obligating the Purchaser to use the Parcel only for a use consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Bidder:

Ayndrielle Miyoshi Ward.

Address:

7342 South Wood Street.

Appraised Value:

$1,550.00.

Bid Amount:

$1,000.00.

Legal Description (subject to title commitment and survey):

Lots 15 and 16 in Block 5 in B. F. Jacob's Subdivision of the east half of the west half of the northeast quarter of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7338 South Wood Street
Chicago, Illinois.

Property Index Number:

20-30-219-036-0000.

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625 E. 42nd St.

[O2012-5700]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date, as amended on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805, as amended September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars ($50,000); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars ($20,000.00) but more than Ten Thousand and no/100 Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Darryl J. Spivey and Susan M. Carmouché (the "Purchasers"), who have a principal residence of 623 East 42nd Street, Chicago, Illinois, which ANLAP Parcel is located in the 43rd Street/Cottage Grove Avenue Redevelopment Project Area (as amended, the "Area") first established pursuant to ordinances adopted by the City Council on July 8, 1998, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 72319 through 72413; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchasers to be published in the *Chicago Sun-Times* on July 23, 2012; and

WHEREAS, Purchasers' proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-040-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchasers; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchasers to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchasers for the purchase price of One Thousand and no/100 Dollars ($1,000.00). Such deed shall include a covenant obligating the Purchasers to use the Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Bidders:

Darryl J. Spivey and Susan M. Carmouché.

Bidders' Address:

623 East 42nd Street
Chicago, Illinois.

Bid Amount:

$1,000.00.

Appraised Value:

$9,200.00

Legal Description (subject to title commitment and survey):

Lot 2 in Alice T. Smith's Subdivision of the north 100 feet of Lot 25 in Margaret Johnston's Subdivision of the south half of the southeast quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

625 East 42nd Street
Chicago, Illinois.

Property Index Number:

20-03-224-033-0000.

NEGOTIATED SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

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

CHICAGO, October 3, 2012.

To the President and Members of the City Council

Your Committee on Housing and Real Estate, to which was referred ordinances by the

Department of Housing and Economic Development authorizing the sale of City-owned properties at various locations (2nd, 3rd, 6th, 10th, 20th and 24th Wards), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

9022 S. Brandon Ave.

[O2012-5735]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant parcel of property located at 9022 South Brandon Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"), which Property is located in the South Chicago Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City on April 12, 2000, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 28776 and 28778 through 28896; and

WHEREAS, Juanita Pena and Julie Martinez ("Grantees"), the former of 9018 South Brandon Avenue, Chicago, Illinois 60617, the latter of 10028 South Commercial Avenue, Chicago, Illinois 60617, have offered to purchase the Property from the City for the sum of Four Thousand Nine Hundred and no/100 Dollars ($4,900.00), such amount being the appraised fair market value of the Property, to improve with landscaped open space thereon; and

WHEREAS, Pursuant to Resolution Number 12-039-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantees; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantees and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on July 20, 2012, and July 27, 2012; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantees for the amount of Four Thousand Nine Hundred and no/100 Dollars ($4,900.00).

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 Grantees. Such deed shall include a covenant obligating the Grantees to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantees' acceptance of the City's deed shall constitute Grantees' agreement to such covenant. The quitclaim deed shall contain language substantially in the following form:

> This conveyance is subject to the express condition that the Property is improved with landscaped open space within six (6) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantees, at the request of the City of Chicago, covenant to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.
>
> The Grantees acknowledge that if the Grantees develop 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 Grantees and such project shall be obligated to comply with the Affordable Requirements Ordinance.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchasers:

Juanita Pena and Julie Martinez.

Purchasers' Addresses:

9018 South Brandon Avenue (Pena) and
10028 South Commercial Avenue (Martinez).

Appraised Value:

$4,900.00.

Purchase Amount:

$4,900.00.

Legal Description (subject to title commitment and survey):

Lot 10 in Block 56 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

9022 South Brandon Avenue
Chicago, Illinois 60617.

Property Index Number:

26-06-226-021-0000.

3535 W. Fillmore St.

[O2012-5713]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant parcel of property located at 3535 West Fillmore Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"), which Property is located in the Roosevelt/Homan Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City on December 5, 1990, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 26369 through 26431; and

WHEREAS, Sunrise Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 1101 South Central Park Avenue, Chicago, Illinois 60624, has offered to purchase the Property from the City for the sum of Twenty-two Thousand Five Hundred and no/100 Dollars ($22,500.00), such amount being the appraised fair market value of the Property with a parking in perpetuity deed restriction, to improve with a parking lot thereon; and

WHEREAS, Pursuant to Resolution Number 12-044-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the"Commission"), the Commission approved the negotiated sale of the Property to the Grantee; 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*, a newspaper of general circulation, on July 26, 2012 and August 2, 2012; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of Twenty-two Thousand Five Hundred and no/100 Dollars ($22,500.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk 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) a parking lot is constructed on the Property within twelve (12) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Sunrise Baptist Church.

Purchaser's Address:

1101 South Central Park Avenue
Chicago, Illinois.

Purchase Amount:

$22,500.00.

Appraised Value:

$22,500.00.

Legal Description (subject to title commitment and survey):

Lots 14 to 18 in Block 11 in 12th Street Addition to Chicago, being a subdivision of that part of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying south of the right-of-way of the Chicago and Great Western Railroad Company, in Cook County, Illinois.

Address:

3535 West Fillmore Street
Chicago, Illinois 60624.

Property Index Number:

16-14-422-007-0000.

1309 S. Karlov Ave.

[O2012-5703]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant parcel of property located at 1309 South Karlov Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"), which Property is located in the Ogden/ Pulaski Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City on April 9, 2008, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 24221 through 24477; and

WHEREAS, Kingdom Restoration Christian Center ("Grantee"), 1311 South Karlov Avenue, Chicago, Illinois 60623, has offered to purchase the Property from the City for the sum of Two Thousand Five Hundred and no/100 Dollars ($2,500.00), such amount being the appraised fair market value of the Property, to improve with landscaped open space thereon; and

WHEREAS, Pursuant to Resolution Number 12-038-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; 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*, a newspaper of general circulation, on July 26, 2012 and August 2, 2012; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of Two Thousand Five Hundred and no/100 Dollars ($2,500.00).

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 condition that the Property is improved with landscaped open space within six (6) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.
>
> 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. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Kingdom Restoration Christian Center

Purchaser's Address:

1311 South Karlov Avenue.

Purchase Amount.

$2,500.00.

Appraised Value:

$2,500.00.

Legal Description (subject to title commitment and survey)

Lot 45 in Block 7 in Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address.

1309 South Karlov Avenue
Chicago, Illinois 60623.

Property Index Number:

16-22-214-004-0000.

6907 S. Michigan Ave.

[O2012-5729]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant parcel of property located at 6907 South Michigan Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Daniel Christopher, as the sole beneficiary and holder of the power of direction with respect to Chicago Title Land Trust Company Trust Number 8002353041 ("Grantee"), 17120 Elm Drive, Hazel Crest, Illinois 60429, has offered to purchase the Property from the City for the sum of Twenty Thousand and no/100 Dollars ($20,000.00), such amount being the appraised fair market value of the Property, to improve with a parking lot and landscaped open space thereon; and

WHEREAS, Pursuant to Resolution Number 12-047-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; 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*, a newspaper of general circulation, on July 23, 2012 and July 30, 2012; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of Twenty Thousand and no/100 Dollars ($20,000.00).

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 also contain language substantially in the following form:

This conveyance is subject to the express condition that a parking lot is built on the rear of the Property and the remainder is improved with landscaped open space within twelve (12) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

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

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Daniel Christopher, sole beneficiary and holder of the power of direction with respect to Chicago Title Land Trust Company Trust Number 8002353041.

Purchaser's Address:

17120 Elm Drive
Hazel Crest, Illinois 60429.

Purchase Amount:

$20,000.00.

Appraised Value:

$20,000.00.

Legal Description (subject to title commitment and survey):

Lot 23 in Block 7 in North Lancaster's Subdivision of the west half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6907 South Michigan Avenue
Chicago, Illinois 60637.

Property Index Number:

20-22-314-002-0000.

3956 -- 3958 S. Vincennes Ave.

[O2012-5716]

WHEREAS, The City of Chicago ("City") a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The ("City"), is the owner of the vacant parcels of property located at 3956 -- 3958 South Vincennes Avenue, Chicago, Illinois, which are legally described on Exhibit A attached hereto ("Property"), which Property is located in the Pershing/King Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City on September 5, 2007, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 6320 through 6403; and

WHEREAS, Starbuck 525 Oakwood, LLC ("Grantee"), 2035 West Charleston Street, Number 403, Chicago, Illinois, 60647, has offered to purchase the Property from the City for the sum of Six Thousand Seven Hundred Fifty and no/100 Dollars ($6,750.00), such amount being the appraised fair market value of the Property with a parking lot in perpetuity deed restriction, 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*, a newspaper of general circulation, on August 1, 2012 and August 8, 2012; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 11-035-21 adopted on June 21, 2012, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; 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 Seven Hundred Fifty and no/100 Dollars ($6,750.00).

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 a 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 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 of may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title.
>
> This right of reverter and re-entry in favor of the City shall terminate forty (40) years from the date of this deed.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Starbuck 525 Oakwood, LLC.

Address:

2035 West Charleston Street, Number 403.

Appraised Value:

$6,750.00.

Purchase Price:

$6,750.00.

Legal Description (subject to title commitment and survey):

All that part of Lot 5 and the east 25 feet of Lot 4 taken as a tract lying south and southwesterly of a line described as follows:

commencing at a point on the west line of said tract, 61.30 feet north of the southwest corner thereof; thence east parallel with the south line of said tract, 39.16 feet to a point; thence southeasterly along a line which is perpendicular to the southeasterly line of said tract 26.10 feet more or less to a point on the southeasterly line of said tract, all in Butler's Subdivision of Lots 2 and 3 and that part south of Oakwood Boulevard of Lot 1 in Block 2 of Bowen and Smith's Subdivision of that part of the north of the northwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying west of Vincennes Avenue, in Cook County, Illinois.

Address:

3956 -- 3958 South Vincennes Avenue
Chicago, Illinois 60653.

Property Index Number:

20-03-203-030-0000.

2944 W. Warren Blvd.

[O2012-5707]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant parcel of property located at 2944 West Warren Boulevard, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"), which Property is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City on May 17, 2000, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30775 through 30953; and

WHEREAS, 2946 -- 2956 West Warren Boulevard Condominium Association ("Grantee"), in care of Valarie Merrill-Cooke, Treasurer, 2948 West Warren Boulevard, Chicago, Illinois 60612, has offered to purchase the Property from the City for the sum of Seven Thousand Five Hundred and no/100 Dollars ($7,500.00), such amount being the appraised fair market value of the Property with an open space in perpetuity deed restriction, to improve with landscaped open space thereon; and

WHEREAS, Pursuant to Resolution Number 12-045-21 adopted on July 19, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; 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*, a newspaper of general circulation, on July 23, 2012 and July 30, 2012; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of Seven Thousand Five Hundred and no/100 Dollars ($7,500.00).

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 may re-enter the Property and revest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title.

This right of reverter and re-entry in favor of the City shall terminate forty (40) years from the date of this deed.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

2946 -- 2956 West Warren Boulevard
Condominium Association.

Purchaser's Address:

c/o Valarie Merrill-Cooke, Treasurer
2948 West Warren Boulevard
Chicago, Illinois 60612.

Purchase Amount:

$7,500.00.

Appraised Value with an Open Space in Perpetuity Deed Restriction:

$7,500.00.

Unrestricted Appraised Value:

$15,000.00.

Legal Description (subject to title commitment and survey):

Lot 150 and the east 10½ inches of Lot 151 in Flint's Addition to Chicago, Surveyor's Certificate describes this as Blocks 4, 5, 10, 11, 18, 19, 25 and 26 in Lee's Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2944 West Warren Boulevard
Chicago, Illinois 60612.

Property Index Number:

16-12-326-021-0000.

6505 S. Yale Ave.

[O2012-5719]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant parcel of property located at 6505 South Yale Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"), which Property is located in the Englewood Neighborhood Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City on June 27, 2001, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 61850 and 61852 through 62055; and

WHEREAS, Frank Mistretta ("Grantee"), 6339 South Wentworth Avenue, Chicago, Illinois 60621, has offered to purchase the Property from the City for the sum of Three Thousand Five Hundred and no/100 Dollars ($3,500.00), such amount being the appraised fair market value of the Property, to improve with landscaped open space thereon; and

WHEREAS, Pursuant to Resolution Number 12-053-21 adopted on August 16, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; 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*, a newspaper of general circulation, on August 20, 2012 and August 27, 2012; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of Three Thousand Five Hundred and no/100 Dollars ($3,500.00).

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 condition that the Property is improved with landscaped open space within six (6) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.
>
> 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. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Purchaser

Frank Mistretta

Purchaser's Address:

6339 South Wentworth Avenue
Chicago, Illinois 60621

Purchase Amount:

$3,500.00.

Appraised Value:

$3,500.00

Legal Description (subject to title commitment and survey):

The south 50 feet of Lot 1 in Block 1 in C. D. Perry's Resubdivision of Block 1 and Lots 1, 2, 3, 4 and 5 in Block 6 in Barnum Grove Subdivision of the south 42.7 acres of the west half of the northeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

Address:

6505 South Yale Avenue
Chicago, Illinois 60621.

Property Index Number:

20-21-210-003-0000.

AMENDED AND RESTATED AGREEMENT WITH ST. BONIFACE SENIOR LIVING FOUNDATION AND ST. BONIFACE SENIOR LIVING LLC FOR SALE AND REDEVELOPMENT OF CITY-OWNED PROPERTY AT 1358 W. CHESTNUT ST. (A/K/A 921 N. NOBLE ST.).

[O2012-5705]

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

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing and Economic Development authorizing the sale of City-owned property located at 1358 West Chestnut Street, also known as 921 North Noble Street (27th Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 on June 30, 2010, and published at pages 95169 through 95296 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date (the "Ordinance"), the City, St. Boniface Senior Living Foundation, an Illinois not-for-profit corporation ("Sponsor"), and St. Boniface Senior Living LLC, an Illinois limited liability company ("Developer") have previously entered into that certain agreement for the Sale and Redevelopment of Land dated October 20, 2010, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on October 27, 2010, as Document Number 1030031119 (the "Original Agreement"); and

WHEREAS, Pursuant to the Ordinance and the Original Agreement, by the City's quitclaim deed dated October 20, 2010, and recorded with the Recorder's Office of Cook County ("Recorder's Office") on October 27, 2010, as Document Number 1030031120 (the "City Deed"), the City has previously conveyed, for the sum of One and no/100 Dollars ($1.00), to the Sponsor the real property located at 1358 West Chestnut Street (also known as 921 North Noble Street), Chicago, Illinois, which at the time of purchase consisted of (a) a parcel of land (the "Boniface Parcel"), improved with the surviving structure of the historic St. Boniface Church (the "Church"), (b) a parcel of land immediately to the north of the Boniface Parcel improved with the adjoining rectory facility, (the "Rectory Parcel"), and (c) a parcel of vacant land immediately to the east of the Boniface Parcel (the "Vacant Parcel"), which parcels in the aggregate are approximately 32,980 square feet and are legally described on Exhibit A to this ordinance (such parcels, collectively, the "Property"); and

WHEREAS, By the Sponsor's special warranty deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as Document Number 1030031121, the Sponsor conveyed the Property to the Developer; and

WHEREAS, Pursuant to the Original Agreement, the Developer demolished the rectory and performed certain emergency stabilization work; and

WHEREAS, The Developer subsequently proposed a redesign of the senior housing project contemplated by the Original Agreement; and

WHEREAS, The City, Sponsor and Developer subsequently entered into that certain First Amendment to Agreement for the Sale and Redevelopment of Land, dated January 10, 2012 and recorded in the Recorder's Office on January 25, 2012 as Document Number 1202516074 ("First Amendment"), pursuant to which the City granted Developer an extension of the time frames set forth in Section 7 and Section 12 of the Agreement, in order to give Developer time to perform certain due diligence (e.g., finalize construction plans, obtain cost estimates, finalize sources for potential financing) relating to that proposed redesign; and

WHEREAS, After the First Amendment was executed, the Developer proposed a further redesign of the senior housing project; and

WHEREAS, The City, in order to facilitate the Developer's due diligence relating to such further redesign, granted Developer's request for additional time to commence and complete the Phase I Project pursuant to that Second Amendment to Agreement for the Sale and Redevelopment of Land dated as of April 19, 2012, and recorded on August 17, 2012 in the Recorder's Office as Document Number 1223020939 (the "Second Amendment"); and

WHEREAS, The Developer now proposes to redevelop the Church into a fifty-six (56) unit senior housing complex, with all of such units constituting affordable housing rental units (the "Phase I Project"), and has requested additional time to commence and complete such revised Phase I Project; as more particularly described in the Amended and Restated Agreement for Sale and Redevelopment of Land, attached to this ordinance as Exhibit B (the "Amended Agreement"); and

WHEREAS, The Church is an historic structure rated "Orange" by the Chicago Historical Survey and has been closed for approximately 20 years; and

WHEREAS, The Developer proposes to preserve certain historic features of the Church (as described below) while developing the Phase I Project; and

WHEREAS, The features of the Church described on Exhibit D to the Amended Agreement have historical and architectural significance (such features, the "Significant Features"); and

WHEREAS, In order to secure and preserve the Significant Features of the Church, the Developer has proposed stabilizing and repairing the Significant Features, and re-using as much of the masonry of the original Significant Features as possible and as much of the non-masonry portions of the original Significant Features as is commercially reasonable, as part of the Phase I Project; and

WHEREAS, The Developer is continuing to proceed with redevelopment work and the financing and other contracts and approvals required to close the equity and debt financing for, and otherwise carry out, the Phase I Project; and

WHEREAS, At the Developer's request, the City has consented, to give the Developer until November 30, 2012, to provide evidence of binding commitments to provide the equity and debt financing for the Phase I Project (the "Phase I Project Financing Contingency Date"); and

WHEREAS, If the Developer provides evidence of such binding commitments by the Phase I Project Financing Contingency Date, the City has consented to give the Developer until July 15, 2013 (the "Phase I Project Outside Closing Date"), to close such financing, and until August 1, 2013 to commence construction of the Phase I Project; and

WHEREAS, The Sponsor, the Developer and the City desire to enter into the Amended Agreement to implement the foregoing; 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 and represent the findings of the City Council with respect to the matters described therein.

SECTION 2. The Commissioner of the Department of Housing and Economic Development (together with any successor to the duties of such commissioner, the "Commissioner") and 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 the Amended Agreement in substantially the form attached hereto as Exhibit B and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amended Agreement (including, without limitation, an amendment to the Subordination and Forbearance Agreement as defined in the Amended Agreement, and similar agreements with any lender providing financing for the Phase I Project) with such changes, deletions and insertions as shall be approved by the persons executing the Amended Agreement.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

Exhibit "A".
(To Ordinance)

Legal Description Of Property.

Rectory Parcel:

That part of Lots 3 and 4 taken as a tract lying north of the following described line: beginning at a point 56.90 feet south of the northwest corner of said tract; thence north 89 degrees, 59 minutes, 00 seconds east, 38.00 feet; thence north 00 degrees, 00 minutes, 00 seconds east, 9.00 feet; thence north 89 degrees, 59 minutes, 00 seconds east,

22.00 feet; thence south 00 degrees, 00 minutes, 00 seconds west, 9.00 feet; thence north 89 degrees, 59 minutes, 00 seconds east, 22.00 feet to the east line of said tract, all in Jacob Geneser's Subdivision of Lots 45 to 48 and the vacated alley lying south and adjoining said Lots 45, 46, 47 and the west 7 feet of said Lot 48 in Block 23 in the Canal Trustees' Subdivision, all in the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Area:

4,468 square feet or 0.13 acres.

Permanent Index Number:

17-05-320-003 (part of).

Commonly Known As:

921 North Noble Street
Chicago, Illinois 60642.

Boniface Parcel:

That part of Lots 3 and 4 taken as a tract (except that part lying north of the following described line beginning at a point 56.90 feet south of the northwest corner of said tract; thence north 89 degrees, 59 minutes, 00 seconds east, 38.00 feet; thence north 00 degrees, 00 minutes, 00 seconds east, 9.00 feet; thence north 89 degrees, 59 minutes, 00 seconds east, 22.00 feet; thence south 00 degrees, 00 minutes, 00 seconds, west 9.00 feet; thence north 89 degrees, 59 minutes, 00 seconds east, 22.00 feet to the east line of said tract) all in Jacob Geneser's Subdivision of Lots 45 to 48 and the vacated alley lying south and adjoining' said Lots 45, 46, 47 and the west 7 feet of said Lot 48 in Block 23 in the Canal Trustees' Subdivision.

Also,

Lots 92 to 94 and the west 7.00 feet of Lot 91 in the subdivision of Blocks 23 and 25 and location of streets and alleys in the Canal Trustees' Subdivision, all the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Area:

13,407 square feet or 0.31 acres

Permanent Index Numbers:

17-05-320-003, and

17-05-320-034 (part of).

Commonly Known As:

921 North Noble Street
Chicago, Illinois 60642.

Vacant Parcel:

Lots 87 to 90 and Lot 91 (except the west 7.00 feet thereof) in the subdivision of Blocks 23 and 25 and location of streets and alleys in the Canal Trustees' Subdivision, all in the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Area:

15,105 square feet or 0.347 acres.

Permanent Index Number:

17-05-320-034 (part of).

Commonly Known As:

1358 West Chestnut Street
Chicago, Illinois 60642

Exhibit "B"
(To Ordinance)

Amended And Restated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For The Sale And Redevelopment Of Land.

This AMENDED AND RESTATED AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("Amended Agreement") is made on or as of the ___ day of ___, _____, 2012 (the "Effective Date"), by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Housing and Economic Development ("DHED"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, ST. BONIFACE SENIOR LIVING FOUNDATION, an Illinois not-for-profit corporation ("Sponsor"), whose offices are located at 619 Enterprise Drive, Suite 202, Oak Brook, Illinois 60523, and ST. BONIFACE SENIOR LIVING, L.L.C, an Illinois limited liability company ("Developer"), whose offices are located at 619 Enterprise Drive, Suite 202, Oak Brook, Illinois 60523.

RECITALS

WHEREAS, pursuant to an ordinance adopted on June 30, 2010, and published at pages 95169 through 95296 in the Journal of the Proceedings of the City Council for such date (the "Ordinance"), the City, Sponsor and Developer have previously entered into that certain Agreement for the Sale and Redevelopment of Land dated October 20, 2010, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on October 27, 2010 as document no. 1030031119 (the "Original Agreement"); and

WHEREAS, pursuant to the Ordinance and the Original Agreement, by the City's quitclaim deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031120 (the "City Deed"), the City has previously conveyed, for the sum of One Dollar ($1.00), to the Sponsor the real property located at 1358 West Chestnut Street (a/k/a 921 North Noble Street), Chicago, Illinois, which at the time of purchase consisted of (a) a parcel of land (the "Boniface Parcel") improved with the surviving structure of the historic St. Boniface Church (the "Church"), (b) a parcel of land immediately to the north of the Boniface Parcel improved with the adjoining rectory facility (the "Rectory Parcel"), and (c) a parcel of vacant land immediately to the east of the Boniface Parcel (the "Vacant Parcel"), which parcels in the aggregate are approximately 32,980 square feet and are legally described on Exhibit A attached hereto (such parcels, collectively, the "Property"); and

WHEREAS, by the Sponsor's special warranty deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031121, the Sponsor conveyed the Property to the Developer; and

WHEREAS, pursuant to the Original Agreement, the Developer has demolished the rectory and performed certain emergency stabilization work; and

WHEREAS, the Developer subsequently proposed a redesign of the senior housing project contemplated by the Original Agreement; and

WHEREAS, the City, Sponsor and Developer subsequently entered into that certain First Amendment to Agreement for the Sale and Redevelopment of Land, dated January 10, 2012 and recorded in the Recorder's Office on January 25, 2012 as document no. 1202516074 ("First Amendment"), pursuant to which the City granted Developer an extension of the time frames set forth in Sections 7 and 12 of the Agreement, in order to give Developer time to perform certain due diligence (e.g., finalize construction plans, obtain cost estimates, finalize sources for potential financing) relating to that proposed redesign; and

WHEREAS, after the First Amendment was executed, the Developer proposed a further redesign of the senior housing project; and

WHEREAS, the City, in order to facilitate the Developer's due diligence relating to such further redesign, granted Developer's request for additional time to commence and complete the Initial Project (as defined in the Original Agreement) and the Phase I Project pursuant to that Second Amendment to Agreement for the Sale and Redevelopment of Land dated as of April 19, 2012, and recorded on August 17, 2012 in the Recorder's Office as document no. 1223020939 (the "Second Amendment"); and

WHEREAS, the Developer now proposes to redevelop the Church into a fifty-six (56) unit senior housing complex, with all of such units constituting affordable housing rental units (as more fully described in Section 10.5 and Exhibit B attached hereto, the "Phase I Project"), and has requested additional time to commence and complete such revised Phase I Project; and

WHEREAS, the Church is an historic structure rated "Orange" by the Chicago Historical Survey and has been closed for approximately 20 years; and

WHEREAS, the Developer proposes to preserve certain historic features of the Church (as described below) while developing the Phase I Project, and

WHEREAS, the features of the Church described on Exhibit C attached hereto have historical and architectural significance (such features, the "Significant Features"); and

WHEREAS, in order to secure and preserve the Significant Features of the Church, the Developer has proposed stabilizing and repairing the Significant Features, and re-using as much of the masonry of the original Significant Features as possible and as much of the non masonry portions of the original Significant Features as is commercially reasonable as part of the Phase I Project, and

WHEREAS, the Developer is continuing to proceed with predevelopment work and the financing and other contracts and approvals required to close the equity and debt financing for, and otherwise carry out, the Phase I Project; and

WHEREAS, at the Developer's request, the City has consented, to give the Developer until November 30, 2012 to provide evidence of binding commitments to provide the equity and debt financing for the Phase I Project (as may be extended under Section 8 hereof, the "Phase I Project Financing Contingency Date"); and

WHEREAS, if the Developer provides evidence of such binding commitments by the Phase I Project Financing Contingency Date, the City has consented to give the Developer until July 15, 2013 (the "Phase I Project Outside Closing Date"), to close such financing, and until August 1, 2013 to commence construction of the Phase I Project; and

WHEREAS, if the Developer is unable to satisfy the conditions described in either of the above two recitals by the applicable date (subject to extensions, if any, granted by the City pursuant to this Amended Agreement), the Developer shall, within sixty (60) days of the applicable date, complete the Contingent Demolition Work (as defined in Section 9.3); and

WHEREAS, the Developer has previously deposited Reconveyance Deeds (as defined in Section 9.1) with the City, established an Interest Reserve (as defined in Section 9.2), and entered into a Subordination and Forbearance Agreement (as defined in Section 8) with the Initial Project Lender (as defined in Section 8) to assure the City of its ability to reacquire title to the Property and to remarket the Property to a new developer in the event the Contingent Demolition Work occurs; and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____ _____, 2012, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date, authorized the City's execution of this Amended Agreement; and

WHEREAS, the Sponsor, the Developer and the City acknowledge that the implementation of the policies and provisions described in this Amended Agreement will be of benefit to the Sponsor, the Developer and the City

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

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

SECTION 2. PURCHASE PRICE.

Pursuant to the Original Agreement, the City has previously sold the Property to the Sponsor for the sum of One Dollar ($1.00). The appraised value of the Property on January 23, 2009, was Four Million Nine Hundred Fifty Thousand Dollars ($4,950,000). The Developer shall pay the City all reasonable third party recording and other closing costs incurred by the City in connection with its execution of this Amended Agreement and the financing closing contemplated hereunder.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT. [Intentionally omitted.]

SECTION 4. CLOSING.

The City, Sponsor and Developer closed on the Original Agreement and the conveyances (from City to Sponsor, and Sponsor to Developer) of the Property occurred on October 27, 2010.

SECTION 5. CONVEYANCE OF TITLE.

By the City's quitclaim deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031120, the City conveyed the Property to the Sponsor, and by the Sponsor's special warranty deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031121, the Sponsor conveyed the Property to the Developer.

SECTION 6. TITLE AND SURVEY.

The Sponsor and the Developer acknowledge that the City has previously complied with its obligations under Section 6 of the Original Agreement and has no duty to clear any title exceptions or encumbrances or title (whether the same existed as of the initial closing date, or have arisen after such date). Developer is responsible for all taxes accruing on the Property after October 20, 2010.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer has completed the Demolition Work with respect to the Rectory and, unless the Contingent Demolition Work (as defined in Section 9.3 below) is required, no further demolition work is required. If Developer does not provide Proof of Financing (as defined below) by the Phase I Project Financing Contingency Date and the City does not extend such date in accordance with Section 8 hereof, the Developer shall apply for a demolition permit for the Contingent Demolition Work no later than February 1, 2013. Provided that the Developer has delivered such Proof of Financing, the Developer shall apply not later than April 15, 2013, for all applicable building permits and other required permits, including scaffolding permits, and approvals for the Phase I Project, and shall pursue such permits and approvals in good faith and with all due diligence. If the City has extended the Phase I Project Financing Contingency Date in accordance with Section 8, such February 1, 2013 and April 15, 2013 dates shall be ratably extended. The Developer's building permit application shall include an engineer's report, in form and substance reasonably acceptable to DHED, which details the then-current (i.e., within 3 months of the permit application date) condition of the Church and which confirms that such condition is compatible with the development of the Phase I Project. Beginning August 2012 and continuing each month thereafter, the Developer has submitted to DHED no later than the fifth day of each month a monthly status report detailing the due diligence the Developer performed during the preceding month, any due diligence yet to be performed, the dollar amount of the committed or anticipated financing, and any available cost estimates. After the Effective Date, the Developer shall continue to submit such report to DHED until the closing of the Phase I Project financing, after which such report shall detail the status of construction that the Developer has performed during the preceding month, and the dollar amount of all draws submitted, and/or funded during such month, and including an updated construction schedule (in a Gantt or similar project management format).

SECTION 8. BUDGET AND PROOF OF FINANCING; INSURANCE.

The total budget for the Phase I Project (including certain Initial Project costs) is currently estimated to be Eighteen Million Two Hundred Fifty-Eight Thousand Three Hundred Thirty Five and 00/100 Dollars ($18,258,335), and is attached hereto as Exhibit D (the "Preliminary Budget"). The Developer shall submit to DHED for approval revisions to the Preliminary Budget, including requests for adjustments between line items.

Not later than the Phase I Project Financing Contingency Date, the Developer shall provide documentation (e.g., binding commitment letters) to DHED evidencing that the Developer has secured funding commitments in the amounts and of the types shown in the "sources of funds" portion of the Preliminary Budget and sufficient to pay all of the project costs set forth in such Preliminary Budget ("Proof of Financing"). Notwithstanding the foregoing, DHED may, in its sole discretion, elect to extend the Phase I Project Financing Contingency Date from November 30, 2012 to April 30, 2013, by written notice to Developer, in order to

permit Developer additional time to secure Proof of Financing. The Developer acknowledges and agrees that the City shall require any lenders and any other parties claiming a lien against the Property or the Developer's interest therein (if any), to enter into a subordination and forbearance agreement in a form generally consistent with the terms and conditions of the existing Subordination and Forbearance Agreement (as defined below) and otherwise acceptable to the City.

The Developer has previously entered into that certain Construction Loan Agreement, dated October 20, 2010, as amended from time to time, which is secured by a Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 20, 2010, by Developer for the benefit of Forest Park National Bank and Trust Co. (the "Initial Project Lender"), which encumbers the Property and was recorded in the Recorder's Office on October 27, 2010 as document no. 1030031122 (the "Initial Project Lender Mortgage"). The Developer covenants that it shall not allow the outstanding principal balance secured by the Initial Project Lender Mortgage to exceed One Million Two Hundred Eleven Thousand Nine Hundred Sixty Seven and 57/100 Dollars ($1,211,967.57), which amount includes the Interest Reserve (as defined below), the funding for the Contingent Demolition Work Escrow account (as defined below), and any protective advances. The Initial Project Lender, the City and the Developer have previously entered into that certain Intercreditor, Subordination, Forbearance, Assumption and Development Agreement, dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031125, as amended by that certain First Amendment to Intercreditor, Subordination, Forbearance, Assumption and Development Agreement, dated as of April 19, 2012, and recorded with the Recorder's Office August 17, 2012, as document no. 1223029040, and as further amended by that certain Second Amendment to Intercreditor, Subordination, Forbearance, Assumption and Development Agreement, dated as of the Effective Date, to be recorded directly after the recordation of this Amended Agreement to, among other matters, reflect the revised Phase I Project, as defined in this Amended Agreement, including the timelines applicable thereto (as so amended, the "Subordination and Forbearance Agreement"). The Initial Project Lender may, at any time, sell, assign or transfer any and all of its rights in and to the Initial Project Lender Mortgage to the Catholic Bishop of Chicago (the "CBC"), in which case, the CBC shall be bound by the terms and conditions of the Subordination and Forbearance Agreement, as may be amended from time to time, as if it were a party thereto, provided, however, that no such sale, assignment or transfer shall be effective prior to October 19, 2014.

The Developer shall maintain the insurance coverages and requirements specified in Exhibit E of this Amended Agreement, and provide evidence reasonably satisfactory to the City of such compliance.

SECTION 9 RECONVEYANCE DEEDS; INTEREST RESERVE; ESCROW ACCOUNTS

9.1 Reconveyance Deeds. The Developer has previously deposited with the City (a) a special warranty deed for the Property, in recordable form naming the City as grantee (the "Property Reconveyance Deed"), for possible recording in accordance with Section 19.6 below and (b) a special warranty deed for the Rectory Parcel, in recordable form naming the City as

grantee (the "Rectory Parcel Reconveyance Deed"), for possible recording in accordance with Section 10.6 below (such reconveyance deeds, collectively, the "Reconveyance Deeds"). The City will return the Property Reconveyance Deed to the Developer promptly upon written request from the Developer following the satisfaction of the Phase I Closing Conditions. The City agrees that the Developer intends to pursue a second phase of development (the "Phase II Project") on the Vacant Parcel (and, with the City's consent, which shall be in the City's sole discretion, on the Rectory Parcel) which, if permitted under applicable zoning, may consist of up to 54 units of senior housing. Development of the Phase II Project shall be subject to (a) the Developer's satisfaction of the Phase II Closing Conditions described in Section 12.C of the Original Agreement within five years of the Effective Date of this Amended Agreement (without further extension, notwithstanding the language in Section 12.C of the Original Agreement), and (b) subject to the City Council's approval of the Phase II Project building(s), use(s) and development terms (which uses may be other than those described in Exhibit B to the Original Agreement, if permitted under applicable zoning). If within such five year period, conditions (a) and (b) are not satisfied, the Developer may elect to purchase the Rectory Parcel for then-existing appraised fair market value of the Rectory Parcel, appraised under then-existing zoning, such fair market value to be determined within three (3) months of the date of such purchase by an appraisal retained by the City, at the Developer's expense. If Developer does not so elect, the City may record the Rectory Parcel Reconveyance Deed. If within such five year period, conditions (a) and (b) are satisfied (and the City consents to the inclusion of the Rectory Parcel in the Phase II Project), or if the Developer so purchases the Rectory Parcel, the City will return the Rectory Parcel Reconveyance Deed to the Developer at the time of the Phase II Project closing, or such purchase, as applicable.

9.2 Interest Reserve. On October 20, 2010, the Initial Project Lender established an interest reserve pursuant to the Initial Project Lender Loan Documents (the "Interest Reserve") in the amount of Two Hundred Sixty-Two Thousand Five Hundred and 00/100 Dollars ($262,500.00). Such Interest Reserve was a segregated amount of the Initial Project Lender loan commitment that was set aside solely for disbursements of interest payments on a monthly basis in accordance with the Initial Project Lender loan documents. On the first day of each month following October 2010 and continuing until the earlier to occur of (a) the date that the Initial Project Lender's loan has been repaid in full, the Initial Project Lender shall disburse from the Interest Reserve an amount equal to the interest that has accrued on the aggregate amounts disbursed from the Initial Project Lender's loan during the preceding month, or (b) the date on which the funds in the Interest Reserve are fully expended, or (c) the date on which the Initial Project Lender's loan is refinanced in connection with a closing of the financing for the Phase I Project.

9.3 Escrow Account. On October 20, 2010, the Initial Project Lender, Fidelity National Title Insurance Company ("Escrow Agent"), the City and Developer entered into that certain Contingent Demolition Work Escrow Agreement (the "Escrow Agreement"), and Escrow Agent established a cash escrow account (the "Escrow Account") funded from the Initial Project Lender Loan proceeds in the amount of Four Hundred Ninety-Five Thousand Dollars ($495,000) (the "Escrow Amount"). Fifty-Five Thousand Dollars ($55,000) of the Escrow Amount has been released from such escrow to reimburse the Developer (and the Initial Project Lender, by paying

cover the Initial Project Lender's loan) for the cost of demolishing the Rectory. As a result, the balance of the Escrow Account, together with all interest earned thereon, as of June 30, 2012, is Four Hundred Forty-One Thousand Seven Hundred Eighty-Seven and 94/100 Dollars ($441,787.94). The Developer acknowledges that notwithstanding anything to the contrary contained in the Escrow Agreement, without the prior written approval of the City (i) not more than One Hundred Ninety-Six Thousand Seven Hundred Eighty-Seven and 94/100 Dollars ($196,787.94) of the Escrow Amount may be released to the Initial Project Lender for the sole purpose of paying down the principal balance of the Initial Project Lender's loan and further provided that such amount in absolutely no event may be "re-loaned" to the Developer, and (ii) not more than Two Hundred Forty Five Thousand Dollars ($245,000) of the Escrow Amount may be used for the Contingent Demolition Work, and (iii) no other amounts may be disbursed to pay for any other costs. For purposes of this Amended Agreement, "Contingent Demolition Work" means the work required to demolish all improvements on the Property, to remove any foundations related to such improvements (and any previously demolished improvements), and to lawfully dispose of all such demolition debris.

SECTION 10. CONSTRUCTION REQUIREMENTS, AFFORDABILITY REQUIREMENTS AND PRESERVATION REQUIREMENTS.

10.1 Site Plans. The Developer has submitted preliminary schematic drawings for the Phase I Project prepared by Vasilko Architects Associates, Inc., 57 West Grand Avenue, Suite 400, Chicago, Illinois 60654, dated _____, 2012, and attached hereto as Exhibit F ("Preliminary Schematic Drawings"). The Developer must submit "permit ready" drawings to DHED materially consistent with the Preliminary Schematic Drawings for review and approval sufficiently prior to April 15, 2013 so as to provide reasonable time for DHED review and approval and so as to enable Developer to apply for a building permit by such date. Once such "permit ready" drawings are approved by DHED (such approved drawings, the "Final Drawings"), no material deviation from the Final Drawings may be made without the prior written approval of DHED, in its reasonable discretion, and the Developer shall construct the Phase I Project in accordance with the Final Drawings. If the Developer submits and DHED approves revised drawings and specifications in writing after the date of this Amended Agreement, the term "Final Drawings" as used herein shall refer to such revised drawings and specifications.

10.2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Phase I Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve, in its reasonable discretion, any streetscaping provided by the Developer as part of the Phase I Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

10.3 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion for the Phase I Project, any duly authorized representative of the City shall have access to the Property at all reasonable times upon prior reasonable notice for the purpose of determining whether the Developer is constructing the Phase I Project in accordance with the terms of this Amended Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Chapters 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws"). Thereafter, such inspection rights shall entitle the City to have access to the Property, on the same terms and conditions as set forth above and subject to the rights of tenants of the Property under their leases, for purposes of enabling the City to determine compliance with the affordable housing requirements of this Amended Agreement.

10.4 Barricades and Signs. The Developer, at its sole cost and expense, has previously erected and maintains such signs as the City has reasonably required identifying the Property as a City redevelopment project and, shall after the date hereof, continue to do so. The Developer may, at its sole cost and expense, erect and maintain a sign that identifies the lender that originated the Initial Project Financing and/or any equity providers and debt providers for the Phase I Project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DHED shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

10.5 Affordability Requirements. The following affordability requirements shall apply to the Phase I Project. To the extent that such requirements conflict with any requirements set forth in the Municipal Code Chapter 2-45-110 (the "Affordable Housing Ordinance"), the provisions of this Section 10.5 shall govern and control:

A. Each of the rental units in the senior housing complex developed pursuant to the Phase I Project shall be deemed a "Housing Unit" for purposes of the Affordable Housing Ordinance and this Amended Agreement.

B. All fifty-six (56) of the Housing Units in the Phase I Project shall be leased (i) to tenants whose household incomes, adjusted for family size, do not exceed sixty percent (60%) of the Chicago Primary Metropolitan Statistical Area median income ("AMI"), as determined by the United States Department of Housing and Urban Development ("HUD") (each, a "Qualified Resident" and together, the "Qualified Residents") and (ii) at a rent that does not exceed the maximum affordable rent, adjusted for bedroom size and utilities, at sixty percent (60%) AMI, for the current year as determined by HUD ("Affordable Price") (each Housing Unit that is rented at an Affordable Price to a Qualified Resident is an "Affordable Unit").

C. To the extent that the financing for the Phase I Project includes an allocation of tax credits pursuant to Section 42 of the Internal Revenue Code, the terms of any extended use agreement or regulatory agreement entered into and recorded to implement the requirements of such Section 42 as part of the closing of the equity and debt financing for the Phase I Project shall, upon the recording of such agreement, be deemed to have been incorporated into this Amended Agreement by reference as if fully set forth herein and shall constitute additional affordability requirements and procedures applicable to the occupancy of the Housing Units during the term of such extended use agreement or regulatory agreement.

10.6 Preservation of the Significant Features. The Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property, the Church or the Phase I Project, and as provided in the City Deed, that following issuance of the Certificate of Completion (as defined below) for the Phase I Project, the Developer, its successors and assigns:

(1) shall not demolish, remove or raze the Significant Features (as defined in the Original Agreement), unless required by law or if the Significant Features pose a threat to persons or property and other means are not available to ameliorate those threats or if DHED gives its written consent;

(2) shall not undertake or permit to be undertaken any of the following changes with regard to the Significant Features, unless either: (x) such changes are required under the Final Drawings that have been approved by DHED in accordance with Section 10.1 hereof; or (y) the Developer, its successors or assigns shall first receive the express written consent of DHED, which written consent or refusal to grant such consent shall be in DHED's reasonable discretion and shall include a statement of the reasons for such refusal (if applicable), and shall be delivered to the Developer by DHED within thirty (30) days of receipt of the Developer's written request for such approval. (a) increase or decrease the height of the Significant Features, (b) adversely affect the structural soundness of the Significant Features; (c) make any changes in the Significant Features, including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Significant Features; (d) erect anything on the Significant Features which would prohibit it from being visible from street level, except for a temporary structure during any period of approved alteration or restoration; or (e) undertake any significant reconstruction, repair, repainting or refinishing of the Significant Features that alters its state from the condition as described in the Preliminary Schematic Drawings (as the same are superseded by the Final Drawings); and

(3) shall use commercially reasonable efforts to perform ordinary maintenance on the Significant Features in order to maintain their appearance and structural soundness and to prevent any further deterioration of the Significant Features.

10.7 Survival. The provisions of this Section 10 shall survive the Closing.

SECTION 11. LIMITED APPLICABILITY.

Any approval given by DHED pursuant to this Amended Agreement is for the purpose of this Amended Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such DHED approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 12. COMMENCEMENT AND COMPLETION OF PHASE I PROJECT.

A. Phase I Project Outside Closing Date. If the Phase I Closing Conditions have not been satisfied on or before the Phase I Project Outside Closing Date, at the Developer's sole expense (subject to reimbursement in accordance with the Escrow Agreement in an amount not to exceed Two Hundred Forty-Five Thousand Dollars ($245,000)), the Developer, within sixty (60) days of the Phase I Project Outside Closing Date, and with five (5) days' prior written notice to the Commissioner, shall promptly perform or cause to be performed the Contingent Demolition Work.

The "Phase I Closing Conditions" are as follows:

i. The Developer shall have delivered to the City evidence of all applicable building permits, zoning and other final governmental approvals necessary for the Phase I Project;

ii. The City shall have reasonably approved the Developer's final budget, MBE/WBE budget for the Phase I Project and evidence of equity and loan funds committed, available (i.e., ready to be drawn down), adequate to finance the Phase I Project, including, without limitation, the City's review and reasonable approval of the terms of the mortgages and any other security instruments of such equity and debt providers and the remedies thereunder (collectively, the "Phase I Project Financing"). The lenders providing the Phase I Project Financing (and any other party claiming a lien against the Rectory Parcel, or the Developer's interest therein) must agree, in a written form reasonably acceptable to the City's Corporation Counsel, to release the lien of their financing and any claim with respect to the Rectory Parcel if the City notifies any such Phase I Project lender that the City will exercise its rights hereunder to take title to the Rectory Parcel pursuant to the terms hereof;

iii. The Developer, on or before the Phase I Project Outside Closing Date, shall actually close and make the initial draw down under the Phase I Project Financing, whether from equity or debt financing sources, and be in a position to commence construction of the Phase I Project by no later than August 1, 2013;

iv. The Developer shall have delivered to the City evidence of liability and property insurance reasonably acceptable to the City (based on Exhibit E);

v. The Developer shall have delivered for review and reasonable Final Drawings and specifications for the Phase I Project and such documents shall have been reasonably approved by DHED;

vi. The Developer shall have satisfied such other requirements as the City may reasonably require with respect to the closing and construction of the Phase I Project, including, without limitation, providing updated deliveries comparable to those provided in connection with the initial closing under the Original Agreement.

B Phase I Project Completion Date. The Developer shall substantially complete the construction of the Phase I Project no later than November 30, 2015.

C Discretion to Extend. In addition to the other extension rights expressly set forth in this Amended Agreement, the Commissioner of DHED shall have discretion to extend any of the construction commencement and completion dates for the Phase I Project by up to three (3) months each for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of the Phase I Project. The Developer shall construct the Phase I Project in accordance with all Laws and covenants and restrictions of record.

SECTION 13 CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion upon the completion of the Phase I Project (the "Certificate of Completion"). Within thirty (30) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either (a) the Certificate of Completion, which the City shall issue if, in the City's reasonable discretion, the Developer has substantially completed the Phase I Project in conformity with this Amended Agreement, or (b) a written statement indicating in adequate detail how the Developer has failed to complete the Phase I Project in conformity with this Amended Agreement, or is otherwise in default under this Amended Agreement, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. Each Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Amended Agreement and the Deed with respect to the Developer's obligations to construct the Phase I Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Phase I Project, and shall not serve as any "guaranty" as to the quality of the construction.

SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that, subject to the provisions of Section 18, it:

14.1 Shall devote the Property or any part thereof to construct the Phase I Project (and the uses described in Section 14.4 below).

14.2 Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Property or any part thereof or the Phase I Project or any part thereof; provided that, the Developer may discriminate based on age to the extent both reasonably necessary to develop and operate the Phase I Project as a senior housing complex and permitted by applicable Laws.

14.3 Shall comply with the affordable housing requirements set forth in Section 10.5.

14.4 Subject to the provisions of Section 9.1, shall use the (a) the Vacant Parcel solely for any of the following uses ancillary to the construction and operation of the Phase I Project on the Boniface Parcel: landscaped open space; parking spaces; trash storage; and loading, and (b) the Rectory Parcel solely for the following uses ancillary to the construction and operation of the Phase I Project on the Boniface Parcel: landscaped open space (but not parking, and not trash storage); provided that the City agrees to release the restrictive covenant set forth in this Section 14.4 to the extent required under (a) Section 9.1, i.e., (i) as to the Vacant Parcel, if such parcel is included in a Phase II Project (subject to any replacement restrictive covenant that may be applicable to such Phase II Project), and (ii) as to the Rectory Parcel, if such parcel is included in a Phase II Project (subject to any replacement restrictive covenant that may be applicable to such Phase II Project) or if the Developer purchases the Rectory Parcel for its fair market value (in which case no further restrictive covenant shall apply), or (b) Section 8.B of the Subordination and Forbearance Agreement.

14.5 Shall comply with the preservation of Significant Features covenants set forth in Section 10.6.

SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Subject to the provisions of Section 18, the Developer may not, without the prior written consent of DHED, which consent shall be in DHED's sole discretion: (a) directly or indirectly sell, transfer, lease or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including, without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Amended Agreement (the transactions described in (a) and (b) are collectively, "Transfers" and individually, a "Transfer"); provided that (i) the Developer is authorized to convey the Property (or portion thereof) to the Sponsor as set forth in this Amended Agreement without obtaining the consent of DHED and (ii) DHED's consent shall not be required with respect to any lease of any Housing Unit. The Sponsor and the Developer acknowledge and agree that DHED may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee, lessee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Sponsor or the Developer fails to submit sufficient evidence of the financial

responsibility, business background and reputation of the proposed purchaser, transferee or assignee. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not prohibit the Developer from (a) transferring or conveying the Property to an Illinois land trust of which the Developer is the sole beneficiary, or (b) as part of an integrated transaction that closes simultaneously, transferring the Property to first to Sponsor, and then (as a general partner contribution) the Boniface Parcel to a to-be-formed limited partnership (the "Tax Credit Partnership") that: (i) shall thereafter develop the Phase I Project (and become the Developer hereunder); (ii) have Sponsor as an at least 51% member (with the other member being Carefree Development, LLC or its affiliate) of a 1% general partner in the Tax Credit Partnership; and (iii) have the purchaser of low-income housing tax credits allocated with respect to the Phase I Project as a 99% limited partner in the Tax Credit Partnership, with the proceeds of such limited partner's contribution to be invested as an equity contribution to the Phase I Project.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Phase I Project, the Sponsor and the Developer shall not, without DHED's prior written consent, which shall be in DHED's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for (a) the Initial Project Lender Mortgage, (b) any mortgage approved pursuant to Section 12.A.ii, and (c)any "permanent" or "take-out" mortgage for the Phase I Project following the issuance of a Certificate of Completion for the Phase I Project, provided that the dollar amount secured by such "permanent" or "take-out" mortgage does not exceed the dollar amount permitted to be secured by the mortgage(s) approved pursuant to Section 12.A.ii..

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any other provision of this Amended Agreement or of the Deed, the Initial Project Lender and any holder of any mortgage authorized by this Amended Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Phase I Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and shall, prior to recording any mortgage approved pursuant to Section 12.A.ii, execute and record a Subordination and Forbearance Agreement (as defined in Section 8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion for the Phase I Project, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be bound by the covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 10.5 (Affordability Requirements), Section 10.6 (Preservation of the Significant Features), Section 12 (Commencement and Completion of Phase I Project), Section 14

(Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12, Section 14.1, Section 15 and Section 16 shall terminate upon the earlier of: (i) issuance of the Certificate of Completion for the Phase I Project (or waiver thereof) and (ii) the Initial Project Lender's coming into title to the Property or any portion thereof pursuant to the terms of this Amended Agreement. The covenants contained in Section 10.6 and Section 14.5 shall remain in effect without limitation as to time; provided however, such covenants shall terminate upon the commencement of the Contingent Demolition Work if such work is performed pursuant to Section 12.A. The covenants contained in Section 10.5 and Section 14.3 shall terminate on the earlier of (i) the date that the Phase I Project no longer is required to provide Affordable Units in accordance with the Affordable Housing Ordinance and (ii) the Initial Project Lender's coming into title to the Property or any portion thereof pursuant to the terms of this Amended Agreement. The covenants contained in Section 14.4 shall remain in effect without limitation as to time unless (a) terminated upon the satisfaction of the conditions set forth in Section 8.B of the Subordination and Forbearance Agreement; (b) amended in connection with the City Council's approval of any Phase II Project as described in Section 9.1, or (c) in the case of Section 14.4(b), terminated in the event that the Developer purchases the Rectory Parcel from the City for its fair market value pursuant to Section 9.1 hereof.

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the performance by the Sponsor, the Developer and the City of their respective obligations under this Amended Agreement.

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Amended Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer, within twenty (20) days after the beginning of any such delay, submits to the Commissioner a written request for an extension which sets forth the basis for such request in reasonable detail.

The Sponsor shall not be considered in breach of its obligations under this Amended Agreement in the event of a delay due to unforeseeable causes beyond the Sponsor's control and without the Sponsor's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Sponsor, within twenty (20) days after the beginning of any

such delay, submits to the Commissioner a written request for an extension which sets forth the basis for such request in reasonable detail.

19.3 Cure. If the Sponsor or the Developer defaults in the performance of its obligations under this Amended Agreement, the Sponsor or the Developer, as applicable, shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Sponsor or the Developer, as applicable, promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Phase I Project or to persons using the Phase I Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e), (g), (h) and (j).

19.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Amended Agreement:

(a) The Sponsor or the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Amended Agreement, an Economic Disclosure Statement and Affidavit, or another document) that is not true and correct in any material respect.

(b) A petition is filed by or against the Sponsor or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to commence or complete the Phase I Project in accordance with the timelines outlined in Section 7 and Section 12 above, or the Developer abandons or substantially suspends construction of the Phase I Project.

(d) The Developer fails to timely pay real estate taxes or assessments affecting the Property or any part thereof when due (subject to the Developer's right to contest or appeal such taxes or assessments in accordance with applicable laws), or places thereon any encumbrance or lien unauthorized by this Amended Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Amended Agreement to attach to the Property unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Amended Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations.

(g) The Developer fails to satisfy the Phase I Closing Conditions by the Phase I Project Outside Closing Date.

(h) The Developer fails to take any actions required in connection with the Case (as defined below) pursuant to Section 31 hereof.

(i) The Sponsor or the Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Amended Agreement or any other written agreement entered into with the City with respect to the Phase 1 Project.

19.5 Prior to Closing. [Intentionally omitted, as the Property has been conveyed.]

19.6 After Closing.

If an Event of Default occurs prior to the issuance of the Certificate of Completion for the Phase 1 Project, and the default is not cured in the time period provided for in Section 19.3 above, the City may direct the Developer to carry out the Contingent Demolition Work at the Developer's sole cost and expense, terminate this Amended Agreement, and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City pursuant to the Property Reconveyance Deed (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of an authorized mortgage, and shall otherwise be subject to the terms and conditions of the Subordination and Forbearance Agreement entered into in connection with such mortgage. If the Property Reconveyance Deed is recorded by the City in accordance with this Amended Agreement, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period of time the Property was owned by the Developer, and shall cause the release of all mechanic's, tax and judgment liens or encumbrances of a fixed, ascertainable dollar amount (but expressly excluding any Authorized Mortgage) placed on the Property during the period of time the Property was owned by the Developer. The Developer will reasonably cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City.

A. If, following the City's issuance of the Certificate of Completion for the Phase 1 Project, an Event of Default occurs and is not cured in the time period provided for in Section 19.3, then the City may record the Rectory Parcel Reconveyance Deed, subject only to those title exceptions and environmental conditions that existed at the time the City or the CBC, as applicable, conveyed the Rectory Parcel to the Sponsor (or to the Developer, if applicable), and exercise any and all remedies available to it at

law or in equity, including, without limitation, the right to re-enter and take possession of the Rectory Parcel, terminate the estate in the Rectory Parcel conveyed to the Developer, and revest title to the Rectory Property in the City pursuant to the Rectory Parcel Reconveyance Deed (the "RF Right of Reverter"). If the Rectory Parcel Reconveyance Deed is recorded by the City in accordance with this Amended Agreement, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period of time the Rectory Parcel was owned by the Sponsor or the Developer, and shall cause the release of all mechanic's, tax and judgment liens or encumbrances of a fixed, ascertainable dollar amount (and expressly including any Authorized Mortgage) placed on the Rectory Parcel during the period of time the Rectory Parcel was owned by the Sponsor or the Developer. The Developer will reasonably cooperate with the City to ensure that if the City records the Rectory Parcel Reconveyance Deed, such recording is effective for purposes of transferring title to the Rectory Parcel to the City.

19.7 Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 19.6.A, and subject to the Subordination and Forbearance Agreement, the City may complete the Phase I Project or convey the Property (or a portion thereof) to a new developer who shall pay off the Initial Project Financing and assume the obligation of completing the Phase I Project or such other project or improvements as shall be satisfactory to DHED, and otherwise comply with the covenants that run with the land as specified in Section 18. The Developer covenants to reasonably cooperate with the City in the City's reacquisition of title pursuant to Section 19.6.A and remarketing of the Property pursuant to Section 19.7.

Upon the revesting in the City of title to the Rectory Parcel as provided in Section 19.6.A, the City, at its sole option, may release Rectory Parcel from any covenants running with the land and use such parcel for such purposes as the City determines.

19.8 Disposition of Resale Proceeds. If, after acquiring the Property pursuant to Section 19.6.A., the City sells the Property as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Amended Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(d) any expenditures made or obligations incurred with respect to construction or maintenance of the Phase I Project; and

(e) any other amounts owed to the City by the Sponsor or the Developer.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Sponsor and the Developer each represent and warrant that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Sponsor or the Developer, this Amended Agreement, the Property or the Phase I Project, nor shall any such agent, official or employee participate in any decision relating to this Amended Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Sponsor or 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 Sponsor or the Developer or any successor of the Sponsor or the Developer or with respect to any commitment or obligation of the City under the terms of this Amended Agreement.

SECTION 21. INDEMNIFICATION.

The Sponsor and the Developer each agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Sponsor or the Developer to perform its obligations under this Amended Agreement; (b) the failure of the Sponsor or the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Sponsor or the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Phase I Project; (c) any misrepresentation or omission made by the Sponsor, the Developer or any Agent; (d) the failure of the Sponsor or the Developer to redress any misrepresentations or omissions in this Amended Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Sponsor, the Developer or any Agent on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Amended Agreement (regardless of the reason for such termination).

SECTION 22. INSPECTION; CONDITION OF PROPERTY AT CLOSING.

22.1 "As is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Sponsor agrees to accept the Property in its "as is," "where is" and "with all faults" condition.

22.2 Right of Entry. [Intentionally Omitted.]

22.3 Additional Indemnity. The Sponsor and the Developer waive and release, and indemnify the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Property prior to the date that the City acquired title to the Property pursuant to any Reconveyance Deed, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer and the Sponsor acknowledge that, in acquiring title to the Property, the Sponsor is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Sponsor and the Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer and the Sponsor deem appropriate to evaluate fairly the structural, physical and environmental condition and risks of the Property. If, after the Closing, the structural, physical and environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Sponsor's and the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Sponsor and the Developer each agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Sponsor or the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Phase I Project or the occupation of the Property:

(a) The Sponsor, the Developer and any Employer shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Sponsor, the Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related

matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor, the Developer and each Employer agree 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 Sponsor, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Sponsor, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Phase 1 Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Sponsor, the Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) The Sponsor and the Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Sponsor, the Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Phase 1 Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Phase 1 Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent), provided, however, that in addition to complying

with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Phase 1 Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DHED in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DHED, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DHED, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 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 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Amended Agreement.

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Phase I Project.

23.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Phase I Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Phase I Project, at least 24% of the aggregate hard construction costs and architectural/engineering costs shall be expended for contract participation by minority-owned businesses and at least 4% of the aggregate hard construction costs and architectural/engineering costs, as set forth in Exhibit G hereto (the "Phase I Project MBE/WBE Budget") shall be expended for contract participation by women-owned businesses. During the course of construction of the Phase I Project at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 4% of the

aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

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

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Phase I Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Phase I Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Phase I Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Phase I Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Phase I Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DHED.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Phase I Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Phase I Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Phase I Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Phase I Project for at least five (5) years after completion of the Phase I Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Phase I Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Phase I Project Closing Date (or such actual financing closing), the Developer, the Developer's general contractor and all major subcontractors (if any) shall meet with DHED monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Phase I Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Phase I Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that

the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default in addition to any other remedies provided in this Amended Agreement, the City may (x) issue a written demand to the Developer to halt construction of the Phase I Project, (y) withhold any further payment of any City funds (if any) to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24 REPRESENTATIONS AND WARRANTIES

24.1 Representations and Warranties of the Developer and the Sponsor

A To induce the City to execute this Amended Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Amended Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Developer is a limited liability company duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and that the person signing this Amended Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Amended Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under the Developer's operating agreement or any agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.

(d) To the best of the Developer's knowledge, except for the Case (as defined below) described in Section 31 below, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Phase I Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and

environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

B. To induce the City to execute this Amended Agreement and perform its obligations hereunder, the Sponsor hereby represents and warrants to the City that as of the date of this Amended Agreement and as of the Closing Date the following shall be true and correct in all respects:

1) The Sponsor is a not for profit corporation duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire and reconvey the Property to the Developer, and that the person signing this Amended Agreement on behalf of the Sponsor has the authority to do so.

2) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Sponsor (and any legal entity holding an interest in the Sponsor) are true, accurate and complete.

3) The Sponsor's execution, delivery and performance of this Amended Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under the Sponsor's by-laws or any agreement to which the Sponsor, or any party affiliated with the Sponsor, is a party or by which the Sponsor or the Property is bound.

4) To the best of the Sponsor's knowledge, except for the Case described in Section 31 below, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Sponsor, or any party affiliated with the Sponsor, and the Sponsor knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Sponsor to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Sponsor.

5) To the best of the Sponsor's knowledge, the Phase I Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

24.2 Representations and Warranties of the City. To induce the Sponsor and the Developer to execute this Amended Agreement and perform their obligations hereunder, the City hereby represents and warrants to the Sponsor and the Developer that the City has authority under its home rule powers to execute and deliver this Amended Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Amended

Agreement are true as of the date of this Amended Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to the City:	City of Chicago Department of Economic Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner Fax: 312-744-5826
With a copy to	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division Fax: 312-744-8568
If to the Sponsor:	St. Boniface Senior Living Foundation 619 Enterprise Drive, Suite 202 Oak Brook, Illinois 60523 Fax: 630-990-1405
If to the Developer:	St. Boniface Senior Living, LLC 619 Enterprise Drive, Suite 202 Oak Brook, Illinois 60523 Fax: 630-990-1405
With a copy to:	Bridget O'Keefe Daspin & Aument LLP 227 West Monroe Street, Suite 3500 Chicago, Illinois 60606 Fax: 312-258-1955

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to

5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Sponsor and the Developer each acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Amended 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 Amended Agreement shall be grounds for termination of this Amended Agreement and the transactions contemplated hereby. The Sponsor and the Developer each hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Amended Agreement or the transactions contemplated hereby.

SECTION 27. PATRIOT ACT CERTIFICATION.

The Sponsor and the Developer each represents and warrants that neither the Sponsor, the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the 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 Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Sponsor or the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Sponsor or the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 28 PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 2011-4.

28.1 The Sponsor and the Developer each agrees that the Sponsor, the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Sponsor or the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Sponsor's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Amended Agreement) and the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Amended Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Sponsor, the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Amended Agreement by the Sponsor and the Developer, (b) while this Amended Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Amended Agreement or any Other Contract, or (d) during any period while an extension of this Amended Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

28.2 The Sponsor and the Developer each represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Sponsor or the Developer approached the City, as applicable, regarding the formulation of this Amended Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

28.3 The Sponsor and the Developer each 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.

28.4 The Sponsor and the Developer each agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

28.5 Notwithstanding anything to the contrary contained herein, the Sponsor and the Developer each agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Amended 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

Amended Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

28.6 If the Sponsor or the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Amended Agreement.

28.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Sponsor or the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) 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

(v) 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) 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.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 29. MISCELLANEOUS.

The following general provisions govern this Amended Agreement:

29.1 Counterparts. This Amended Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

29.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

29.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

29.4 Entire Agreement; Modification. The Original Agreement, the First Amendment, the Second Amendment, and this Amended Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Amended Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Amended Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefitted by such term. To the extent the terms of this Agreement expressly conflict with or otherwise supersede any term or condition in the Original Agreement, the First Amendment, or the Second Amendment (e.g., by eliminating the Initial Project, by extending a date, redefining the Phase I Project, or the like), this Amended Agreement shall govern and control.

29.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Amended Agreement.

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

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

29.8 No Merger. The terms of this Amended Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Amended Agreement.

29.9 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer or the Sponsor, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

29.10 Severability. If any term of this Amended Agreement or any application thereof is held invalid or unenforceable, the remainder of this Amended Agreement shall be construed as if such invalid part were never included herein and this Amended Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

29.11 Successors and Assigns. Except as otherwise provided in this Amended Agreement, the terms and conditions of this Amended Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 30. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by the Developer, the Sponsor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Amended Agreement and the transactions contemplated thereby. The Developer and the Sponsor shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

SECTION 31. BUILDING CODE VIOLATIONS.

Not later than November 21, 2012, the Developer shall seek entry, and the applicable court shall have issued, a consent decree relating to Circuit Court of Cook County, Municipal Division, case number 08 M1 400688 (the "Case"), which (a) sets forth a schedule for the repairs or demolition the Developer will perform or cause to be performed for the purpose of remedying the code violations set forth by the City in the Case and (b) has been approved by the City. The Developer shall diligently pursue: (i) negotiations with the City regarding the terms of the consent decree and (ii) a motion to enter the to-be-negotiated consent decree.

SECTION 32. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 and Chapter 2-56, respectively, of the Municipal Code of Chicago. The Developer and the Sponsor understand and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

SECTION 33. SHAKMAN

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Developer and Sponsor (each referred to in this Section 33 as a "Consultant") are aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by consultant under this Amended Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Amended Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Amended Agreement, or offer employment to any individual to provide services under this Amended Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Amended Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section clause (ii) above, or advocating a violation of clause (iii) above,

Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Consultant will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development and its Department of Fleet and Facility Management

By: _____
Andrew J. Mooney
Commissioner
Department of
Housing and Economic Development

By: _____
David Reynolds
Commissioner
Department of Fleet and Facility Management

ST. BONIFACE SENIOR LIVING, LLC,
an Illinois limited liability company

By: INSTITUTIONAL PROJECT MANAGEMENT, LLC,
an Illinois limited liability company
and its managing member

By: _____
Name: _____
Its: _____

ST. BONIFACE SENIOR LIVING FOUNDATION,
an Illinois not-for-profit corporation

By:_____
Name _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, the Commissioner of the Department of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ___ day of _____, 2012.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Reynolds, the Commissioner of the Department of Fleet and Facility Management of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ___ day of _____, 2012.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of Institutional Project Management, LLC, an Illinois limited liability company, which is the managing member of St. Boniface Senior Living, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said companies, as her/his free and voluntary act and as the free and voluntary act and deed of said companies, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2012.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of St. Boniface Senior Foundation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said corporation, as her/his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _ _ day of _____, 2012.

_____
NOTARY PUBLIC

[(Sub)Exhibits "E" and "G" referred to in this Amended and Restated Agreement with St. Boniface Senior Living Foundation and St. Boniface Senior Living LLC for the Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Amended and Restated Agreement with St. Boniface Senior Living Foundation and St. Boniface Senior Living LLC constitutes Exhibit "A" to ordinance and printed on pages 35175 through 35177 of this *Journal*.]

[(Sub)Exhibit "F" referred to in this Amended and Restated Agreement with St. Boniface Senior Living Foundation and St. Boniface Senior Living LLC for the Sale and Redevelopment of Land printed on pages 35224 through 35234 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Amended and Restated Agreement with St. Boniface Senior Living Foundation and St Boniface Senior Living LLC for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "B".
(To Amended And Restated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Phase I Project.

Project Narrative.

Phase I Project:

The Developer shall develop the historic church as affordable senior housing ("Facility"), containing fifty-six (56) independent living units (6 two-bedroom units, 39 one-bedroom units and 11 studio units) for seniors aged 62 years old or older. All fifty-six (56) units shall be leased to tenants whose household incomes, adjusted for family size, do not exceed sixty percent (60%) of the AMI, as determined by HUD and at a price that does not exceed the maximum affordable rent, adjusted for bedroom size and utilities, at sixty percent (60%) of the AMI, for the current year as determined by HUD. The Facility will have amenities for residents, including a warming kitchen and dining room, a lounge, common rooms and offices (see more details below.) There will be thirty (30) on-site, outdoor parking spaces located east of the Facility. The Significant Features, as defined in (Sub)Exhibit C hereto, will be preserved, rehabilitated and incorporated into the new construction per the plans in (Sub)Exhibit E.

All contractors doing work on the Significant Features must be approved by the City. The Facility will comply with the City of Chicago's Sustainable Design Matrix. The Developer estimates that the Phase I Project will create 35 to 50 temporary construction jobs and approximately 5 to 6 permanent jobs at the Facility. The Developer shall review the feasibility of re-using the St. Boniface school portico entrance facade in the project should donor funding become available, taking into account cost, design implications and potential impact on program and parking. If, based on the foregoing factors, the Developer determines that it is feasible to incorporate such facade into the Project, then the Developer shall submit to HED for approval amended Design Development Drawings that depict the proposed use of the school portico entrance facade.

Future Expansion:

Within five (5) years of the effective date of this Amendment and subject to the terms of Section 9.1 contained therein, the Developer will use commercially reasonable efforts to develop fifty-four (54) units of senior housing on the Vacant Lot and/or Rectory Parcel. The number of on-site parking spaces will increase to a total of thirty-eight (38) off-street parking spaces.

Service Plan Narrative.

Services/Activities.

St. Boniface Senior Living operational concept plan has been designed to mirror programs, activities and services currently available at facilities operated by Carefree Management LLC. Services available to residents will include a free continental breakfast five days per week, grocery delivery, pharmacy delivery, a book exchange program, weekly housekeeping and a wide range of senior oriented programmed activities.

Activities will be designed to promote resident involvement and will include: exercise classes, potluck dinners, bingo and cards, day trips to various points of interest, craft classes, travel films, and other "fun" type of group activities.

In addition to the "no charge" continental breakfast, an optional meal program will be available on a per-meal basis. Meals would be prepared by an outside food service provider and catered to the project. The meals would be served restaurant style in the central dining area. The catering option enables us to avoid the initial costs of a kitchen and the ongoing costs of a chef and related staff.

All services and activities will be coordinated and designed to complement and support the many services and activities already available to area seniors through neighborhood groups and senior support organizations.

Special Needs And Frail Elderly -- Service Summary.

The project will engage the services of DK Health Care Services, Inc.. DK Health Care will provide applicants and, once admitted, project residents a program that will assess and continually monitor residents to ensure their mental and physical needs are being met. Assessments will include the following:

-- mental status

-- social well-being

-- emotional well-being

-- physical well-being

-- general medical condition

-- nutritional status

DK Health Care Services will provide qualified health professionals to support residents in those areas where an assessment has determined that assistance and/or therapy and health support are required.

Skilled nursing care and home health aide services will be made available to residents who experience a short-term health problem. The intent is to aid our residents in returning to an active and independent life-style.

(Sub)Exhibit "C".
(To Amended And Restated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Significant Features.

The "Significant Features" are defined as:

1. The two west towers (four exterior facades each but not including church bells) including tile roofs (as seen in pages C-1 and C-2 of this (Sub)Exhibit C);

2. The wall with gabled front between the west towers (as seen in pages C-1 and C-2 of this (Sub)Exhibit C);

3. The walls forming the southwest entrance to the existing Rectory (as seen in pages C-1 and C-2 of this (Sub)Exhibit C);

4. The two south towers (four exterior facades each but not including church bells) including tile roof (as seen in pages C-2 and C-3 of this (Sub)Exhibit C);

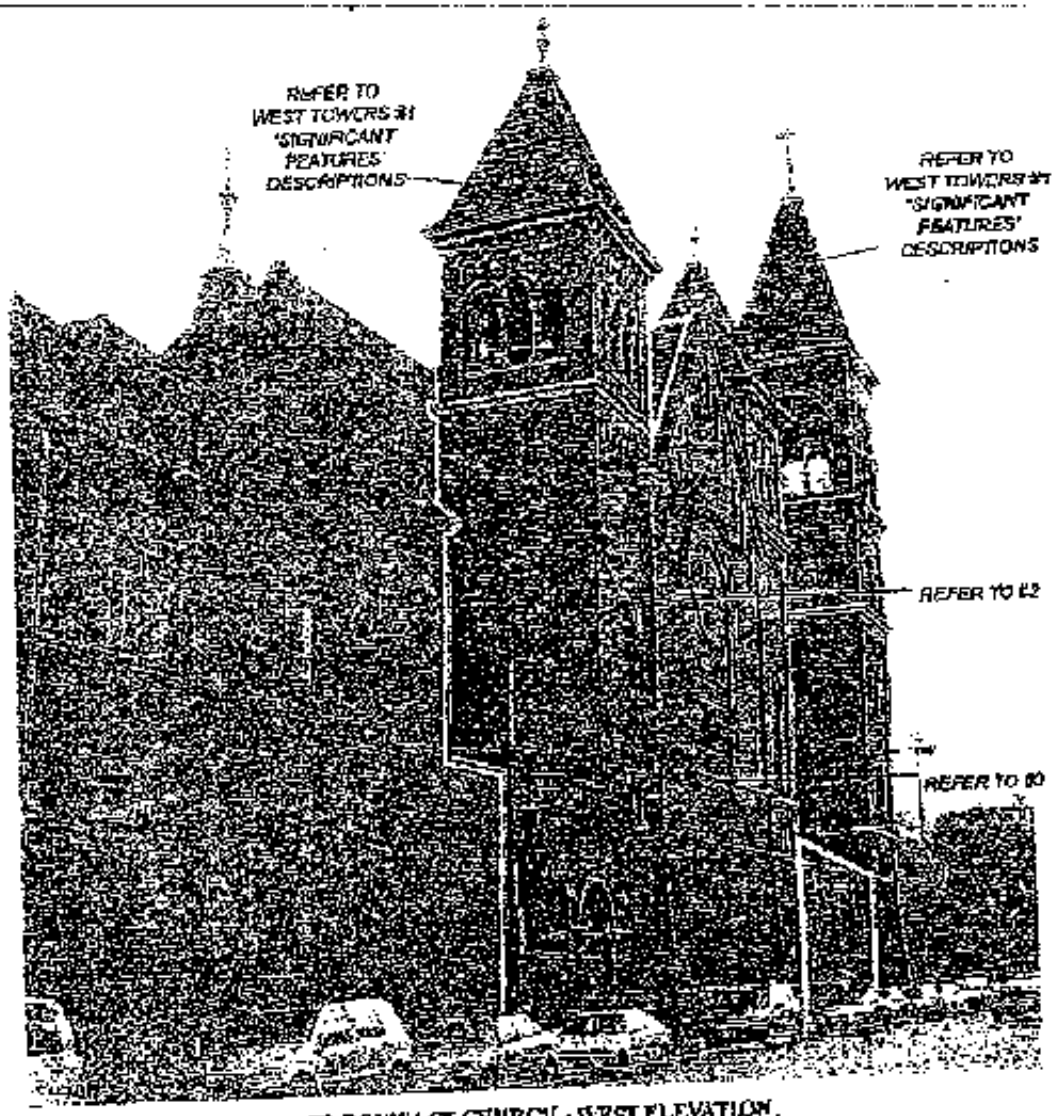
5. The rose window wall with gabled front between the south towers (as seen in pages C-2 and C-3 of this (Sub)Exhibit C); and

6. The southeast stair exterior envelope structure including tile roof (as seen in page C-3 of this (Sub)Exhibit C).

The "Significant Features" are illustrated on pages C-1, C-2 and C-3 of this (Sub)Exhibit C.

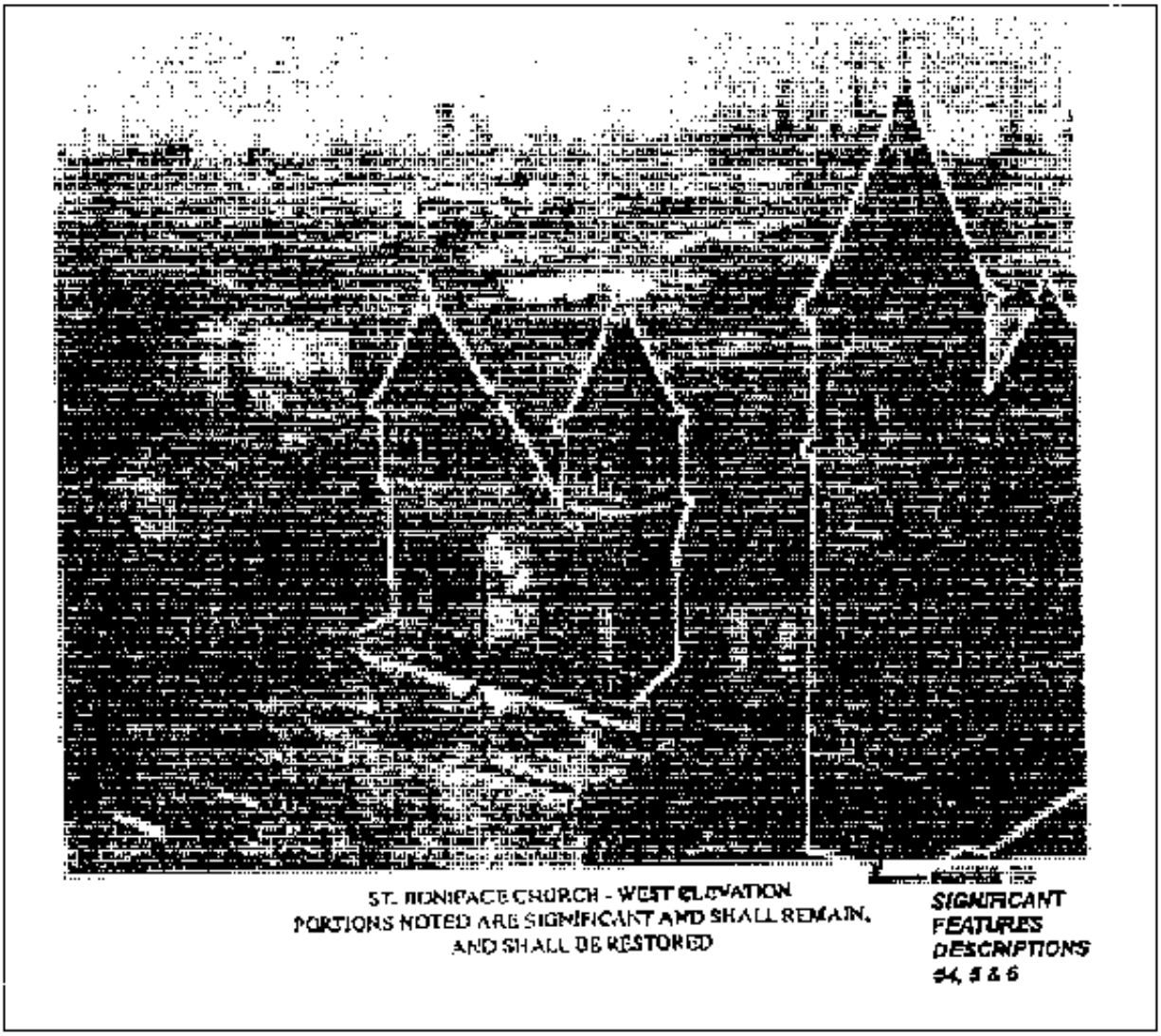
[Pages C-1, C-2 and C-3 referred to in these Significant Features printed on pages 35219 through 35221 of this *Journal*.]

Page C-1.
(To Significant Features)



ST. BONIFACE CHURCH - WEST ELEVATION.
PORTIONS NOTED 1, 2 & 3 ARE SIGNIFICANT AND SHALL REMAIN, AND SHALL BE RESTORED

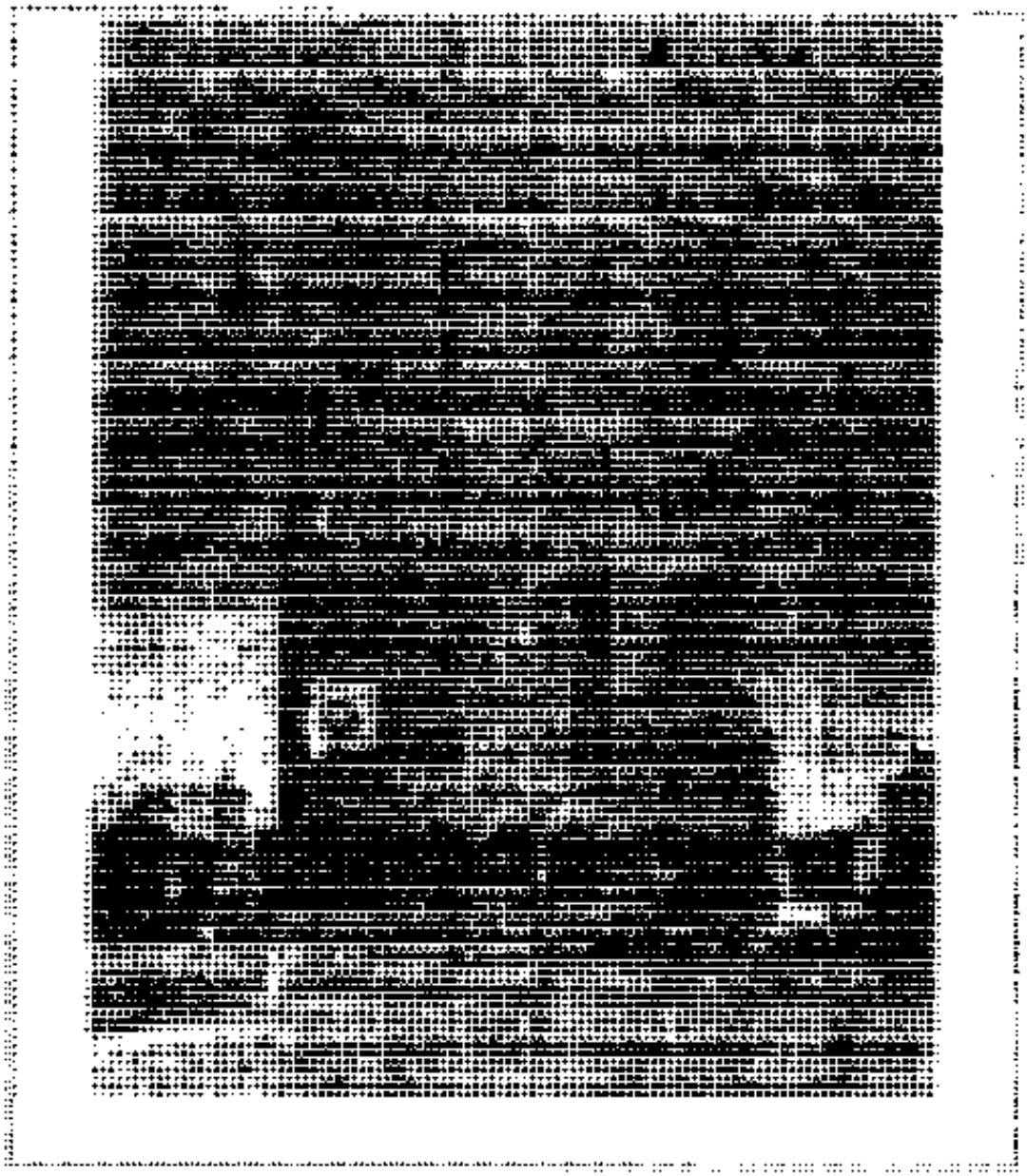
Page C-2.
(To Significant Features)



ST. BONIFACE CHURCH - WEST ELEVATION
PORTIONS NOTED ARE SIGNIFICANT AND SHALL REMAIN,
AND SHALL BE RESTORED

SIGNIFICANT FEATURES DESCRIPTIONS #4, 5 & 6

Page C-3.
(To Significant Features)



(Sub)Exhibit "D".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Preliminary Budget.

August 16, 2012

St. Boniface 9% Financing Summary.

Units		56
Rent Levels		60%
LIHTC Award (9%)	$	1,290,000
Price Per Credit		0.96
State Donation Credit		2,475,000
Price Per Credit		0.84

Sources Of Funds.		Status
First Mortgage Risk Share (IHDA)	$ 2,250,000.00	Applied for -- July 30, 2012*
HED Grant	1,000,000.00	Conditional Commitment -- July 26, 2012*
IHDA State TC -- Land	2,079,000.00	Applied for -- July 30, 2012*
IHDA LIHTC Award	12,384,000.00	Applied for -- July 30, 2012*
Dev. Fee	545,335.00	Applied for -- July 30, 2012*
Total Sources	$18,258,335.00	

Uses Of Funds

Land Acquisition	$	2.00
Legal Acquisition -- Zoning		450,000.00

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* IHDA decision expected by November 30, 2012.

Holding Costs	$ 365,000.00
Site Work and Stabilization	1,006,620.00
Construction**	12,037,313.00
FF&E	110,000.00
Architectural	650,000.00
Civil	145,000.00
Soft Costs***	539,000.00
Financing Costs	566,500.00
Construction Bridge and Service	275,000.00
Partnership Org. and Legal	90,000.00
Escrow Reserves	373,900.00
Realized Developer Fee	1,104,365.00
Deferred Developer Fee	545,335.00
Total Uses:	$18,258,335.00
Realized Developer Fee	0.00
Total Cash Sources:	$18,258,335.00
Excess (Shortage)	0.00

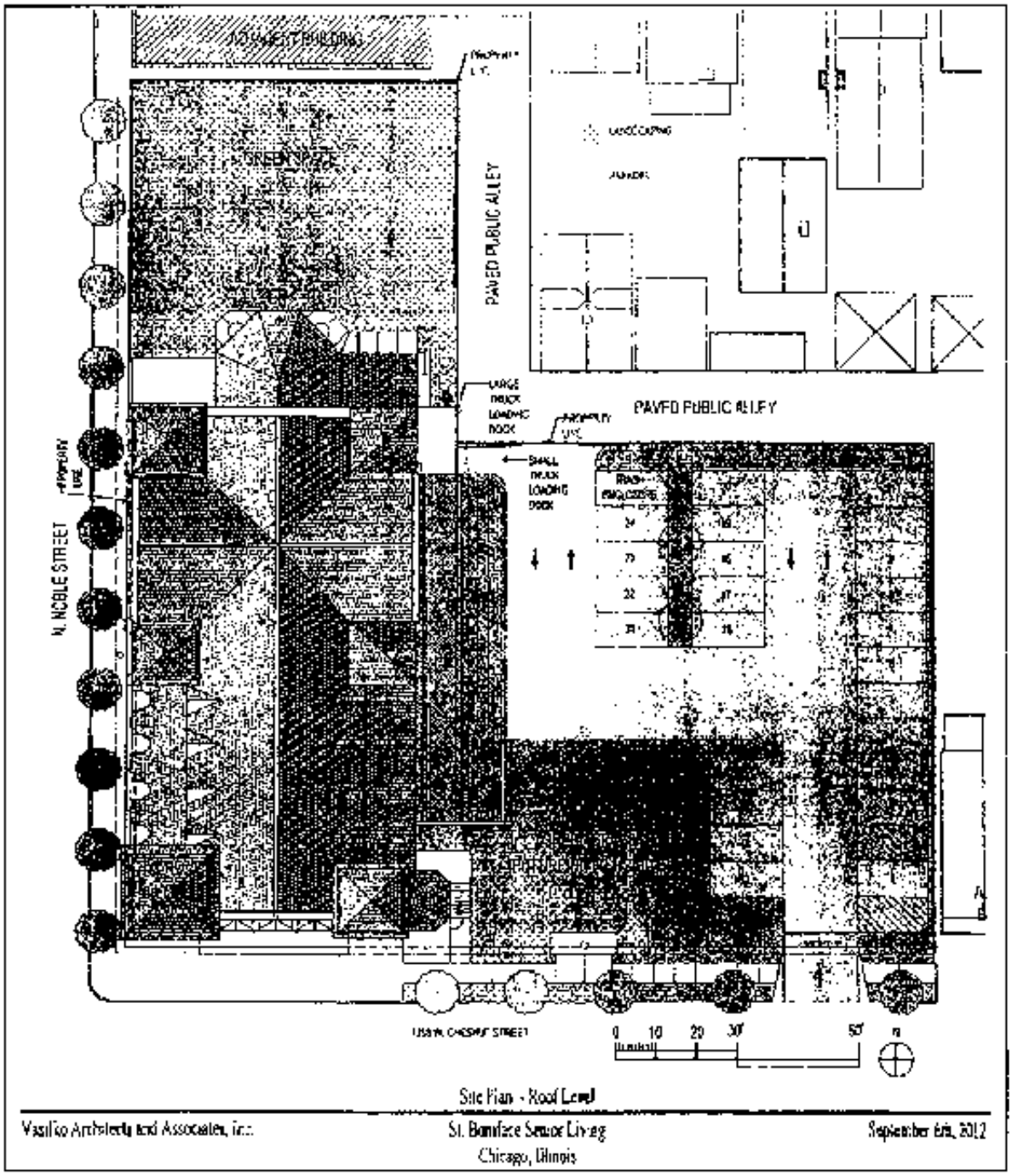
Comments to Sources and Uses Summary:

** Construction costs shown are based on bids received from General Contractors knowledgeable with City of Chicago construction codes and MBE/WBE compliance requirements.

*** Soft costs shown are based on application funding estimates for projects financed through the Low-Income Housing Tax Credit Program and other Illinois Housing Development Authority funding programs.

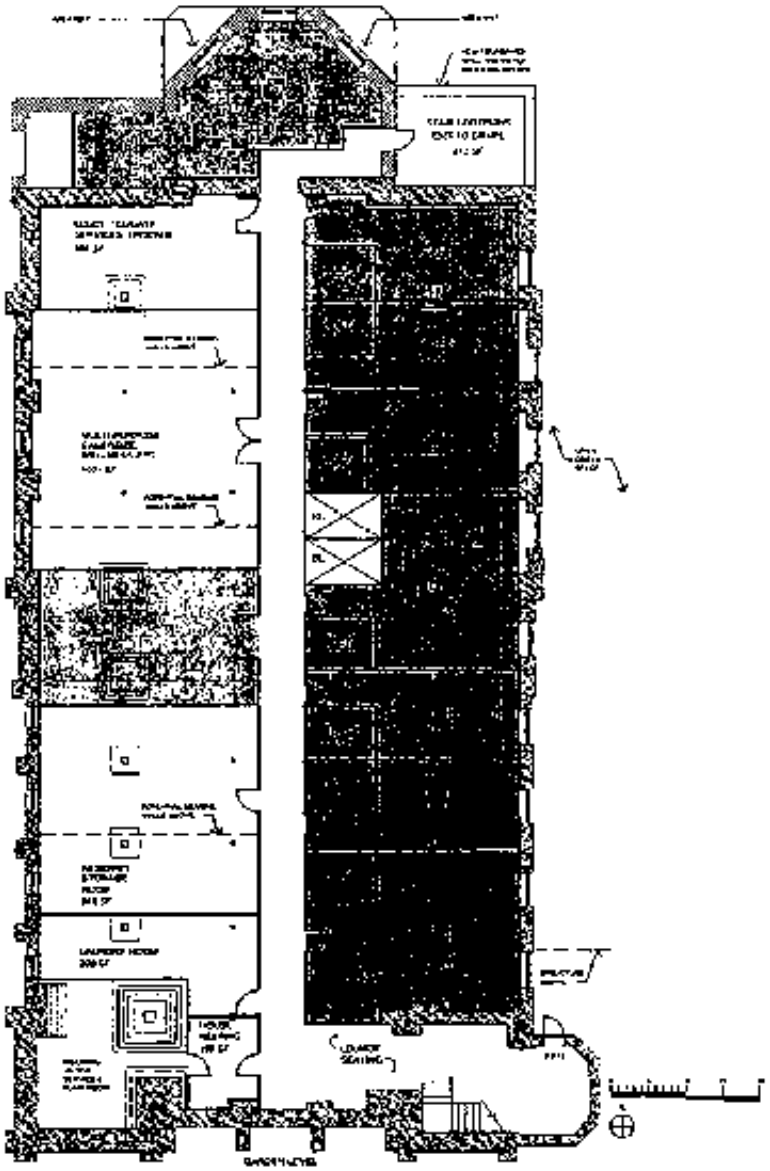
(Sub)Exhibit "I".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 1 of 11)



(Sub)Exhibit "F".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 2 of 11)

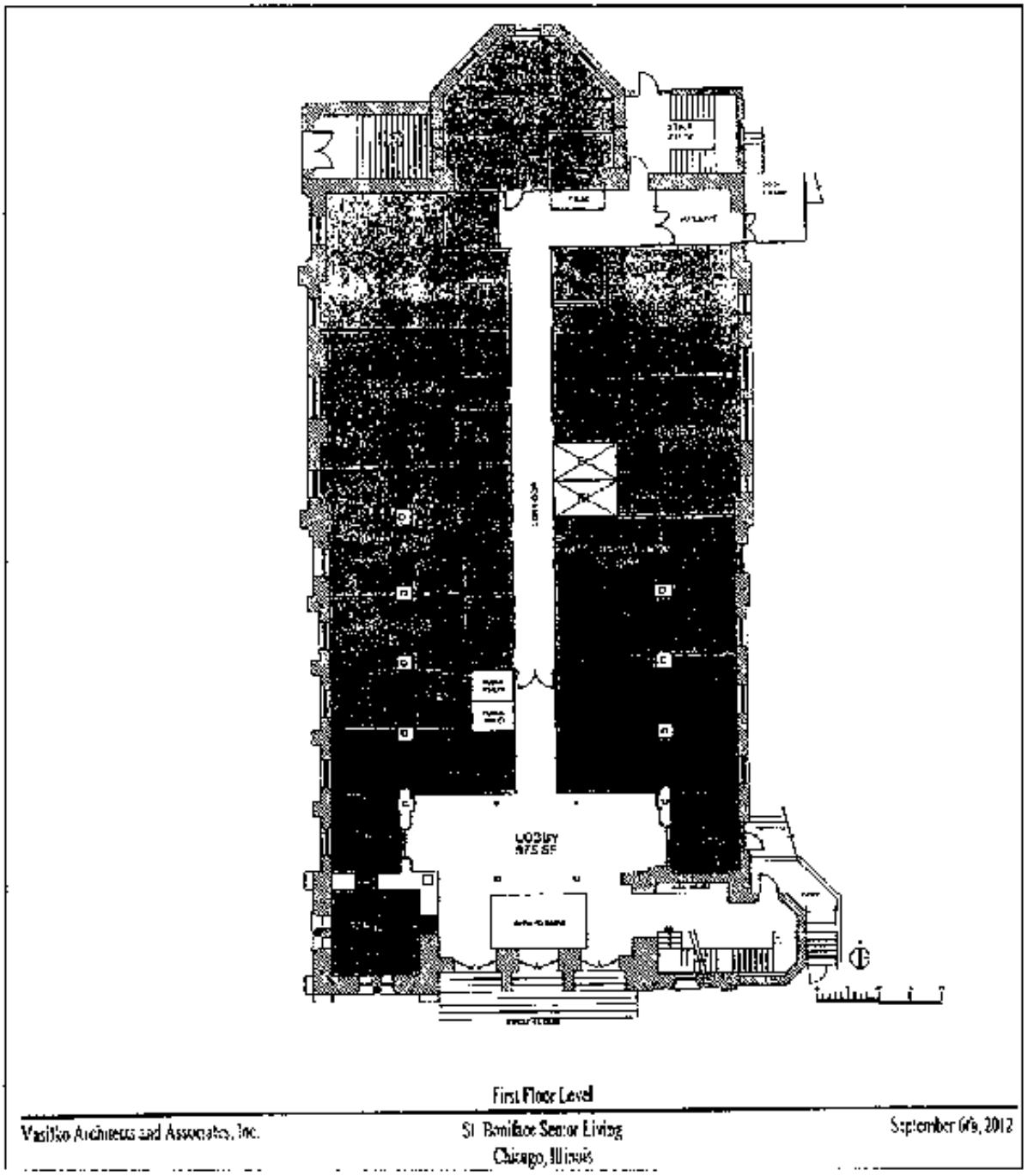


Garden Level

Vasilko Architects and Associates, Inc | St. Boniface Senior Living, Chicago, Illinois | September 6th, 2012

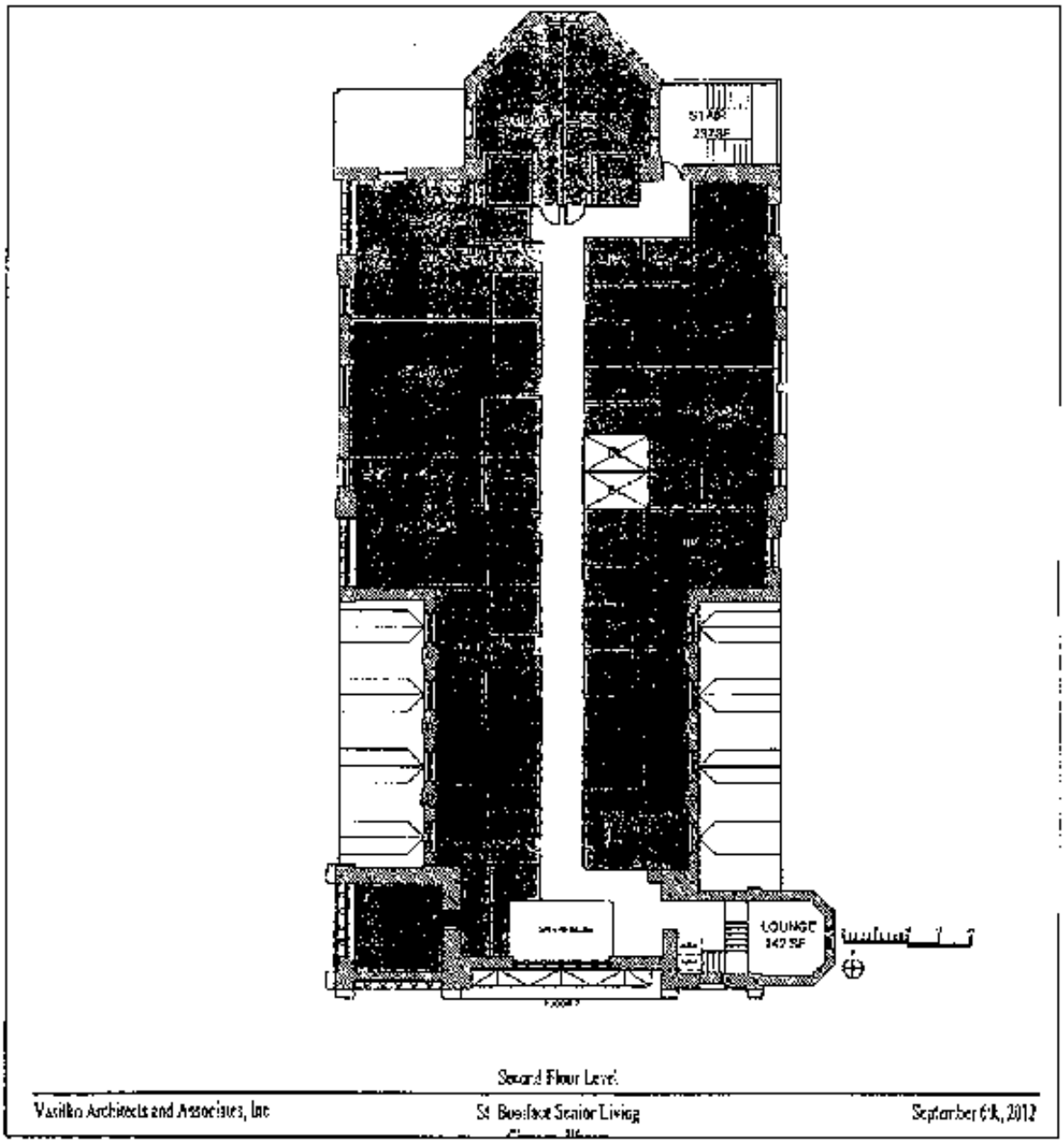
(Sub)Exhibit "C".
((To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 3 of 11)



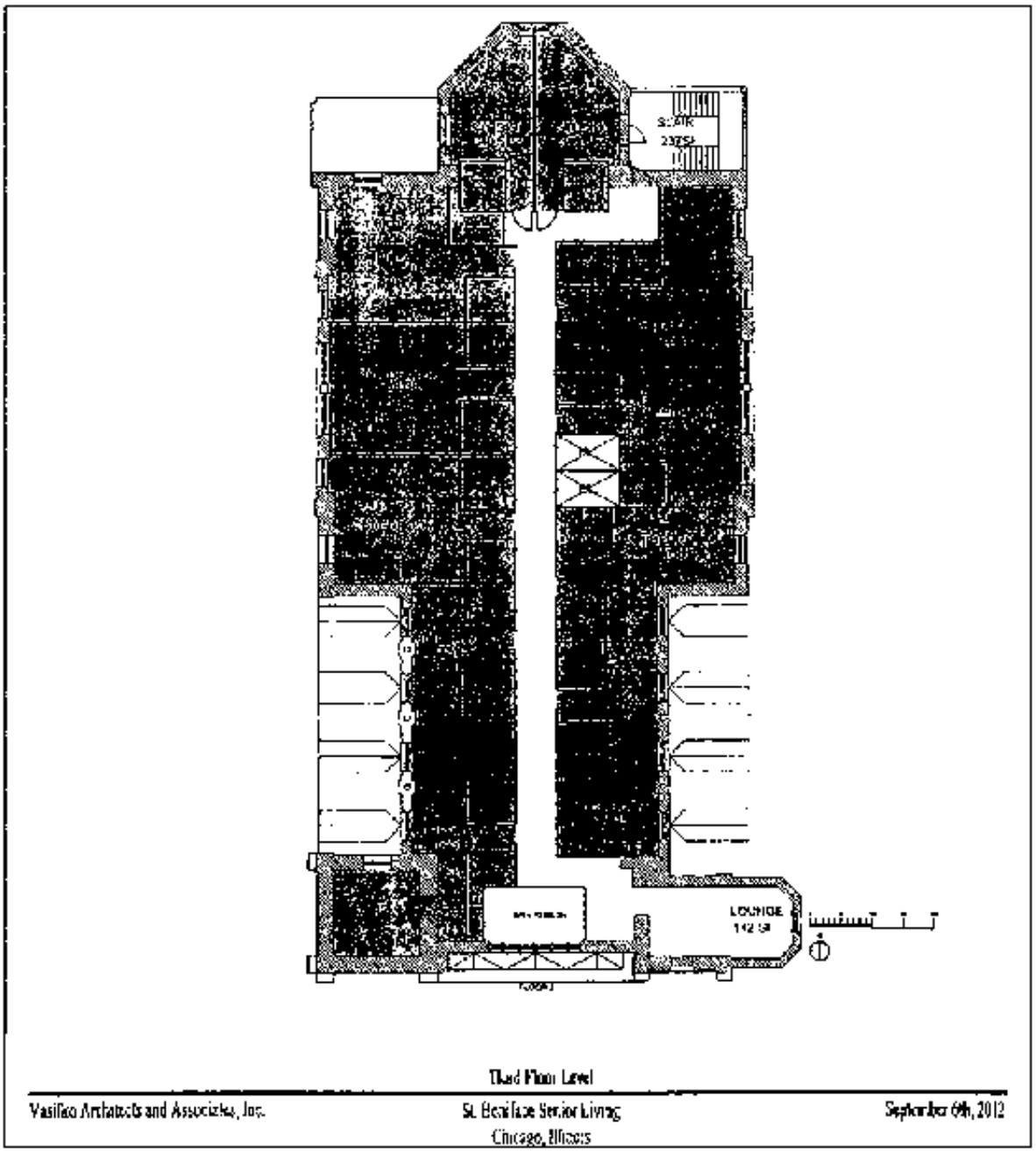
(Sub)Exhibit "F".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 4 of 11)



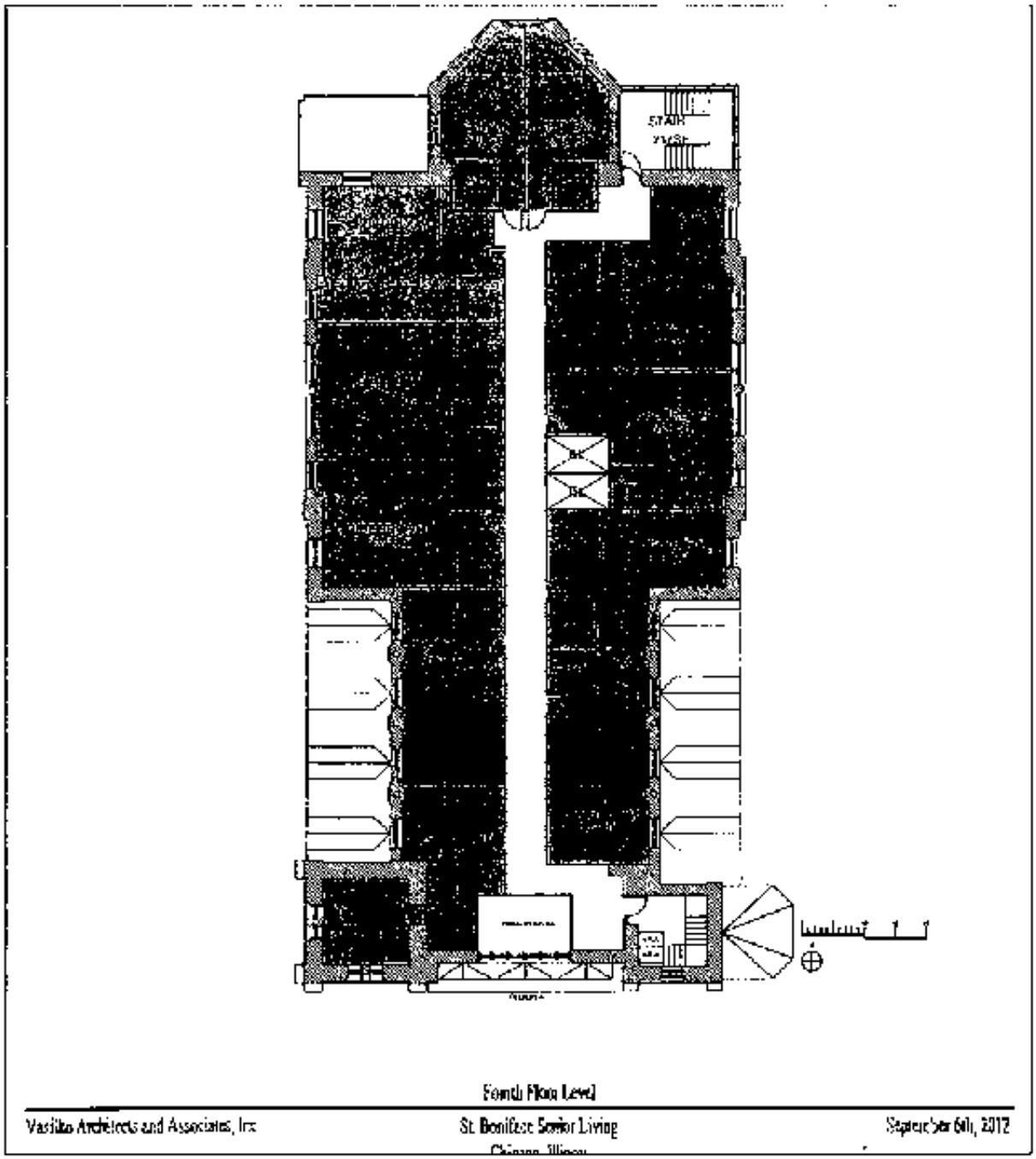
(Sub)Exhibit "F".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 5 of 11)



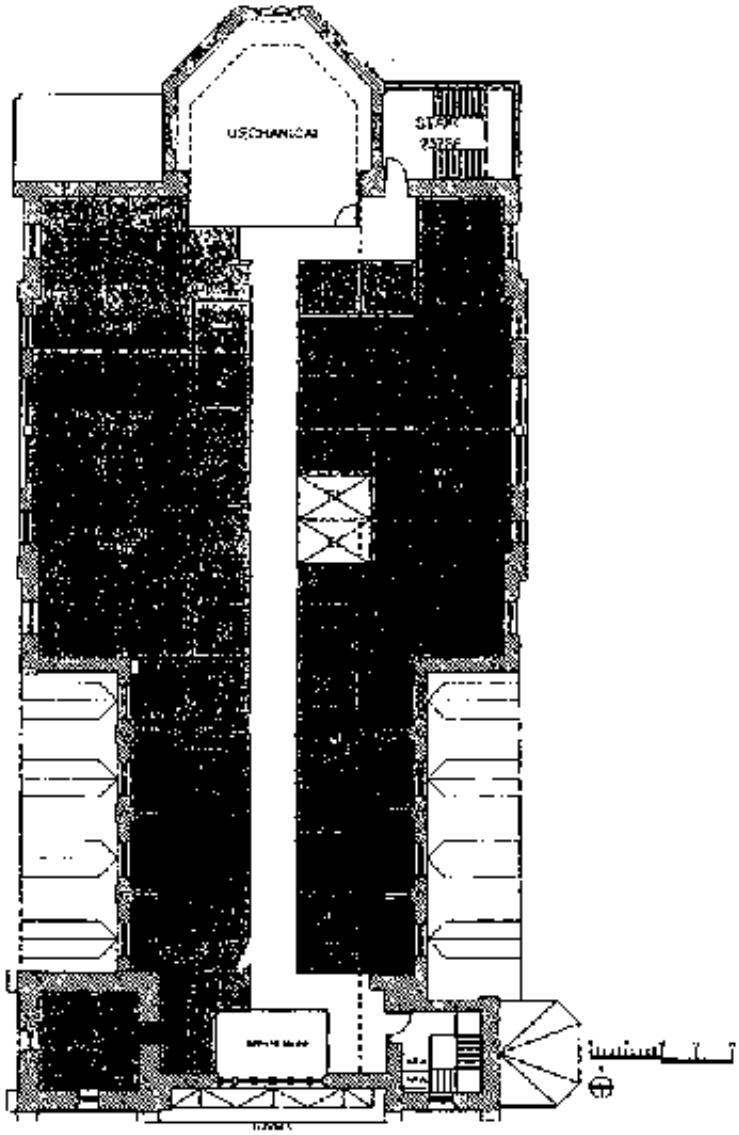
(Sub)Exhibit "F".
(To Amended And Stated Agreement With: St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 6 of 11)



(Sub)Exhibit "F".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 7 of 11)

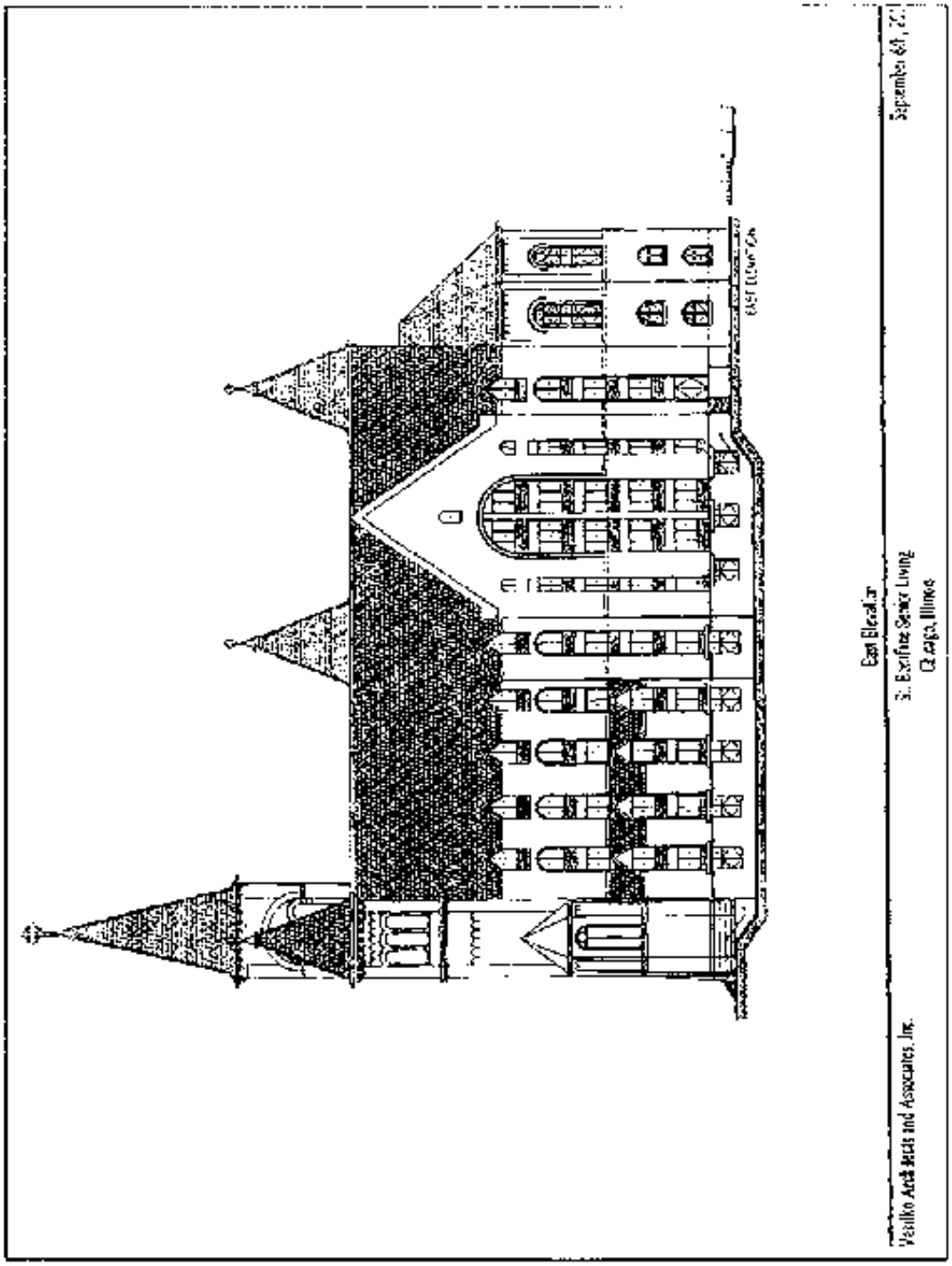


Fifth Floor Level

Vasilko Architects and Associates, Inc St. Boniface Senior Living Chicago, Illinois September 6th, 2012

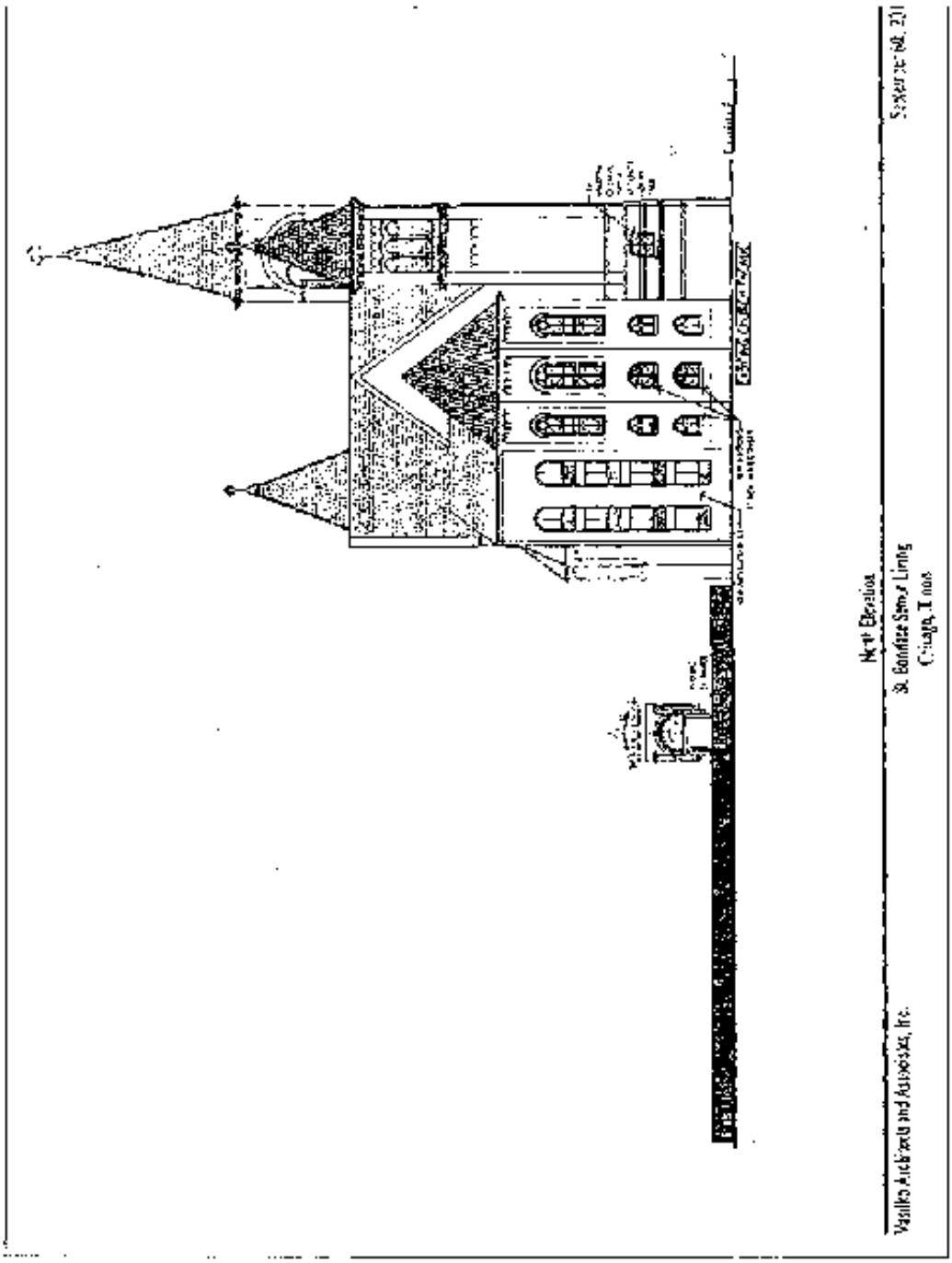
(Sub)Exhibit "F".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 8 of 11)



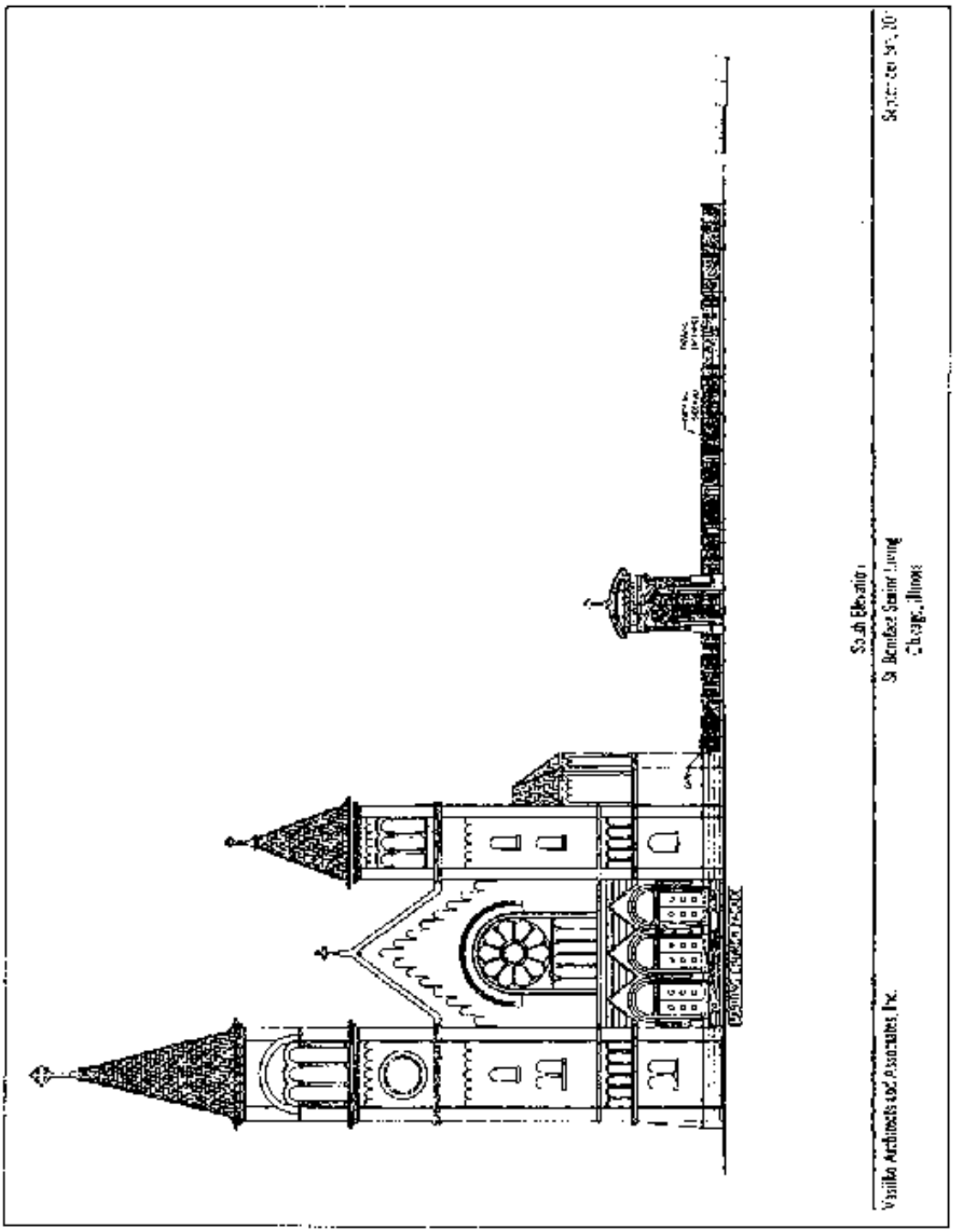
(Sub)Exhibit "F".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 9 of 11)



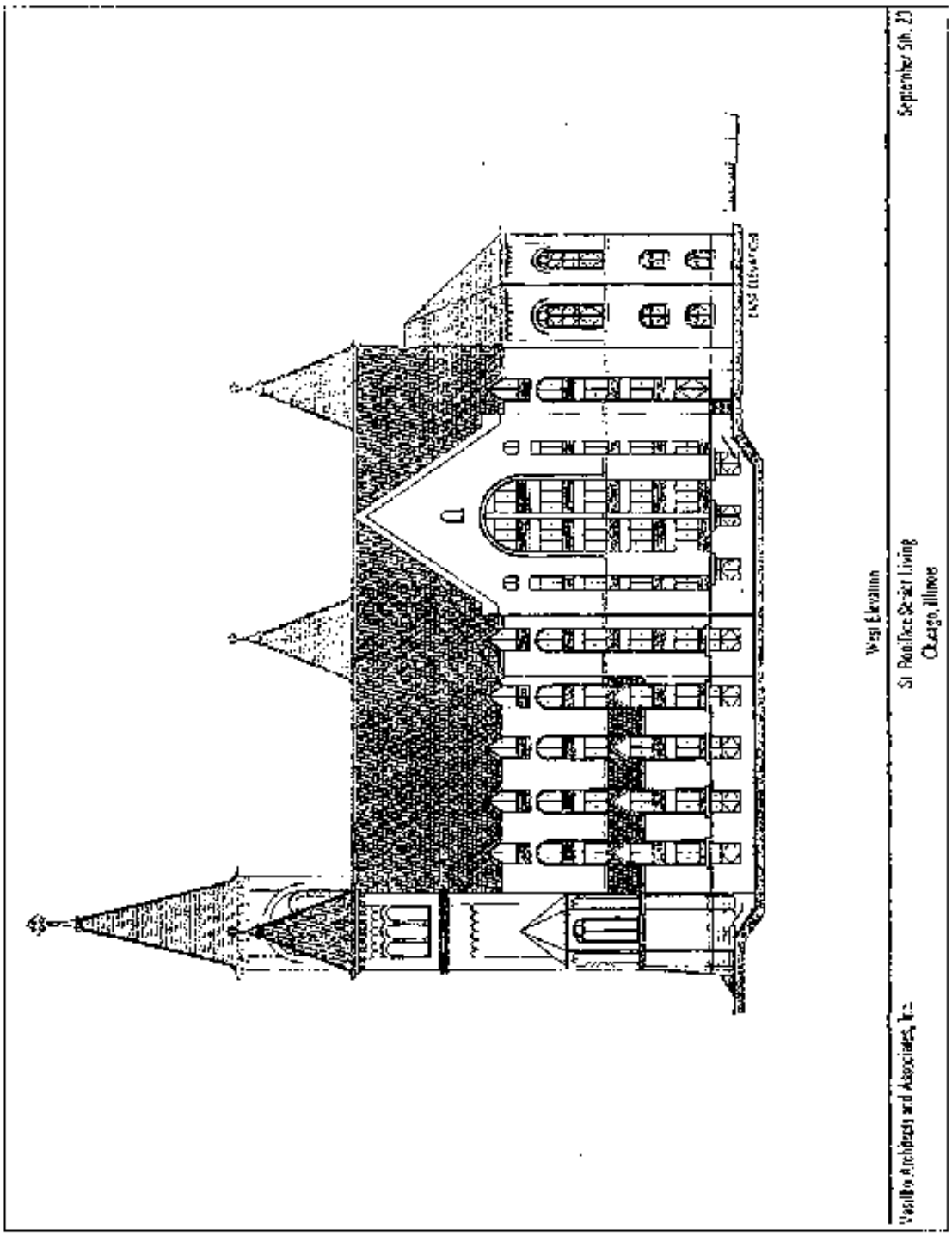
(Sub)Exhibit "F".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 10 of 11)



(Sub)Exhibit "F".
(To Amended And Stated Agreement With St. Boniface Senior Living Foundation And St. Boniface Senior Living LLC For Sale And Redevelopment Of Land)

Schematic Design Drawings.
(Page 11 of 11)



AGREEMENT WITH BT-DIPLOMAT, LLC AND THE THRESHOLDS FOR SALE AND REDEVELOPMENT OF CITY-OWNED PROPERTY AT 3208 N. SHEFFIELD AVE.
[O2012-5710]

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

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing and Economic Development authorizing the sale of City-owned property located at 3208 North Sheffield Avenue (44th Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found

and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

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

WHEREAS, The City is the owner of an approximately 9,412 square foot parcel of real property currently improved with a vacant "single-room occupancy" four story building with basement, which has a gross building area of approximately 31,005 square feet, and which is commonly known as 3208 North Sheffield Avenue, Chicago, Illinois, 60657 (the "Property"), and which is legally described on Exhibit A attached hereto; and

WHEREAS, On February 8, 2011, by Resolution Number 11-CDC-06, the Community Development Commission (the "CDC"), authorized the City's Department of Housing and Economic Development ("DHED") to advertise and issue a Request for Proposals ("RFP") for the sale and redevelopment of the Property for a permanent affordable supportive housing development; and

WHEREAS, The advertisement appeared in the February 14, 21 and 28, 2011, issues of the *Chicago Sun-Times* and the RFP documents were made available to the public beginning February 14, 2011; and

WHEREAS, DHED received seven proposals by April 4, 2011, the deadline for submission of responses to the RFP; and

WHEREAS, The Thresholds is an Illinois not-for-profit corporation ("Sponsor") whose principal place of business is located at 4101 North Ravenswood Avenue, Chicago, Illinois 60613; and

WHEREAS, BT-Diplomat, LLC, is an Illinois limited liability company ("Developer"), whose principal place of business is located at 666 Dundee Road, Room 1102, Northbrook, Illinois, 60062; and

WHEREAS, Sponsor submitted the proposal which best satisfies the goals and objectives of the RFP and desires to purchase the Property from the City, for immediate reconveyance to the Developer, to develop thereon fifty-one (51) single-room occupancy units of permanent affordable supportive housing to individuals at risk of homelessness and with mental illness (the "Project"); and

WHEREAS, By Resolution Number 12-CDC-29, adopted on August 14, 2012, the CDC recommended that the Property be conveyed to Sponsor for immediate reconveyance of the Property to the Developer for the Project and that DHED be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project, and to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property; and

WHEREAS, The Property's appraised fair market value is One Million Seven Hundred Eighty Thousand Dollars ($1,780,000) and Sponsor and Developer have submitted a proposal to DHED to purchase the Property for One and no/100 Dollars ($1.00) which is a write-down of One Million Seven Hundred Seventy-nine Thousand, Nine Hundred and Ninety-nine Dollars ($1,779,999); and

WHEREAS, The Illinois General Assembly pursuant to 20 ILCS 3805/7.28 (as supplemented, amended and restated from time to time) has authorized a program allowing the allocation of certain tax credits for qualified donations made in connection with affordable housing projects (the "Donation Tax Credit Program"); 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 City hereby approves the sale of the Property to the Sponsor with immediate reconveyance to the Developer for inclusion in the Project for the amount of One and no/100 Dollars ($1.00). This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of DHED (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Sponsor, or to a land trust of which the Sponsor is the sole beneficiary, or to a business entity of which the Sponsor is the sole controlling party or which is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the regulatory agreement to be entered into between the City and the Sponsor in connection with the Project.

SECTION 4. The following provisions shall govern the City's conveyance of the Property to Sponsor, and Sponsor's conveyance to Developer:

(i) Form Of Quitclaim Deed.

The City shall convey to Sponsor title to the Property by quitclaim deed for the sum of One and no/100 Dollars ($1.00), which shall be paid by Sponsor to the City on the date the City conveys the Property. Developer acknowledges and agrees that the Property has an appraised fair market value price of approximately One Million Seven Hundred Eighty Thousand Dollars ($1,780,000). The land write-down of the Property

has been made by the City, subject to the restrictions set forth in the City's deed to the Property, the restrictions to be imposed pursuant to the Redevelopment Agreement, to the documents evidencing and securing the loan, and this Ordinance. Without limiting the quitclaim nature of the deed, the conveyance of and title to the Property shall, in addition to the provisions of this ordinance, be subject to:

(a) general real estate taxes and any special assessments or other taxes;

(b) all easements, encroachments, covenants and restrictions of record and not shown of record;

(c) such other title defects as may exist;

(d) any and all exceptions caused by the acts of Developer or its agents; and

(e) the Plan for the Area.

(ii) Environmental Condition Of The Property.

The City makes no covenant, representation or warranty as to the soil or environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and Developer agrees to accept the Property "as is". If after the closing of the City's conveyance of the Property to Developer, environmental condition of the Property is not in all respects entirely suitable for the use to which the Properly is to be utilized, it shall be the sole responsibility and obligation of Developer to take such action as is necessary to put the Property in a condition suitable for such intended use. Sponsor and Developer agree to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the closing.

SECTION 5. The City hereby approves the conveyance of the Property as a donation to the Sponsor from the City under the Donation Tax Credit Program in connection with the Project. The Authorized Officer (as hereinafter defined) is hereby authorized to transfer the tax credits allocated to the City, if any, under the Donation Tax Credit Program in connection with the conveyance of the Property to an entity satisfactory to the Authorized Officer on such terms and conditions as are satisfactory to the Authorized Officer (the "Transfer"). The proceeds, if any, received by the City in connection with the Transfer are hereby appropriated and the Authorized Officer is hereby authorized to use such proceeds, to make a grant to the Developer, or to another entity affiliated with the Developer, in his or her sole discretion, for

use in connection with the Project (the "Grant"). The Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Transfer and the Grant. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Developer or another entity affiliated with the Developer, as applicable.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description (subject to final title commitment and survey):

Lots 28, 29 and 30 in Block 5 of Baxter's Subdivision of the southwest quarter of the southeast quarter of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3208 North Sheffield Avenue
Chicago, Illinois 60657.

Permanent Index Number:

14-20-424-039-0000.

Exhibit "B".
(To Ordinance)

Agreement With BT-Diplomat LLC And The Thresholds For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the _____ day of _____, 2012, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government ("City"), acting by and through its Department of Housing and Economic Development (together with any successor department thereto, "DHED"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **BT-DIPLOMAT, LLC**, an Illinois limited liability company ("Developer"), whose principal place of business is located at 666 Dundee Road, Room 1102, Northbrook, Illinois 60062, and **THE THRESHOLDS**, an Illinois not-for-profit corporation ("Sponsor"), whose principal place of business is located at 4101 N. Ravenswood Avenue, Chicago, Illinois 60613.

RECITALS

WHEREAS, the Sponsor desires to purchase from the City, for immediate reconveyance to the Developer, the real property located commonly known as 3208 N. Sheffield Avenue, Chicago, Illinois 60657, and legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is improved with a vacant, former single room occupancy hotel known as the Diplomat Hotel (the "Building"); and

WHEREAS, Carnow, Conibear & Associates ("CCA") has conducted a Phase I Environmental Site Assessment on the Property; and

WHEREAS, the Phase I Environmental Site Assessment Report prepared by CCA and dated November 20, 2009 (the "Phase I Report (2009)"), identified the following Recognized Environmental Conditions ("RECs") associated with the Property: (a) the Property was historically used as a cleaners in 1928 (historical business operations are expected to have utilized chemicals); (b) the potential for historic underground storage tanks to be present; and (c) the potential for impacted fill materials due to historic improper demolition practices; and

WHEREAS, subsequent to the Phase I Report (2009), Pioneer Environmental Services, LLC ("PES") conducted a Phase I Environmental Site Assessment on the Property; and

WHEREAS, the Phase I Environmental Site Assessment Report prepared by PES and dated March 30, 2012 (the "Phase I Report (2012)"), did not identify any RECs associated with the Property, but did identify asbestos containing materials within the Building; and

WHEREAS, the City has provided the Developer and Sponsor a copy of the Phase I Report (2009) and the Developer has provided the City a copy of the Phase I Report (2012); and

WHEREAS, the Developer intends to use the Property to develop fifty-one (51) single-room occupancy units of permanent affordable supportive housing to individuals at risk of homelessness and with mental illness, as more fully described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2012 (the "RDA Ordinance Date"), and published at pages _____ through _____ in the Journal of such date, authorized the sale of the Property to the Sponsor, for immediate reconveyance to the Developer, subject to the execution, delivery and recording of this Agreement; and

WHEREAS, the City will transfer the Property to Sponsor in an effort to generate affordable housing tax credits under Section 3805/7.28 of the Illinois Housing Development Act, 20 ILCS 3095/1 *et seq.*, and under the implementing regulations set forth in title 47, Part 355 of the Illinois Administrative Code, 47 Ill. Adm. Code 355.101 *et seq.*; and

WHEREAS, the Sponsor, the Developer and the City acknowledge that the implementation of the policies and provisions described in this Agreement will be of benefit to the Sponsor, the Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

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

SECTION 2. PURCHASE PRICE.

The City hereby agrees to sell, and the Sponsor hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of One Dollar ($1.00) ("Purchase Price"), which will be paid by the Sponsor to the City at the Closing (as defined in Section 4) in cash or by certified or cashier's check. Except as specifically provided herein to the contrary, the Sponsor or Developer shall pay all escrow fees and other title insurance fees and closing costs. The Sponsor acknowledges that the Purchase Price is approximately One Million Seven Hundred Seventy-Nine Thousand Nine Hundred Ninety-Nine Dollars ($1,779,999) less than the appraised fair market value of the Property (i.e., $1,780,000) and that the City has only agreed to sell the Property to the Sponsor for the Purchase Price

because the Developer and Sponsor have agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Sections 9 12 (Affordability Requirements) and 14 (Restrictions on Use)

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

3.1 Earnest Money and Performance Deposit. There shall be no Earnest Money or Performance Deposit due under this Agreement.

3.2 Interest [Intentionally omitted.]

SECTION 4. CLOSING.

The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the downtown offices of Greater Illinois Title Company, as agent for Chicago Title Insurance Company, 120 North LaSalle Street, Chicago, Illinois 60602, or such other title company as may be selected by the Developer (the "Title Company"), on a date that is within thirty (30) days after the Developer, the Sponsor, or both, as applicable, have satisfied all conditions precedent set forth in Section 9, unless DHED, in its sole discretion, waives one or more such conditions, or on such other date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the Closing occur any later than March 31, 2013 (the "Original Outside Closing Date"), unless DHED, in its sole discretion, extends the Outside Closing Date (such extended date, the "Extended Outside Closing Date"). On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 5. CONVEYANCE OF TITLE.

5.1 Form of Deed. Without limiting the generality of the quitclaim nature of the deed, the City shall convey the Property to the Sponsor by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following (collectively, the "Permitted Exceptions"):

(a) the standard exceptions in an ALTA title insurance policy;

(b) general real estate taxes and any special assessments or other taxes;

(c) all easements, encroachments, covenants and restrictions of record and not shown of record;

(d) such other title defects that may exist; and

(e) any and all exceptions caused by the acts of the Developer, the Sponsor or their agents.

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

5.3 Reconveyance. Upon the Sponsor's taking title to the Property, it shall immediately reconvey the Property to the Developer.

SECTION 6. TITLE AND SURVEY.

6.1 The Developer acknowledges that the Developer has received a commitment for an owner's policy of title insurance for the Property, File No. 40001581, with an effective date of July 11, 2012, (the "Title Commitment") from the Title Company, showing the City in title to the Property. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing. At the Closing, the Developer shall deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the Property.

6.2 The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the Property prior to the Closing Date, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption. In addition, the City shall use reasonable efforts to obtain the release of any judgment liens on the Property prior to the Closing Date. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or is unable to obtain the release of such judgment liens, or if the Property is encumbered with any other unpermitted exceptions or exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the unpermitted exceptions, which shall then become Permitted Exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, in which event, this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the unpermitted exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all applicable building permits and other required permits and approvals for the construction of the Project no later than fourteen (14) days after the RDA Ordinance Date, unless DHED, in its reasonable discretion, extends such application date, and shall pursue such permits and approvals in good faith and with all due diligence.

SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.

The total budget for the Project is currently estimated to be Thirteen Million One Hundred Seventy-One Thousand Fourteen and 00/100 Dollars ($13,171,014) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DHED for approval a final Project budget which is materially consistent with the Preliminary Project Budget (the "Final Budget") and evidence of funds adequate to finance the purchase of the Property and the construction of the Project ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount necessary to fill the gap between the Final Budget and any approved financing.

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon each of the following being satisfied at least fourteen (14) days prior to the Closing Date, or on such other date as may be specified below, unless waived in writing by the Commissioner:

9.1 Final Governmental Approvals. The Developer or Sponsor shall have delivered to the City evidence of its application for of all applicable building permits and other final governmental approvals necessary to construct the Project. After the Closing Date, the Developer shall provide DHED with copies of the actual permits issued and, in any event, shall obtain all requisite permits prior to commencing construction of the Project.

9.2 Budget and Proof of Financing. The City shall have approved the Developer's Final Budget and Proof of Financing.

9.3 Simultaneous Loan Closing. On the Closing Date, the Developer shall simultaneously close or draw down on any acquisition financing approved pursuant to this Agreement and be in a position to commence construction of the Project within ten (10) days.

9.4 Insurance. The Developer shall have delivered to the City evidence of insurance as follows: (a) commercial general liability insurance with a combined single limit of not less than $1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (b) automobile liability insurance with limits of not less than $1,000,000.00 per occurrence, combined single limit for bodily injury and property damage; (c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property; and (d) builder's risk or property insurance. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities (including indemnification) set forth in this Agreement. With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured. Upon request, the Developer shall provide a copy of the declaration page for each policy listed on the ACORD 25 and ACORD 28 forms.

The City acknowledges that Developer's lenders and investors also will be designated as loss payees, and that the City's status as loss payee will be subordinate to such lenders and investors. The City will follow the written directions of loss payees with priority relating to the disposition and use of any insurance proceeds that the City may jointly share with such prior loss payees as a result of their collective status as loss payees.

9.5 Legal Opinion. The Sponsor and the Developer each shall, at the City's request, deliver to the City a legal opinion in a form and substance reasonably acceptable to the City's Corporation Counsel.

9.6 Due Diligence.

(a) The Developer shall have delivered to the City due diligence searches in its name (UCC, State and federal tax liens, pending litigation and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and

bankruptcy), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

(b) The Sponsor shall have delivered to the City due diligence searches in its name (UCC, State and federal tax liens, pending litigation and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

9.7 Subordination Agreement. On the Closing Date, and prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall, at the City's request, deliver to the City a subordination agreement in which the construction lender agrees to subordinate the lien of its mortgage to the covenants running with the land, or such other subordination assurance as the Corporation Counsel shall deem acceptable (each such agreement, a "Subordination Agreement").

9.8 MBE/WBE Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors shall meet with staff from DHED regarding compliance with the MBE/WBE, city residency hiring, prevailing wage and other requirements set forth in Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

9.9 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Sponsor and the Developer in this Agreement shall be true and correct.

9.10 Organization and Authority Documents.

(a) The Developer shall have delivered to the City the Developer's articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the Developer's operating agreement, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

(b) The Sponsor shall have delivered to the City the Sponsor's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the Sponsor's by-laws, as certified by the secretary of the Sponsor; resolutions authorizing the Sponsor to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

9.11 Reconveyance Deed. Prior to the conveyance of the Property to the Sponsor, the Developer shall deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"), for possible recording in accordance with Section 19.6 below, if applicable.

9.12 Affordability Requirements.

The Developer shall comply with the affordable housing requirements set forth in Exhibit D attached hereto.

9.13 Other Obligations. On the Closing Date, the Sponsor and the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement. If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time periods provided for herein, or waived by DHED in writing, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, in which event, this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 10. CONSTRUCTION REQUIREMENTS.

10.1 Site Plans and Rental Space. The Developer shall construct the Project on the Property in accordance with the final design development drawings and specifications prepared by Landon Bone Baker Architects, 734 N. Milwaukee Avenue, Chicago, Illinois 60642, which have been approved by DHED and the index of which plans and the table of contents for the accompanying specifications are attached hereto as Exhibit C ("Working Drawings and Specifications"). No material deviation from the Working Drawings and Specifications may be made without the prior written approval of DHED. If the Developer submits and DHED approves revised design development drawings and specifications after the date of this Agreement, the term "Working Drawings and Specifications" as used herein shall refer to the revised design development drawings and specifications upon DHED's written approval of the same. DHED shall have the right to approve the initial retail tenants and the layout of their respective spaces, which approval shall not be unreasonably withheld or delayed.

10.2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

10.3 Barricades and Signs. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws"). DHED shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades and all signage, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

10.4 Survival The provisions of this Section 10 shall survive the Closing.

SECTION 11. LIMITED APPLICABILITY.

Any approval given by DHED pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such DHED approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

Subject to the receipt of all applicable government approvals, the Developer shall commence construction of the Project no later than ten (10) days after the Closing Date, and shall complete the Project (as reasonably evidenced by the issuance of the Certificate of Completion) no later than October 30, 2014. The Commissioner shall have discretion to extend any of the construction commencement and completion dates for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of the Project. The Developer shall construct the Project in accordance with the Working Drawings and Specifications, and all Laws and covenants and restrictions of record.

SECTION 13. CERTIFICATE OF COMPLETION.

Upon the completion of the Project in accordance with this Agreement, the Developer shall request from the City a certificate of completion ("Certificate of Completion"). Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Promptly following the recordation of the Certificate of Completion, the City shall return the Reconveyance Deed to the Developer.

SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that it:

14.1 Shall devote the Property solely to the Project.

14.2 Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Property or any part thereof or the Project or any part thereof.

SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY OR CERTAIN CHANGES IN CORPORATE STRUCTURE.

15.1 Prior to the issuance of the Certificate of Completion for the Project, as provided herein, the Developer may not, without the prior written consent of DHED, which consent shall be in DHED's sole discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust) except (i) transfers by foreclosure or deed in lieu of foreclosure or UCC sale of JP Morgan Chase Bank's ("JPMC") or the Illinois Housing Development Authority's ("IHDA") security interests in the Property or the ownership interests in the Developer granted as security for the loans made by JPMC and IHDA, if such transferee or assignee is not prohibited from doing business with the City and has provided to the City such disclosures as DHED may reasonably require; and (ii) the Developer may lease the Affordable Units in the ordinary course of business; or (b) directly or indirectly assign this Agreement. The transfer of the interests of Developer's investor member ("Investor Member") or special investor member ("Special Investor Member") in the Developer shall not require the prior consent of the City and shall not constitute an Event of Default under this Agreement. With respect to any proposed sale, transfer or disposition, the Developer shall provide the City copies of any and all sales contracts, legal descriptions, descriptions of intended use of the parcels to be sold, proposed use of Property and other documentation as the City may reasonably require. The Developer acknowledges and agrees that DHED may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DHED, which consent shall be in DHED's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not prohibit the Developer from transferring or conveying the Property to an Illinois land trust of which the Developer is the sole beneficiary.

15.2 Prior the issuance of the Certificate of Completion, the Developer shall not, without the City's prior written consent, which shall be in the City's sole discretion: (i) merge, liquidate or consolidate, (ii) permit the direct or indirect transfer any ownership interests in the Developer, (iii) enter into any transaction outside the ordinary course of business, (iv) assume or guarantee the obligations of any other person or entity, or (v) enter into a transaction that, in the City's sole determination, would cause a material and detrimental change to the Developer's condition. Notwithstanding the foregoing, (i) the transfer of the interests of Developer's investor member ("Investor Member") or special investor member ("Special Investor Member") in the Developer shall not require the prior consent of the City, and (ii) the withdrawal, removal, replacement, and/or addition of a managing member of the Developer pursuant to the terms of the Amended and Restated Operating Agreement of the Developer, shall not require the consent of the City, provided that any required substitute managing member is reasonably acceptable to the City and is selected with reasonable promptness.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DHED's prior written consent, which shall be in DHED's sole discretion, engage in any financing

or other transaction which would create an encumbrance or lien on the Property, except for (i) any mortgage approved pursuant to Section 9.2, and (ii) any encumbrances set forth in Schedule B of the owner's title insurance policy issued by the Title Company as of the date hereof.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder or any other permitted successor by foreclosure or deed in lieu of foreclosure) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and shall, prior to recording any mortgage approved pursuant to Section 9.2, execute and record a Subordination Agreement (as defined in Section 9.7). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18, however, the Project completion date set forth in Section 12 shall be reasonably adjusted by the City to take into account the foreclosure process.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property), Section 16 (Limitation Upon Encumbrance of Property) and Section 22.3 (Environmental Conditions) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12, Section 15 and Section 16 shall terminate upon the issuance of the Certificate of Completion. The covenants contained in Section 14.1 shall remain in effect for so long as the Developer remains in title to the Property; provided, however, such covenants shall not terminate prior to the issuance of the Certificate of Completion. The covenants contained in Section 14.2 shall remain in effect without limitation as to time.

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Permitted Delays. The Sponsor and the Developer shall not be considered in breach of their obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Sponsor's or the Developer's, as applicable, control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Sponsor or the Developer, as applicable, within twenty (20) days after the beginning of any such delay, submits to the Commissioner a written request for an extension.

19.3 Cure. If the Sponsor or the Developer defaults in the performance of its obligations under this Agreement, the Sponsor or the Developer, as applicable, shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Sponsor or the Developer, as applicable, promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Section 19.4(c), (e) and (g).

19.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Developer or the Sponsor makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement and Affidavit, or another document) that is not true and correct.

(b) A petition is filed by or against the Sponsor or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to complete the Project in accordance with the time line outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to timely pay real estate taxes or assessments affecting the Property or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property unless bonded or insured over.

(e) Except as otherwise permitted pursuant to Section 15, the Sponsor or the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

(f) There is a material and adverse change in the Sponsor's or the Developer's financial condition or operations, which change, in the City's reasonable opinion, affects the ability of the Developer or Sponsor to meet its obligations under this Agreement.

(g) The Sponsor fails to close by the Outside Closing Date, unless DHED, in its sole discretion, extends the Outside Closing Date.

(h) The Sponsor or the Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project and such failure continues beyond the expiration of any applicable cure periods.

In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement and re-vesting the Property in the City, the City shall send notice of such intended exercise to the parties identified in Section 25 and such Developer's lenders

and the investor member(s) in Developer shall have the right (but not the obligation) to cure such an Event of Default within thirty (30) days after the expiration of the cure period, if any, granted to the Developer. If the default is not capable of being cured within the thirty (30) day period, then provided Developer's lenders and the investor member(s) in Developer have commenced to cure the default and is diligently proceeding to cure the default within the thirty day period, and thereafter diligently prosecutes such cure through to completion, and funding for the Project continues unabated, then the thirty day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

19.5 Prior to Closing. If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement, institute any action or proceeding at law or in equity against the Sponsor and the Developer.

19.6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement, and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estates conveyed to the Sponsor and the Developer, and revest title to the Property in the City pursuant to the Reconveyance Deed (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of the Certificate of Completion, the City's Right of Reverter shall no longer be enforceable but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land that shall survive any termination and/or release of this Agreement, but excluding damages. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer.

19.7 Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 19.6, the City may complete the Project or convey the Property, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DHED, and otherwise comply with the covenants that run with the land as specified in Section 18.

19.8 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Sponsor or the Developer; and

(d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(e) any other amounts owed to the City by the Sponsor or the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Sponsor and the Developer each represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Sponsor, the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Sponsor or 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 Sponsor, the Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Sponsor and the Developer each agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Sponsor or the Developer to perform its obligations under this Agreement; (b) the failure of the Sponsor or the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Sponsor or the Developer (collectively, "Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Sponsor or the Developer or any Agent; (d) the failure of the Sponsor or the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Sponsor, the Developer or any Agent on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. INSPECTION; CONDITION OF PROPERTY AT CLOSING.

22.1 "As Is" Sale. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER, AND THE DEVELOPER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS" AND "WITH ALL FAULTS"

CONDITION AND THE DEVELOPER AGREES TO ACCEPT THE PROPERTY IN SUCH CONDITION AND ON SUCH TERMS. THE SPONSOR AND THE DEVELOPER EACH ACKNOWLEDGE THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. THE SPONSOR AND THE DEVELOPER EACH ACKNOWLEDGE THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE SPONSOR AND THE DEVELOPER EACH AGREE THAT IT IS THE SPONSOR'S AND THE DEVELOPER'S SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM AT THEIR EXPENSE THE ENVIRONMENTAL REMEDIATION WORK (AS HEREINAFTER DEFINED) AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE. "Environmental Remediation Work" shall mean all investigation, sampling, monitoring, testing, removal (including, excavation, transportation and disposal), response, storage, remediation, treatment and other activities necessary for the performance of the Project, all in accordance with all requirements of the IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

22.2 Right of Entry. Upon the Sponsor or Developer's request, the City shall grant the Sponsor or Developer the right, at its sole cost and expense, to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil, engineering studies and any other due diligence it deems necessary or desirable to satisfy itself, its lenders or investors as to the condition of the Property. If the Sponsor or Developer determines that it is not satisfied, in its sole discretion,

22.3 Environmental Conditions. For the exterior courtyard of the Building, the Developer shall follow safe practices for landscaping, which may include soil testing and the construction of engineered barriers (e.g., raised garden beds) to minimize exposure to potentially contaminated in-situ soils. Any asbestos containing materials in the Building must be removed property removed by a licensed abatement firm or, if possible, managed in-place. The Developer agrees to undertake all remediation work that may be needed on the Property promptly after the Closing. The Developer shall be solely responsible for the removal, disposal, storage, remediation, removal or treatment of any asbestos containing materials from the Property.

22.4 Indemnity. The Developer hereby waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the Property, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical and environmental condition and risks of the Property. If, after the Closing, the structural, physical and environmental condition of

the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The provisions of this Section 22.4 shall survive the Closing.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Sponsor and the Developer agree, and shall contractually obligate their various contractors, subcontractors and any affiliate of the Sponsor or the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) The Sponsor, the Developer and any Employer shall NOT discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Sponsor, the Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor, the Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Sponsor, the Developer and each Employer, in all print solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

(c) The Sponsor, the Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) The Sponsor and the Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to reasonable inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Sponsor, the Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in

connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) With respect to the Project, the Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DHED in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DHED, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DHED, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 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 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Final Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 Developer's MBE/WBE Commitment. With respect to the Project, the Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 4% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

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

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DHED.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance

with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Prior to commencement of construction, the Developer and the Developer's general contractor and all major subcontractors shall meet with DHED monitoring staff regarding compliance with all Section 23 requirements. The City and Developer acknowledge that such meeting has occurred. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Developer is a limited liability company duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under the Developer's operating agreement or any agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.

(d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project, if completed in accordance with the Plans, will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

24.2 Representations and Warranties of the Sponsor. To induce the City to execute this Agreement and perform its obligations hereunder, the Sponsor hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Sponsor is a not-for-profit corporation duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Sponsor has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Sponsor (and any legal entity holding an interest in the Sponsor) are true, accurate and complete.

(c) The Sponsor's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under the Sponsor's by-laws or any agreement to which the Sponsor, or any party affiliated with the Sponsor, is a party or by which the Sponsor or the Property is bound.

(d) To the best of the Sponsor's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Sponsor, or any party affiliated with the Sponsor, and the Sponsor knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Sponsor to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Sponsor.

(e) To the best of the Sponsor's knowledge, the Project, if completed in accordance with the Plans, will not violate: (i) any Laws, including, without limitation,

any zoning and building codes and environmental regulations, or (ii) any building permit, restriction of record or other agreement affecting the Property.

24.3 Representations and Warranties of the City. To induce the Sponsor and the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Sponsor and the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.4 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile, provided that there is written confirmation of such communication; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Housing and Economic Development 121 North LaSalle Street, Room 1000 Chicago, IL 60602 Fax: 312-744-5826
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, IL 60602 Attn: Real Estate and Land Use Division Fax: 312-744-8568
If to the Developer:	BT-Diplomat, LLC 666 Dundee Road, Room 1102 Northbrook, IL 60062 Attn: Richard Sciortino Fax: (847) 562-9401
With a copy to:	Bennett P. Applegate Applegate & Thorne-Thomsen 626 W. Jackson, Suite 400 Chicago, IL 60661 Fax: 312-491-4411
And to:	Red Stone Equity Partners, LLC 200 Public Square, Suite 1550

Cleveland, OH 44114
Attention: Managing Director and General Counsel
Fax: _____

And to: JPMorgan Chase Bank, N.A
Community Development Real Estate
Chase Tower
10 South Dearborn Street
Mail Code IL 1-0953
Chicago, Illinois 60603
Attention: Paul Vlamis

And to: Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Assistant to the Executive Director for Multifamily Programs

If to the Sponsor: The Thresholds
4101 N. Ravenswood Avenue
Chicago, Illinois 60613
Attn: CEO

With a copy to: The Thresholds
4101 N. Ravenswood Avenue
Chicago, Illinois 60613
Attn: Bruce Jefferson, General Counsel
Fax: (773) 537-3506

And to: Ronald B. Grais
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654-3456
Fax (312) 923-2910

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Sponsor and the Developer each acknowledge (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Sponsor and the Developer each hereby represent and warrant that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PATRIOT ACT CERTIFICATION.

The Sponsor and the Developer each represent and warrant that the Sponsor, the Developer, and any Affiliate (as defined below) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the 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 Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Sponsor or the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Sponsor or the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 2011-4.

28.1 The Sponsor and the Developer each agree that the Sponsor, the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Sponsor or the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Sponsor's or the Developer's contractors (i.e., any person or entity in direct contractual privity with the Sponsor or the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Sponsor, the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Sponsor or the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

28.2 The Sponsor and the Developer each represent and warrant that from the later of (a) May 16, 2011, or (b) the date the City approached the Sponsor or the Developer, or the date the Sponsor or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

28.3 The Sponsor and the Developer each agree 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.

28.4 The Sponsor and the Developer each agree that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

28.5 Notwithstanding anything to the contrary contained herein, the Sponsor and the Developer each agree that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order No. 2011-4 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, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

28.6 If the Sponsor or the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

28.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Sponsor or the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) 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

(v) 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) 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.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 29. MISCELLANEOUS.

The following general provisions govern this Agreement:

29.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

29.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

29.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

29.4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefitted by such term.

29.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

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

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

29.8 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

29.9 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

29.10 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

29.11 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 30. COMPLIANCE WITH "SHAKMAN" ACCORD PROVISIONS

30.1 The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

30.3 Consultant will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because

of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to Consultant by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Consultant will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

SECTION 31. COMPLIANCE WITH "WASTE" PROVISIONS.

Any duly authorized representative of the City shall have access to the Property and to the real property on which the Addition Work is performed at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, the "Waste Sections"). Developer's violation of the Waste Sections (including, but not limited to, 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), whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement and entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Developer, 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.

SECTION 32. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by the Sponsor or the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago prior to receipt of the Certificate of Completion shall be grounds for termination of the Agreement and the transactions contemplated thereby. The Sponsor and the Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

SECTION 33. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the

City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Sponsor and the Developer understand and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By:_____
Andrew J. Mooney,
Commissioner
Department of Housing
and Economic Development

BT-DIPLOMAT, LLC,
an Illinois limited liability company

By: BT-Diplomat Manager, LLC,
an Illinois limited liability company,
and the manager of BT-Diplomat, LLC

By: Brinshore Development, LLC,
an Illinois limited liability company,
and the manager of BT-Diplomat
Management, LLC

By. RJS Real Estate Services, Inc.,
an Illinois corporation,
and a member of Brinshore Development, LLC

By: _____
Name: Richard J. Sciortino
Its: President

THE THRESHOLDS,
an Illinois not-for-profit corporation

By:_____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, the Commissioner of the Department of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument. appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2012.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard J. Sciortino the President of RJS Real Estate Services, Inc., an Illinois corporation, a member of Brinshore Development, L.L.C., the Managing Member of BT-Diplomat Manager, LLC, the Manager of BT-Diplomat, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said limited liability company, as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2012.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ the _____ of The Thresholds, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said limited liability company, as her/his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2012.

_____
NOTARY PUBLIC

[(Sub)Exhibits "C" and "D" referred to in this Agreement with BT-Diplomat LLC and The Thresholds for Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Agreement with BT-Diplomat LLC and The Thresholds for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on page 35239 of this *Journal*.]

(Sub)Exhibit "B" referred to in this Agreement with BT-Diplomat LLC and The Thresholds for Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "B".
(To Agreement With BT-Diplomat LLC And The Thresholds For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Developer shall renovate the Building into (a) fifty-one (51) single-room occupancy apartments, each with a bathroom and kitchenette, and (b) ground floor retail and amenity spaces. The Developer shall rent the apartments to adults at risk of homelessness and/or with severe mental illness. The development will include a green roof covering fifty percent (50%) of the roof area and rooftop solar panels, as well as useable rooftop garden space and an outdoor courtyard area. The Developer shall contract with The Thresholds, or another agency acceptable to the City, to provide comprehensive supportive services to the tenants. Such supportive services shall be provided for as long as the apartments are rented to adults at risk of homelessness and/or with severe mental illness.

In addition, the Developer shall convert the existing retail storefronts on the first floor of the Building into space for Urban Meadows, a flower shop owned by The Thresholds, and a second tenant that is to be determined.

The Project must comply with the following environmental requirements:

The Green/Environmental certification goals for the project are as follows:

-- Chicago Green Homes certification (three-star level).

-- City of Chicago Green Permit Program.

-- Enterprise Green Communities Criteria Checklist 2011.

Highlights of the Green Features and Sustainable Design:

-- Integrated Design.

--- Create a Green Development Plan and integrative design meetings.

Location And Neighborhood Fabric:

-- Good access to public transportation and services.

-- Walkable Neighborhood.

Site Improvements:

-- Surface Storm water management.

-- Rooftop garden.

Water Conservation:

-- Water conserving fixtures.

Energy Efficiency:

-- Reduction in energy usage through a well-insulated building envelope, air.

-- Sealing and high efficiency mechanical equipment.

-- Energy Star rated appliances.

-- Efficient interior and exterior lighting.

-- Solar-Thermal domestic hot water system, if feasible.

Materials Beneficial to the Environment:

-- Low/No VOC paints and sealants.

-- Construction waste management.

-- Use of recycled content materials where possible.

-- Reduced Heat-Island Effect: Install a green roof on at least 50 percent of the roof area.

THIRD AMENDMENT TO REDEVELOPMENT COVENANTS FOR SHORELINE HOLDINGS, LLC.

[O2012-5691]

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

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing and Economic Development authorizing a third amendment to the deed of covenant for the conveyance of City-owned property located at 2306 East 71st Street (5th Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City conveyed the real property legally described on Exhibit A attached hereto (the "City Property") to The Neighborhood Institute, an Illinois not-for-profit corporation ("TNI") by quitclaim deed dated August 25, 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office"), on August 31, 1989, as Document Number 89410779 ("Deed"); and

WHEREAS, The Deed imposed certain covenants running with the land relating to the redevelopment of the City Property (collectively, the "City Redevelopment Covenants"); and

WHEREAS, Among other things, the City Redevelopment Covenants required TNI to redevelop the City Property for commercial uses and supportive parking no later than four (4) years from the date of the Deed; and

WHEREAS, The City Redevelopment Covenants have been amended twice: initially, by that certain Amendment to Covenants dated July 23, 1999, and recorded in the Recorder's Office on August 11,1999, as Document Number 99766089 (the "First Amendment"), and subsequently, by that certain Second Amendment to Covenants dated October 12, 2004, and recorded in the Recorder's Office on October 18, 2004, as Document Number 04292271 (the "Second Amendment"); and

WHEREAS, The First Amendment authorized TNI to transfer the City Property to Lakeshore Pointe LLC, an Illinois limited liability company ("Lakeshore Pointe"), for construction of single-family residences, condominiums and townhomes in lieu of a commercial development, and extended the deadline for completion of the project to October 1, 2002; and

WHEREAS, The Second Amendment (i) authorized Lakeshore Pointe to convey the City Property to Sota LLC, an Illinois limited liability company ("Sota"), for construction of twenty-seven (27) housing units, (ii) extended the deadline for completion of the housing project to April 1, 2008, and (iii) required Sota to sell 3 of the 27 housing units (the "Affordable Units") to income-eligible buyers (defined as buyers whose household incomes did not exceed 100 percent of the area median income) at affordable prices (defined as $200,000 or less), as further described in the Second Amendment; and

WHEREAS, In approximately December 2008, Sota completed construction of a 27-unit condominium development known as Shoreline Condominiums on the City Property and certain adjacent land (the "Project"); and

WHEREAS, Due to the collapse of the real estate and financial markets, only one market-rate unit in the Project has been sold; and

WHEREAS, The remaining units in the Project, as identified on Exhibit B attached hereto (the "Unsold Units"), are currently being leased; and

WHEREAS, In December 2011, Sota conveyed the Unsold Units to Shoreline Holdings, LLC, an Illinois limited liability company ("SHLCC"); and

WHEREAS, SHLLC has requested an extension of time in which to sell the Affordable Units, and the City has agreed to amend the City Redevelopment Covenants to provide such an extension and to modify the affordability requirements; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Housing and Economic Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and record a Third Amendment to Covenants in substantially the form attached hereto as Exhibit C (the "Third Amendment"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Third Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Third Amendment.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Property (subject to final survey and title commitment):

Lots 18 to 25, both inclusive, in Block 5 in the subdivision of Blocks 10 and 11 and part of Block 12 in the South Shore Division Number 5, a subdivision of the east half of the southeast quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

2306 East 71st Street
Chicago, Illinois 60649.

Property Index Number:

20-24-429-003-0000.

Exhibit "B".
(To Ordinance)

List Of Unsold Units.

Unit Number	Parcel Identification Number (PIN)
2306A	20-24-429-009-1001
2306B	20-24-429-009-1002
2308	20-24-429-009-1003
2330A	20-24-429-009-1004
2330B	20-24-429-009-1005
2332	20-24-429-009-1006
2338	20-24-429-009-1007
2340A	20-24-429-009-1008
2310, 2312A, 2312B, 2314A, 2314B, 2316, 2318, 2320A, 2320B, 2322A, 2322B, 2324, 2326, 2328A, 2328B, 2334, 2336A, 2336B	20-24-429-008-0000

Exhibit "C".
(To Ordinance)

Third Amendment To Redevelopment Covenants
With Shoreline Holdings LLC.

THIS **THIRD AMENDMENT TO COVENANTS** is made this _____ day of _____, 20___, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**"), acting by and through its Department of Housing and Economic Development ("**Department**"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **SHORELINE HOLDINGS, LLC**, an Illinois limited liability company (the "**Developer**"), whose principal offices are located at 645 West Ninth Street, Suite 215, Los Angeles, California 90015.

RECITALS

WHEREAS, by quitclaim deed dated August 25, 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("**Recorder's Office**"), on August 31, 1989, as Document No. 89410779 ("**Deed**"), the City conveyed the property legally described on **Exhibit A** attached hereto ("**Property**") to The Neighborhood Institute, an Illinois not-for-profit corporation ("**TNI**"), for commercial development; and

WHEREAS, the Deed imposed certain covenants running with the land relating to the redevelopment of the Property (collectively, the "**City Redevelopment Covenants**"); and

WHEREAS, among other things, the City Redevelopment Covenants required TNI to redevelop the Property for commercial uses and supportive parking no later than four (4) years from the date of the Deed; and

WHEREAS, the City Redevelopment Covenants have been amended twice: initially, by that certain Amendment to Covenants dated July 23, 1999, and recorded in the Recorder's Office on August 11, 1999, as Document No. 99766089 (the "**First Amendment**"), and subsequently, by that certain Second Amendment to Covenants dated October 12, 2004, and recorded in the Recorder's Office on October 18, 2004, as Document No. 04292271 (the "**Second Amendment**"); and

WHEREAS, the First Amendment authorized TNI to transfer the Property to Lakeshore Pointe, L.L.C., an Illinois limited liability company ("**Lakeshore Pointe**"), for construction of single family residences, condominiums and townhomes in lieu of a commercial development, and extended the deadline for completion of the project to October 1, 2002; and

WHEREAS, the Second Amendment (i) authorized Lakeshore Pointe to convey the Property to Sota, LLC, an Illinois limited liability company ("**Sota**"), for construction of twenty-seven (27) housing units, (ii) extended the deadline for completion of construction to April 1, 2008, and (iii) required Sota to sell 3 of the 27 housing units (the "**Affordable Units**") to income-eligible buyers (defined as buyers whose household incomes did not exceed 100% of the area median income) at affordable prices (defined as $200,000 or less), as further described in the Second Amendment; and

WHEREAS, Sota completed construction of Shoreline Condominiums, a 27-unit condominium development (the "**Project**"), in approximately December 2008, but has only sold one market-rate unit due to the collapse of the real estate and financial markets; and

WHEREAS, the remaining units in the Project (the "**Unsold Units**"), are currently being leased; and

WHEREAS, in December 2011, Sota conveyed the Unsold Units to SHLLC; and

WHEREAS, SHLLC has requested an extension of time in which to sell the Affordable Units.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals; Defined Terms**. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. Capitalized terms not otherwise defined herein shall have the same meanings given to said terms in the Agreement.

2. **Approval of Conveyance**. The City hereby approves the conveyance of the Property from Sota to SHLLC.

3. **Completion of Construction**. The City acknowledges that construction of the Project has been completed and agrees to delete the third condition of the Deed in its entirety.

4. **Sale of Affordable Units**. The fourth condition of the Deed is hereby amended by deleting Section II in the Second Amendment in its entirety and substituting the following in lieu thereof:

SHLLC shall sell three (3) of the twenty-seven (27) units in the Project (the "**Affordable Units**") in accordance with the following provisions:

(a) The Affordable Units shall be similar in construction, design, appearance and amenities (i.e., parking and appliances) as the market rate units in the Project.

(b) SHLLC shall sell each Affordable Unit to a Qualified Household for an amount not to exceed the Affordable Price. Any other purported transfer shall be null and void and confer no right, title or interest whatsoever upon the purported transferee. As used herein, the following terms shall have the following meanings:

"**Affordable Price**" means an amount less than or equal to the price at which monthly homeownership costs (including principal and interest on a 30-year fixed rate residential mortgage in the amount of 95% of the purchase price of the Affordable Unit, taxes, insurance, private mortgage insurance, covenant fee, and, if applicable, monthly condominium assessments or similar homeowners' association payments) for the Affordable Unit would total not more than 30% of household income for a household with a family size equal to the product of 1.5 multiplied by the number of bedrooms in the Affordable Unit whose income is the maximum income allowable to be a Qualified Household. The Department shall have discretion to modify the affordability terms set forth in this definition based on program objectives and market factors.

"**Qualified Household**" means a household whose combined annual income, adjusted for household size, does not exceed 100% of the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor.

(c) No closing may occur, and no sale or other transfer of the Affordable Unit shall be valid, until the City has verified in writing that the prospective buyer is income-qualified and the purchase price does not exceed the Affordable Price. In order to determine whether a prospective buyer is income-qualified, SHLLC shall deliver to the Department any information required by the Department to determine the prospective buyer's income eligibility. The Department shall have ten (10) business days from the date of receipt of a "complete information package" to qualify purchasers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract, the W-2 forms from the purchaser's employers, U.S. 1040 income tax returns from the previous two (2) years, an affidavit or verification from the purchaser with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association (or Fannie Mae). If the proposed sale does not occur within six (6) months after the date the City approves the transfer, the City's approval rights under this subsection (c) shall be reinstated.

(d) SHLLC must give the Department advance written notice of at least ten (10) business days prior to the closing date. SHLLC shall distribute to any prospective buyer any information and disclosure documents as the City may request.

(e) At the closing of each Affordable Unit, SHLLC shall require the purchaser to execute and record a recapture mortgage or affordable housing restrictive covenant and agreement, in the City's then-current form, imposing residency, resale and financing restrictions.

(f) SHLLC shall use its best efforts to market and sell the Affordable Units within thirty-six (36) months of the execution date of this Third Amendment (the "**Initial Term**"). If the Affordable Units remain unsold at the end of the Initial Term, SHLLC shall notify the City promptly and request an extension of thirty-six (36) additional months (the "**Extended Term**") to market and sell the Affordable Units. The Commissioner of the Department of Housing and Economic Development shall grant SHLLC's request for an Extended Term, without additional City Council approval, provided SHLLC is not in violation of any Municipal Code or other legal requirements or in default under any material covenants or obligations (monetary or non-monetary) associated with the Project,

including, but not limited to, loan agreements and City Redevelopment Covenants. If SHLLC fails to sell the Affordable Units within the Initial Term or Extended Term, as applicable, the City may institute any action or proceeding at law or in equity against SHLLC, including seeking damages, injunctive relief or specific performance.

(g) The City shall issue a Partial Certificate of Completion upon the sale of each Affordable Unit to a Qualified Household at an Affordable Price, subject to the simultaneous execution and recording of a recapture mortgage or restrictive covenant as a lien and encumbrance against such Affordable Unit. The Partial Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in the Deed relating to the sale of such Affordable Unit. The Partial Certificate of Completion shall not, however, constitute evidence that SHLLC has complied with any applicable provisions of federal, state and local laws, ordinances and regulations relating to the construction and sale of the Affordable Units, nor shall it serve as any guaranty as to the quality of the construction.

(h) The City may, in its sole discretion, waive or modify the affordability covenants and requirements set forth herein upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants or requirements inequitable or impractical.

IN WITNESS WHEREOF, this Third Amendment to Covenants has been signed as of the date first written above.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: :_____
Andrew J. Mooney
Commissioner
Housing and Economic Development

SHORELINE HOLDINGS, LLC, an Illinois limited liability company

By:_____

Name:_____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Andrew Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago, Illinois (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner he signed and delivered the said instrument pursuant to authority given him on behalf of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20___.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of Shoreline Holdings, LLC, an Illinois limited liability company (the "LLC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ s/he signed and delivered the said instrument pursuant to authority given her/him on behalf of the LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20___.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Third Amendment To Redevelopment Covenants with Shoreline Holdings LLC constitutes Exhibit "A" to ordinance and printed on pages 35274 and 35275 of this *Journal*.]

CONVEYANCE OF CITY-OWNED PROPERTY AT 5650 S. WOLCOTT AVE. TO BOARD OF EDUCATION OF CHICAGO FOR SCHOOL PARKING AT HENDERSON ELEMENTARY SCHOOL.

[O2012-5672]

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

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing and Economic Development authorizing the conveyance of City-owned property located at 5650 South Wolcott Avenue to the Chicago Board of Education (15th Ward), 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 ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Article 7, Section 8 of the 1970 Constitution of the State of Illinois authorizes units of local government and school districts to contract among themselves to share services and to exercise, combine and transfer functions in any manner not prohibited by law or by ordinance; and

WHEREAS, The Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, The Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq. (the "LGPTA"), authorizes a municipality (including units of local government and school districts) (a "transferee municipality"), whose territory is wholly or partly within the corporate limits of another municipality, to by ordinance declare that it is necessary or convenient for it to use, occupy or improve real estate held by another municipality (a "transferor municipality") for the making of any public improvement or for any public purpose, in which case the corporate authorities of the transferor municipality shall have the power to transfer all of the right, title and interest of the transferor municipality in such real estate to the transferee municipality upon such terms as may be agreed to by the municipalities; and

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the 3,750 square foot parcel of real property located at 5624 South Wolcott Avenue, which is legally described on Exhibit A to this ordinance (the "City Parcel") and which is adjacent to the Henderson Elementary School which is located at 5650 South Wolcott Avenue; and

WHEREAS, The City has no present municipal use for the City Parcel; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq. (2007) (the "School Code"): and

WHEREAS, The City has agreed to convey the City Parcel to the Board for parking purposes; and

WHEREAS, Pursuant to its power and authority under the School Code and pursuant to the LGPTA, the Board, at its meeting of May 23, 2012, pursuant to Resolution Number 11-0523-OP1, has authorized the acceptance of and acquisition of title to the City Parcel for parking for staff, employees and visitors of the Henderson Elementary School; and

WHEREAS, The Chicago Plan Commission on May 24, 2012 has approved the City's conveyance of the City Parcel to the Board by adopting Resolution Number 12-029-21; now, therefore,

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

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The City's conveyance of the City Parcel to the Board in consideration of the Board's payment to the City of One and no/100 Dollars ($1.00) is hereby approved. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the City Parcel to the Board. Such deed shall include a restriction requiring that such property be solely used for school purposes or another public purpose and shall further provide that if such school or public purpose is not complied with, title to the City Parcel shall revert to the City of Chicago.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

Exhibit "A".

Legal Description:

Lot 9 in Block 6 in the resubdivision of Blocks 3 to 6 and 11 and 12 in the resubdivision of Blocks 1 to 8, inclusive (except the north 134 feet of Blocks 1 and 2 and the north 60 feet of the south 350 feet of Blocks 7 and 8), in Lyons Subdivision of the west half of the northeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5624 South Wolcott Avenue
Chicago, Illinois.

Permanent Index Number:

20-18-209-020.

ACQUISITION OF PROPERTY AT 501 -- 531 W. JACKSON BLVD. FOR MASS TRANSIT PROJECT.

[O2012-5783]

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

CHICAGO, October 3, 2012.

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 Transportation authorizing the acquisition of property for Union Station staging area located at 501 -- 531 West Jackson Boulevard (2nd Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois

("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to Chapter 2-102-030 of the Municipal Code of the City, the Commissioner ("Commissioner") of the Department of Transportation of the City ("CDOT"), has the power and duty to design and construct mass transit projects for local transportation purposes and to acquire property necessary or appropriate for the construction and operation of such projects; and

WHEREAS, The City has determined that it is useful, desirable and necessary that the City acquire for public ownership and control (either by the City, or by another governmental entity), within the meaning and authority of 735 ILCS 30/5-5-5(b), those parcels of real property described on Exhibit A to this ordinance (the "Parcels") for the public purpose of designing, constructing and operating a mass transit project including, without limitation, an intermodal transfer station (the "Project"), in order to encourage the use of public transportation, improve safety and efficiency of local transit operations, improve local street traffic flow and to facilitate intergovernmental cooperation between different transit providers; and

WHEREAS, The City has determined that the acquisition of the Parcels, free and clear of leases, agreements, easements and encumbrances, for the Project is useful, advantageous or desirable for municipal purposes and the public welfare, within the meaning and authority of 65 ILCS 5/11-61-1 and 65 ILCS 20/21-19, and that such acquisition may include the acquisition of land and improvements as authorized under 735 ILCS 30/1, et seq.; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance and are adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Parcels for the public purpose of the designing, constructing and operating the Project, which shall be under public ownership and control.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) of the Parcels for the purchase of the Parcels.

SECTION 4. If the Corporation Counsel is able to agree with the owner(s) of the Parcels upon the price to be paid for such Parcels, or a portion thereof, the Corporation Counsel is authorized to purchase the Parcels, or a portion thereof, in the name of and on behalf of the City of Chicago for the agreed price, with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any grants or other funds received by the City. If the Corporation Counsel is unable to agree with the owner(s) of the Parcels on the purchase price, or if an owner is incapable of consenting to the sale, or if an

owner cannot be located, or can not deliver fee simple title, then the Corporation Counsel may institute and prosecute condemnation proceedings in the name of and on behalf of the City for the purpose of acquiring fee simple title or other property interest(s) in the Parcels, or a portion thereof, under the City's power of eminent domain.

SECTION 5. The Commissioner is authorized to execute such documentation as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel. The Commissioner is also authorized to determine whether the acquisition of the Parcels, or a portion thereof, or less than fee simple title is necessary to implement the Project.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or enforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Description Of Parcels.

Parcel 1:

Lots 1 and 2 in Assessor's Division of Block 52 of School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A parcel of land comprised of all of Lots 3 and 4 and also a part of Lots 5 and 6, all in Assessor's Division of Block 52 of School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said parcel of land being bounded and described as follows:

beginning at a point on the east line of Block 52 (said east line being also the west line of South Canal Street), said point being 289.56 feet, as measured along said east line, north of the southeast corner of said Block 52 and running thence westwardly along a line

perpendicular to said east line, a distance of 319.90 feet to an intersection with the west line of said Block 52; thence northwardly along said west line (said west line being also the east line of South Clinton Street), a distance of 60.30 feet to an intersection with the north line of Lot 4 in said Block 52; thence eastwardly along the north line of said Lot 4 and also along the north line of said Lot 3, a distance of 319.95 feet to an intersection with said east line of Block 52; thence southwardly along said east line, a distance of 58.15 feet to the point of beginning, in Cook County, Illinois.

Commonly Known As:

501 -- 531 West Jackson Boulevard.

Permanent Index Numbers:

17-16-120-008-8001;

17-16-120-008-8002;

17-16-120-008-8003; and

17-16-120-009-0000.

APPROVAL OF ACQUISITION OF PROPERTY AT 13106 -- 13130 S. ELLIS AVE. BY CHICAGO HOUSING AUTHORITY FOR DEVELOPMENT OF ALTGELD TOWN CENTER.

[O2012-5671]

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

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing and Economic Development authorizing the acquisition of property by the Chicago Housing Authority located at 13106 -- 13130 South Ellis Avenue (9th Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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, as such, may exercise any power and perform any function pertaining to its governmental affairs; and

WHEREAS, The Chicago Housing Authority ("CHA") is a municipal corporation organized and existing in the State of Illinois, City of Chicago pursuant to 310 ILCS 10/1, et seq. (the "Housing Authorities Act"); and

WHEREAS, The CHA is the owner of a certain public housing development known as Altgeld Gardens bounded by 130th Street on the north, the Beubian Woods Forest Preserve on the east, to the City limits at 133rd Street on the south and Langley Boulevard on the west, in the City of Chicago, State of Illinois; and

WHEREAS, The CHA has undertaken a project involving the rehabilitation, acquisition, construction, renovation and improvement of Altgeld Gardens and related ancillary facilities; and

WHEREAS, By resolution passed on February 15, 2011, the Board of Commissioners of the CHA selected the property located at 13106 -- 13130 South Ellis Avenue, Chicago, Illinois (the "Property") as legally described in Exhibit A attached hereto, for acquisition, development and construction to be the Altgeld Town Center (the "Project"); and

WHEREAS, The Housing Authorities Act grants CHA the power to acquire by eminent domain any property, real or personal or any interest therein; and

WHEREAS, The site for acquisition and development lies wholly within the territorial limits of the City; and

WHEREAS, Pursuant to the requirements of the Housing Authorities Act, 310 ILCS 10/9, the CHA has requested that the City Council approve the acquisition of the property so selected to be used in conjunction with the project; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the finding of the City Council and are incorporated herein by reference.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary for CHA to acquire the Property legally described on Exhibit A 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 the Project.

SECTION 3. The City approves CHA's authority to negotiate with the owner(s) for the purchase of the Property. If CHA and the owner(s) are unable to agree on the terms of a purchase, or if the owner(s) is or are incapable of entering into such a transaction with CHA, or if the owner(s) cannot be located, the City consents to CHA's institution and prosecution of condemnation proceedings for the purpose of acquiring fee simple title to the Property, or any portion thereof, under the CHA's power of eminent domain.

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

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

SECTION 6. This ordinance shall be effective immediately upon its passage.

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

Exhibit "A".

A parcel of land in the northeast quarter of Section 34 and the northwest quarter of Section 35 all in Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the northeast corner of said northeast quarter of said Section 34; thence south along the east line of said northeast quarter of said Section 34, a distance of 1,291.43 feet to a point; thence west at right angles to the last described course, a distance of 341.39 feet to a point, which is the center of a circle; thence north 63 degrees, 23 minutes, 29 seconds east, a distance of 429 feet to a point of beginning; thence in a southeasterly direction along an arc of the previously located circle having a radius of 429 feet, a distance of 41.05 feet to a point; thence south 82 degrees, 24 minutes, 50 seconds east, a distance of 32.66 feet to a point; thence north 69 degrees, 35 minutes, 10 seconds east, a distance of 71.10 feet to a point; thence in a northwesterly direction along an arc of the previously described circle, having a radius of 529 feet, a distance of 325.41 feet to a point; thence south 30 degrees, 00 minutes, 00 seconds west, along a straight line, which when extended to the southwest falls 50 feet (measured at right angles) from the center of the previously located circle, a distance of 100.56 feet to a point; thence in a southeasterly direction along an arc of the previously described circle, having a radius of 429 feet, a distance of 199.90 feet, to the point of beginning in Cook County, Illinois.

Address:

13106 -- 13130 South Ellis Avenue
Chicago, Illinois 60627.

Permanent Index Number:

25-35-100-006.

LEASE AGREEMENT WITH CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO FOR CITY-OWNED PROPERTY AT 10 S. KEDZIE AVE.

[O2012-5767]

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

CHICAGO, October 3, 2012.

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 Fleet and Facility Management authorizing the execution of a lease agreement with Catholic Charities of the Archdiocese of Chicago for City-owned property at 10 South Kedzie Avenue (28th Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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. On behalf of the City of Chicago, as landlord, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Family and Support Services are authorized to execute a lease with Catholic Charities of the Archdiocese of Chicago, as tenant, governing access to approximately 3,416 square feet of space located at 10 South Kedzie Avenue for use in the delivery of public services; such lease 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 No. 20284.

THIS LEASE is made and entered into this _____ day of _____, 2012, by and between, **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (herein referred to as "**Landlord**" or "**City**") and **CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO**, an Illinois not for profit corporation (hereinafter referred to as "**Tenant**")

RECITALS

WHEREAS, Landlord is the owner of the two-story, approximately 62,660 square feet building, and adjoining parking lot, more commonly known as the Garfield Park Community Center, located at 10 South Kedzie Avenue, Chicago, Illinois, as legally described in Exhibit A attached hereto and made a part hereof (the "Garfield Center" or "Building"); and

WHEREAS, Landlord's Department of Family and Support Services has selected Tenant to perform emergency services as outlined in the Services Agreement attached hereto and made a part hereof as Exhibit U between DFSS and Tenant; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 3,416 square feet of office space located on the 1st floor of the Garfield Center as depicted on Exhibit C attached hereto and made a part hereof (the "Premises") together with access to an adjacent parking to be used by Tenant as provided herein

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, and Tenant hereby leases from Landlord, the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

> Approximately 3,416 square feet of space on the first floor of the Garfield Community Center, and access to an adjoining parking lot all located at 10 South Kedzie Avenue, Chicago, Illinois (part of PIN 16-14-203-047).

SECTION 2. TERM

2.1 Term. The term of this Lease ("Term") shall commence on the date of execution of this Lease Agreement ("Commencement Date"), and shall terminate on December 31, 2013, unless sooner terminated as set forth in this Lease. Tenant shall occupy the Premises on October 1, 2012 ("Date of Occupancy").

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of:

One Dollar ($1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties.

3.2 Operating Costs. Tenant shall reimburse Landlord's Operating Costs for the Premises pursuant to Section 3.2 a below beginning on the Date of Occupancy as reimbursement for Landlord's costs to operate the Building and the Premises, but not as rent.

a. Calculation of Operating Costs. Tenant shall pay to Landlord Operating Costs (as hereinafter defined) incurred by Landlord with regards to Tenant's "Proportionate Use" of the Building. This Proportionate Use shall be based on the square footage leased by Tenant divided by the Building's total square footage. The Building's total square footage is approximately 67,660 square feet and Tenant's leasehold is approximately 3,461 square feet, which comprises approximately 5.45% of the Building's total square footage. "Operating Costs" shall be based on Tenant's 5.45% Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water), (ii) security services, (iii) landscaping and snow removal, (iv) custodial services, and (v) Tenant's allocable share of other costs incurred by Landlord in operating and maintaining the Building (excluding any capital improvements that may be required). For 2012, Tenant's Operating Costs are estimated to be, and Tenant shall initially pay, $2,612.35 per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for 2012 and/or subsequent years).

b. Reimbursement Procedure. Each calendar year and as soon as Landlord can secure data for the prior year's operating costs, Landlord shall provide Tenant with the estimate of the annual Estimated Operating Costs for such year. Tenant shall pay to Landlord, one-twelfth (1/12) of such amount in equal monthly installments, on the first day of each month during such year following billing by Landlord. The estimated monthly Operating Costs for the first Lease year are set forth in Exhibit D. Once full data becomes available, Landlord shall provide Tenant with the Actual Operating Costs for the previous year and a statement as to whether Tenant has underpaid or overpaid said Operating Costs. In the event Tenant's payments during the previous calendar year are less than the Actual Operating Costs due from Tenant, such underpayment shall be included in Tenant's subsequent monthly installment(s) of Operating Costs spread out for the remainder of the year, or, if said underpayment shall have been made in the last year of the Term, Tenant shall refund said underpayment to Landlord within thirty (30) days of receipt of notice of such underpayment. If Tenant's installments during the previous calendar year are more than the Actual Operating Costs due from Tenant, Landlord shall credit said amount against Tenant's subsequent monthly installment(s) of Operating Costs for the remainder of the year, or, if said overpayment shall have been made in the last year of the Term, Landlord shall refund said overpayment to Tenant within thirty (30) days after the expiration of the Term.

Operating Expenses shall be paid to Landlord at the City of Chicago, Department of Finance, Warrants for Collection, City Hall, 121 North LaSalle, Room 107, Chicago, Illinois 60602 or at such place as Landlord may from time to time, hereby designate in writing to Tenant. Landlord shall invoice Tenant for such Operating Expenses on a monthly basis. In the event that Tenant does not receive such invoice from Landlord, Tenant shall contact Landlord. Landlord's failure to invoice Tenant for Operating Expenses or other expenses does not constitute a waiver of payment of any such charges.

3.3 Utilities. Landlord shall pay for gas, electricity, and water supplied to the Building. Tenant shall pay when due all charges for any applicable telephone or other communication service provided to the Premises.

3.4 Taxes. In the event that or Leasehold taxes are ever assessed against the Premises as a result of Tenant's tenancy, Tenant shall pay when due any leasehold taxes, penalties, and interest assessed or levied on Tenant's portion of the Premises without reimbursement or other setoff from Landlord. Tenant acknowledges that leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant will be responsible for satisfaction of all leasehold taxes, penalties, and interest assessed or levied on the subject Premises at least one year after Tenant vacates the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes, interest, and penalties during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease agreement, but payment may be a requirement for contesting such taxes.

3.5 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent or Operating Costs or other costs due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent, Operating Costs, 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.

4.2 Maintenance. Landlord shall take reasonable efforts to maintain the Building in a condition of good repair and good order. Tenant shall notify Landlord regarding any issues with maintenance of the Premises and/or Building. Tenant shall also notify Landlord regarding any issues with other services provided to the Premises and/or Building by Landlord or through Landlord's contractors. Landlord shall be responsible for resolving any building code violations issued on the Building and/or Premises. In the event such building code violations were caused or triggered by Tenant, Tenant shall resolve such issues at Tenant's cost or Landlord can perform such repairs subject to reimbursement from Tenant.

4.3 Landlord's Right of Access. Landlord shall have the right of reasonable access to the Premises and/or Building, upon reasonable prior written notice to Tenant, for the purpose of

inspecting and making Landlord repairs to the Premises and/or Building and for the purposes of monitoring Tenant's compliance with Services Agreement. Landlord shall always have access to the Premises and/or Building in the event of maintenance or security emergencies.

4.4 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage any portion of the Premises and/or Building, and to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited for use by Tenant to provide services as agreed between Tenant and Landlord's Department of Family and support Services pursuant to the Services Agreement. All such activities must be provided consistent with Tenant's not-for-profit purposes and so as to lessen the burdens of government by providing such social care services.

4.5 Alterations and Additions. Tenant may make alterations, additions, and improvements on the Premises. Any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and building codes. In addition, Tenant will comply with all insurance requirements under this Lease including, but not limited to, Section 6.1 (f). Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions, and or improvements including, but not limited to, telephone network switch and upgrades. Any additions and improvements shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant. Notwithstanding the foregoing, Landlord shall not have any affirmative obligations to provide any additional services or incur additional costs for code upgrades or code repairs or other improvements to either the Premises or the Building that may be triggered by any of Tenant's alterations, additions, or improvements.

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.

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 or Building. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy

same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Tenant shall procure and maintain at all times at Tenant's own expense, during the term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Tenant's employees and Employer's Liability coverage with limits of not less than $500,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than $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, non-contributory basis for any liability arising directly or indirectly from the Lease.

c) Professional/ Liability. When any professional consultants perform services in the Premises or in connection with Tenant's use of the Premises, Liability Insurance covering acts, errors or omissions related to such activities must be maintained with limits of not less than $3,000,000. Coverage must include contractual liability. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Tenant shall provide Landlord with copies of the professional licenses and/or certificates for each of the professional consultants performing services in the Premises or in connection with the Tenant's use of the Premises.

d) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, for bodily injury and property damage.

e) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

f) All Risk Builders Risk Insurance. When Tenant undertakes any construction including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

6.2 Other Terms of Insurance. The Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. The Tenant shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Landlord 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 Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the Landlord. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Landlord retains the right to terminate the Lease until proper evidence of insurance is provided.

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

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

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

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

The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under the Lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.
The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, invitees, agents, or employees or from any liability arising from access to the Premises or the Building by any of Tenant's contractors, invitees, agents, or employees or any third parties seeking services from Tenant.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises and/or the Building are damaged or destroyed or a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant or Landlord's opinion, the Premises and/or Building are rendered untenantable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, Tenant shall cease operations immediately and the Operating Costs shall be apportioned as of the date of such damage or destruction. Landlord shall repay to Tenant any prepaid Operating Costs.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use her or 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 beginning on January 1, 2014 and the rent and Operating Costs will be the same as outlined in Section 3.1 and Section 3.2 of this Lease. During any holding over, all other provisions of this Lease shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of Family and Support Services
1615 West Chicago Avenue
Chicago, Illinois 60622

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Catholic Charities of the Archdiocese of Chicago
721 North LaSalle Street
Chicago, Illinois 60610

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, 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 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. Landlord and Tenant shall have the right to terminate this Lease for any reason by providing each other with ninety (90) days prior written notice at any time after 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 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice. A default under the Services Agreement (after lapse of any notice and cure period provided for thereunder) shall also constitute an immediate default under this Lease (with no additional notice or cure period).

10.13 No Brokers. Tenant warrants to Landlord that no broker or finder (a) introduced Tenant to the Premises, (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 or 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. Any and all payments due from Tenant to Landlord under this Lease shall be paid directly to Landlord.

10.14 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease, including, but not limited to, leasehold expansion or reduction within the Building and space remeasurement. Provided, however, that such Amendment(s) shall not serve to extend the 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 Compliance with Department of Family and Support Services. Tenant shall at all times be in compliance with the Service Agreement or any agreements entered into between Tenant and Landlord's Department of Family and Support Services relative to the Premises and/or Building.

10.16 Access to Parking Lot. Tenant, its agents, employees, licensees, contractors, clients, and invitees shall have non-exclusive access to the rear parking lot of the Building on a first-come first-served basis. Such use of the rear parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot. Tenant acknowledges that Landlord may from time to time lease parts of the parking lot to other parties. Landlord and Tenant acknowledge that in fulfilling Landlord and Tenant's public benefit mission, the parking lot is provided primarily for the benefit of Landlord's clients and Tenant's clients.

10.17 Existing Furniture. Tenant may use any furniture belonging to Landlord and located within the Premises that is not removed by Landlord prior to the Date of Occupancy.

10.18 No Other Rights. The execution of this Lease does not give Tenant any other right with respect to the Premises and/or Building. Any rights not expressly granted to Tenant through this Lease are reserved exclusively to Landlord. Unless otherwise specified in this Lease, execution of this Lease does not obligate Landlord to undertake any additional duties or services.

10.19 Municipal Marketing Efforts. The City shall have the right to install digital advertising sign on the adjoining parking lot as part of the City's municipal marketing efforts, subject to the separate approval of City Council.

10.20 No Construction against Preparer. This Lease shall not be interpreted in favor of either the Landlord or Tenant. Landlord and Tenant acknowledge that both parties participated fully in the mutual drafting of this Lease.

SECTION 11. RESPONSIBILITIES OF TENANT

11.1 Tenant Inspection. Tenant has inspected the Premises, Building, and all related areas and grounds. Tenant is satisfied with the physical condition thereof. Tenant accepts the Premises and the Building in "as-is" condition.

11.2 Access to Public Shelter Space. Tenant shall have non-exclusive access to the approximately 2,430 square feet public shelter space (the "Shelter") located on the 1st floor of the Building as identified on Exhibit C. The Shelter shall be used by clients of the Landlord's Department of Family and Support Services, by Tenant's clients, and by members of the general public. Tenant shall not be required to pay Operating Costs for the space allocable to the Shelter. The Shelter space shall, however, be subject to all of the other terms and conditions of this Lease.

11.3 General Condition. Tenant shall keep the Premises in a sanitary condition, free of insects, rodents, vermin and other pests. Tenant shall be responsible for payment of any extermination services that may be required to resolve any issues that may arise from Tenant's failure to maintain the Premises in a sanitary condition, free of insects, rodents, vermin and other pests.

11.4 Use of Phone Lines and Data Lines. Where possible, Tenant shall use Landlord's existing phone and data lines for Tenant's phone and data lines. If Tenant requires additional or new phone or data lines, Tenant shall pay for all costs required for such additional or new phone or data lines. Tenant shall also be responsible for removal or relocation of any City phone or data lines that may be required for installation of Tenant's equipment. In the event that that Tenant uses the City's phone lines or data lines, Landlord's cost for such phone lines shall be included as a fully reimbursable Operating Cost per Section 3.3 of this Lease.

11.5 Security. Landlord shall provide security for the Building and the Premises. Tenant shall secure Tenant's property located within the Premises. Landlord's security costs shall be included as reimbursable Operating Costs. Tenant shall abide by any security rules that may apply to the Building and/or the Premises.

11.6 Security Procedures. Landlord shall provide Tenant with a key and, if applicable, a security code, for Tenant's access to the Building entrance and the Premises. If Tenant desires to access the Premises or Building before the Building opens or after it closes, it shall be the Tenant's responsibility to open and close the Building and Premises.

11.7 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

11.8 Fire Extinguishers. Landlord shall provide and maintain fire extinguishers as may be required by applicable code in the Building and the Premises at all times. Landlord's costs to provide and maintain fire extinguishers shall be included in the reimbursable Operating Costs

11.9 Signage. Tenant may place exterior and interior signage on the Premises and/or Building. Such signage and placement must be approved in writing by the Commissioner of the Department of Fleet and Facility Management.

11.10 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard. Tenant shall not store any hazardous materials within the Premises and/or Building. Tenant shall dispose of all medical wastes, if any, at Tenant's cost and in accordance with any applicable laws.

11.11 Trade Fixtures. Tenant shall maintain Tenant's equipment and trade fixtures in the Premises in good condition. Upon the termination or cancellation of this Lease, Tenant shall remove Tenant's personal property and equipment and shall repair any injury or damage to the Premises and/or Building resulting from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease serving as a bill of sale, without further payment or credit by Landlord to Tenant.

11.12 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or Building, is illegal, or increases the rate of insurance on the Premises and/or Building.

11.13 No Alcohol or Illegal Drugs. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises or Building by Tenant's staff, contractors, agents, invitees, or clients.

11.14 Licensing and Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Department of Family and Support Services and the Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Lease.

11.15 Full Liability. Tenant assumes full legal and financial responsibility and liability for any use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and clients entering the Premises to receive services from Tenant.

11.16 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income with respect to services provided by Tenant on the Premises. Tenant shall not use the Premises for any religious purposes.

11.17 Building Rules. Tenant shall comply with all reasonable rules and regulations in place at Lease execution or thereafter promulgated in writing by Landlord for the Building including, but not limited to, any parking lot rules and regulations.

11.18 Economic Disclosure Statement and Affidavit ("EDS") Updates. Throughout the Lease Term, Tenant shall provide Landlord with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement and Affidavit ("EDS"). Landlord may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Lease.

11.19 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to Landlord in a comparable or better condition to the condition of the Premises at the beginning of Tenant's occupancy, with normal wear and tear taken into consideration.

SECTION 12. TENANT DISCLOSURES AND REPRESENTATIONS

12.1 Business Relationships. Tenant acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Lease, 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 Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

12.2 Patriot Act Certification. Tenant represents and warrants that neither Tenant 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 U.S. Department of the Treasury, 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, 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 Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, 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.

12.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant 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 fundraising committee (i) after execution of this Lease by Tenant, (ii) while this Lease or any Other Contract is executory, (iii) during the term of this Lease or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant 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.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant 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. 2011-4 constitutes a breach and default under this Lease, 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 Lease, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to close the transaction contemplated by this Lease.

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 Tenant 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 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.

12.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any

subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, 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 Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractor's 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 Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Tenant's eligibility for future contract awards.

12.5 Failure to Maintain Eligibility to do Business with City. Failure by Tenant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

12.6 Cooperation with Inspector General and Legislative Inspector General. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the Tenant acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and Office of the Legislative Inspector General in connection with any activities undertaken by such office with respect to this Lease, including, without limitation, making available to the Office of the Inspector General and the Office of the Legislative Inspector General the department's premises, equipment, personnel, books, records and papers. The Tenant agrees to abide by the provisions of Chapter 2-26-110 et seq.

12.7 *Shakman* Prohibitions.

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Tenant is aware that City policy prohibits City employees from directing any directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Tenant under this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Tenant.

(ii) Tenant will not condition, base, or knowingly prejudice or affect any term or term or aspect to the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iii) In the event of any communication to Tenant by a City employee or City official in violation of Section 9.9(c)(ii) above, or advocating a violation of Section 9.9(c)(iii) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

THE CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF FAMILY AND SUPPORT SERVICES

By: _____
Commissioner

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY
BY: DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

TENANT:

CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO,
an Illinois Not-for-Profit Corporation

By: _____

Name: _____

Its: _____

[Exhibits "B" and "C" referred to in this Lease Agreement with Catholic Charities of The Archdiocese of Chicago unavailable at time of printing.]

Exhibits "A" and "D" referred to in this Lease Agreement with Catholic Charities of The Archdiocese of Chicago read as follows:

Exhibit "A".
(To Lease Agreement With Catholic Charities
Of The Archdiocese Of Chicago)

Legal Description Of Garfield Center:

Part of Lots 40, 41 and 42 in Block 1 of Superior Court Partition of the east half of the northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

Common Address:

10 South Kedzie Avenue.

Permanent Index Number:

16-14-203-047 (partial).

Exhibit "D".
(To Lease Agreement With Catholic Charities
Of The Archdiocese Of Chicago)

Estimated Operating Cost For First Year.

Garfield Park Community Center
10 S. Kedzie Ave.

(Subject To Further Revisions)

Operating Costs	Building Annual
Electricity Service	$136,251
Gas Service	32,712
Custodial Services	192,380
Security Services	203,925

Operating Costs	Building Annual
Dumpster Services	$ 2,731
Landscaping	6,748
Pest Control	450
TOTAL:	$575,197

10 South Kedzie Avenue Premises = 5.45% of Building.

10 South Kedzie Avenue Premises Annual Operating Costs ($575,197 x 5.45%) = $31,348.24.

10 South Kedzie Avenue Premises Monthly Operating Costs ($31,348.24/12) = $2,612.35.

LEASE AGREEMENT WITH KIDS OFF THE BLOCK FOR CITY-OWNED PROPERTY AT 11614 -- 11624 S. MICHIGAN AVE.

[O2012-5773]

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

CHICAGO, October 3, 2012.

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 Fleet and Facility Management authorizing the execution of a lease agreement with Kids Off the Block for City-owned property located at 11614 -- 11624 South Michigan Avenue (9th Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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. On behalf of the City of Chicago, as landlord, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Housing and Economic Development are authorized to execute a lease with Kids Off the Block, as tenant, governing access to approximately 12,500 square feet of vacant land located at 11614 -- 11624 South Michigan Avenue for use as a public playground and memorial; such lease 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 No. 20267.

THIS LEASE is made and entered into this _____ day of _____, 2012 by and between, the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (herein referred to as "Landlord" or "City"), and **KIDS OFF THE BLOCK**, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the premises more commonly known as 11614-24 South Michigan Avenue, Chicago, Cook County, Illinois; and

WHEREAS, the property located at 11614-24 South Michigan Avenue has no present municipal use; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 12,500 square feet of vacant land located at 11614-24 South Michigan Avenue as legally described on **Exhibit A** attached hereto and made a part hereof to be used for public recreation and as a public memorial; and

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 12,500 square feet of a vacant located at 11614-24 South Michigan Avenue, Chicago, Illinois (PIN 25-22-307-022 through -025 - the "Premises").

SECTION 2. TERM

The term of this Lease ("Term") shall commence on the execution date ("Commencement Date") and shall end on December 31, 2014, unless sooner terminated as set forth in the Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of:

One Dollar ($1.00) for the entire Term, the receipt and sufficiency of said sum being herewith acknowledged by both parties.

3.2 Utilities. Tenant shall pay when due all charges for gas, electricity, water, sewer, light, heat, telephone, other communication, and any other utilities and charges that may be assessed on the Premises during, or as a result of, Tenant's use of the Premises.

3.3 Taxes. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold, real estate, and other property taxes, interest, or penalties assessed or levied on the Premises during the Term. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate and leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate, interest, and penalties assessed or levied on the Premises on account of Tenant's use for at least one (1) year after Tenant vacates the Premises. Tenant's failure to pay any such taxes, penalties, or interest shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes, penalties, or interest during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

3.4 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of any monies due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, USE, STANDARDS

4.1 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 enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord.

4.2 Tenant's Duty to Maintain Premises and Right of Access. Tenant shall, at Tenant's expense, keep the Premises in a condition of good repair and 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"), and Title 17 ("Landscape Ordinance"). Landlord shall have the right of access to the Premises for the purpose of inspecting, 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.

4.3 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all

respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to the use as public recreation space and as a public memorial. Tenant shall not charge any fee for such use. Tenant may also host periodic outreach and other public events on the Premises provided Tenant secures any necessary permits for such events. The promotion and operation of public recreation space and a public memorial does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant shall not use said Premises for political or religious activities. Tenant agrees that it shall not discriminate against any member of the public because of race, creed, religion, color, sexual orientation, or national origin.

4.4 Alterations and Additions. Tenant may not make any permanent alterations, additions, and improvements to the Premises without the prior written approval of the Commissioner of the Department of Housing and Economic Development. Any such alterations and additions shall be made in full compliance with any applicable codes, laws, or standards.

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 prior written consent of the Commissioner of the Department of Housing and Economic Development.

5.2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of Landlord in and to the premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant any claim to, or lien upon, the leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

5.3 Tenant's Covenant against Liens. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to the Lease.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Tenant's employees and Employer's Liability coverage with limits of not less than $100,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than $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, non-contributory 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, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, for bodily injury and property damage.

Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by Tenant.

6.2 Other Terms of Insurance. Tenant will furnish to the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, and the Department of Housing and Economic Development, 121 North LaSalle Street, Room 1000, 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. Tenant shall submit evidence of insurance prior to Lease award. The receipt of any certificates Landlords not constitute agreement by Landlord 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 Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and Landlord retains the right to terminate the Lease until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to Landlord in the event coverage is substantially changed, canceled, or non-renewed.

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

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

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

Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by Tenant under the lease.

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

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to reasonably modify, delete, alter or change these requirements. Landlord shall provide Tenant with thirty (30) day prior written notice of such modification, deletion, alteration, or change of these requirements.

6.3 Additional Insured. Tenant shall name Landlord as an additional insured. Said coverage shall be evidenced on the Certificate of Insurance covering the Premises.

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, employees, or invitees or any liabilities, judgments or settlements that may arise from any access to the Premises by Tenant's invitees or any third parties.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

7.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises. Nor shall any such official, employee, or member participate in making or in any way

attempt to use his/her position to influence any governmental decision or action with respect to this Lease.

7.2 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 or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the Landlord.

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2015 and the rent shall be the same as listed in Section 3.1 of this Lease. During such holding over all other provisions of this Lease shall remain in full force and effect.

SECTION 9. MISCELLANEOUS

9.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

With a courtesy copy to:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Diane Latiker
Kids Off the Block
11627 South Michigan Avenue
Chicago, Illinois 60628

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

9.2 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.

9.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

9.4 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.

9.5 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.

9.6 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.

9.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

9.8 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.

9.9 Authorization to Execute Lease. The Parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, without any contingencies or conditions except as specifically provided herein.

9.10 Termination of Lease. Landlord and/or Tenant shall have the right to terminate this Lease without penalty and for any, or no, reason by providing each other with sixty (60) days prior written notice at any time after the Commencement Date.

9.11 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, acts of terrorism, 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.

9.12 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice.

9.13 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease. 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.

SECTION 10. ADDITIONAL RESPONSIBILITIES OF TENANT

10.1 Satisfaction with Condition. Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in its "as is," "where is" and "with all faults" condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or any other physical characteristic of the Premises; (d) compliance of the Premises with any applicable laws, including, without limitation, Environmental Laws; or (e) the presence or removal of hazardous substances or environmental conditions in, on, under or about the Premises.

10.2 Maintenance. Tenant shall provide, at Tenant's expense, any and all service for maintenance of the Premises during Tenant's occupancy. Tenant acknowledges that Landlord shall not have any maintenance obligations with respect to the Premises.

10.3 Custodial Service. Tenant shall provide and pay for custodial services which shall be construed as keeping the Premises clean and free of debris or vehicles. Tenant shall keep the Premises clean, presentable, free of litter and in good repair.

10.4 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Premises and shall assume responsibility for failure to do so. Tenant acknowledges that Landlord shall have no snow or ice removal responsibilities.

10.5 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to any portion of the Premises necessitated by the negligence, vandalism, misuse, or other acts on any portion of the Premises by Tenant's employees, clients, invitees, agents, contractors, invitees, or third parties.

10.6 Security. Tenant shall secure the Premises. Tenant acknowledges that Landlord shall have no security obligations relative to Tenant's use of the Premises. Tenant shall properly secure the Premises. Tenant's security obligations do not cease until this Lease is terminated, Tenant completely vacates the Premises, and Tenant receives written notification from Landlord that Landlord has assumed security responsibilities. Tenant shall not permit loitering on the Premises.

10.7 Scavenger Service. Tenant shall provide and pay for its own scavenger service if necessary.

10.8 No Alcoholic Beverages. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises.

10.9 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.

10.10 Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Department of Housing and Economic Development and the Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a material breach of the terms of this Lease.

10.11 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, third parties, and any other person, persons, or entities entering the Premises.

10.12 Condition at Termination. Upon the termination of this Lease, Tenant shall surrender the Premises to the Landlord in the same or better condition to the condition of the Premises at the beginning of Tenant's use of the Premises. At Landlord's option, Tenant shall remove all equipment and/or materials placed on the Premises by Tenant or anyone acting by or through Tenant. Said removal shall be without cost to Landlord. Provided, however, that at Lease

termination Landlord may declare that any fencing or non-mobile equipment that Tenant may have installed shall become the property of Landlord without further credit, payment, or reimbursement by Landlord to Tenant.

10.13 No Fee. Tenant shall not charge a fee to anyone for access or use of the Premises.

10.14 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord in any manner and Landlord shall not undertake any additional duties or services.

10.15 Future Site Development. Tenant understands that Landlord's Department of Housing and Economic Development may actively market the Premises to other parties including, but not limited to, the Chicago Park District. Landlord may, but is under no obligation to, market the site to Tenant. In the event that the Premises are sold or otherwise conveyed by Landlord, this Lease shall terminate with appropriate notice pursuant to Section 9.10. In such event, Tenant's sole remedy is to vacate the Premises. Landlord is under no obligation to provide Tenant with alternative locations.

10.16 Economic Disclosure Statement and Affidavit ("EDS") Updates. Throughout the Lease Term, Tenant shall provide Landlord with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement and Affidavit ("EDS"). Landlord may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Lease.

10.17 Prior Improvements. Tenant acknowledges that the Premises were improved with a basketball court and victim's memorial without Landlord's assistance or knowledge prior to the execution of this Lease. Tenant acknowledges that partial fencing was previously installed by or through Tenant along portions of the Premises. Such improvements were undertaken for public benefit. Tenant acknowledges that Landlord shall have no responsibilities relative to the basketball court, victim's memorial, or fencing. It shall be the Tenant's continuing obligation to ensure that the basketball court, victim's memorial, and fencing are maintained and in full compliance with any applicable codes, permits, and laws.

SECTION 12. TENANT DISCLOSURES AND REPRESENTATIONS

12.1 Business Relationships. Tenant acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Lease, 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 Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

12.2 Patriot Act Certification. Tenant represents and warrants that neither Tenant 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 U.S. Department of the Treasury, 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, 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 Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, 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.

12.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant 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 fundraising committee (i) after execution of this Lease by Tenant, (ii) while this Lease or any Other Contract is executory, (iii) during the term of this Lease or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant 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.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant 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. 2011-4 constitutes a breach and default under this Lease, 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 Lease, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Lease, the City may elect to decline to close the transaction contemplated by this Lease or to suspend the transaction after execution.

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 Tenant 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 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.

12.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, 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 Lease, at law or in equity. This section does not limit Tenant's, 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 Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Tenant's eligibility for future contract awards.

12.5 Failure to Maintain Eligibility to do Business with City. Failure by Tenant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

12.6 Cooperation with Inspector General and Legislative Inspector General. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the Tenant acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and the Office of the Legislative Inspector General in connection with any activities undertaken by such office with respect to this Lease, including, without limitation, making available to the Office of the Inspector General and the Office of the

Legislative Inspector General the department's premises, equipment, personnel, books, records and papers. The Tenant agrees to abide by the provisions of Chapter 2-26-110 et seq.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written

LANDLORD:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government
BY: THE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

By: _____
Commissioner

BY: THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

TENANT:

KIDS OFF THE BLOCK,
an Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____

Exhibit "A" referred to in this Lease Agreement with Kids Off the Block reads as follows:

Exhibit "A".
(To Lease Agreement With Kids Off The Block)

Legal Description Of Premises:

Lots 21 through 24 in Block 1 of Sawyer's Subdivision of Block 3 in First Addition to Kensignton, a subdivision of the south 20 acres of the north half of the southwest quarter of fractional Section 22 except the northeast 4 acres also the south half of the southwest quarter of fractional Section 22, except the R.R., all of the fractional northeast quarter of fractional Section 28 lying south of the Indian Boundary Line, all in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

11614 -- 11624 South Michigan Avenue.

Permanent Index Numbers:

25-22-307-022;

25-22-307-023;

25-22-307-024; and

25-22-307-025.

LEASE AGREEMENT WITH WALSH CONSTRUCTION CO. FOR PROPERTY AT 5145 S. WESTERN BLVD. FOR USE BY DEPARTMENT OF STREETS AND SANITATION AND DEPARTMENT OF FLEET AND FACILITY MANAGEMENT.
[O2012-5776]

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

CHICAGO, October 3, 2012.

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 Fleet and Facility Management authorizing the execution of a lease agreement with Walsh Construction Company for property at 5145 South Western Boulevard (16th Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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:

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

SECTION 1. On behalf of the City of Chicago, as tenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a lease with Walsh Construction Company, as landlord, governing the access to approximately 50,000 square feet of vacant land located at 5145 South Western Boulevard for use by the Department of Streets and Sanitation and the Department of Fleet and Facility Management; such lease 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 No 13062.

This **LEASE** (this "Agreement") is made as of _____, 2012 (the "Commencement Date"), by and between the **CITY OF CHICAGO,** an Illinois municipal corporation and home rule unit (the "Tenant") and **WALSH CONSTRUCTION COMPANY,** an Illinois corporation (the "Landlord").

RECITALS

WHEREAS, Landlord is the owner of the property more commonly known as 5145 South Western Boulevard, Chicago, Cook County, Illinois; and

WHEREAS, Tenant is the owner of the adjacent property more commonly known as 2300 West 52nd Street, Chicago, Cook County, Illinois; and

WHEREAS, Tenant is expanding Tenant's operations at 2300 West 52nd Street and Tenant requires additional parking and operational space; and

WHEREAS, Landlord is not presently using Landlord's 5145 South Western Boulevard property; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 50,000 square feet of vacant land located in the rear of 5145 South Western Boulevard be used by the Tenant for non-public parking and operational space (the "Use").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Grant**. Landlord hereby leases to Tenant the following described premises:

Approximately 50,000 square feet of vacant land located in the rear of 5145 South Western Boulevard, Chicago Illinois (part of PIN 20-07-304-047 - the "Premises").

This grant extends to, and the Tenant shall be responsible for, its agents, employees, contractors, subcontractors and consultants. This Lease agreement is non-assignable.

3. **Term**. The term of this Lease ("Term") shall begin on the Commencement Date and shall end on December 31, 2014 unless sooner terminated, or extended, as set forth in this Lease.

4. **Cost.** Tenant shall pay base rent for the Premises in the amount of One Dollar ($1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties. The Tenant shall be responsible for all costs and expenses associated with the Use.

5. **Indemnification.** The Tenant shall indemnify, defend and hold the Landlord, and its officers, agents, and employees, harmless from and against any and all negligent actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred in connection with, arising out of or incident to (a) any act or omission of the Tenant or its agents, employees, contractors, subcontractors or consultants, or (b) any entry upon or use of the Premises by or on behalf of the Tenant in connection with this agreement, or (c) any default by Tenant under this Lease. The foregoing indemnity shall survive any termination of this agreement. Landlord agrees to use commercially reasonable efforts to deliver notice of any matured claim for indemnification no later than six months after the termination of the Lease.

6. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties regarding the Tenant Use and the Tenant's right of entry and supersedes any prior oral or written agreements with respect to the matters stated herein.

7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original signature.

8. **Alterations and Improvements.** Tenant may make improvements and repairs to the fencing located on the south of the Premises. Tenant shall have no rights to make any other alterations, additions, or improvements on the Premises without the Landlord's written consent.

9. **Termination.** Tenant and Landlord shall have the right to terminate this agreement for any reason without penalty by providing the other party with thirty (30) days prior written notice at any time.

10. **Condition on Termination.** Upon expiration of the Term, Tenant shall surrender the Premises to Landlord in the same condition of the Premises at the beginning of this agreement. Tenant must remove all equipment and materials placed on the Premises upon termination of this agreement.

11. **Licensing and Permits.** For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. Landlord is not obligated to provide any assistance relative to Tenant's Use of the Premises.

12. **Repairs for Tenant Negligence, Vandalism, or Misuse.** Tenant shall assume all responsibility for any repairs to the Premises or any of Landlord's adjoining property necessitated by the use, negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors.

13. **Inspection, Maintenance, Snow Removal**. Tenant has inspected the Premises and accepts the Premises in "as-is" condition. Landlord shall have no obligation to maintain the Premises for Tenant. Landlord shall have no obligation to keep the Premises free of ice or snow.

14. **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:

Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street
Suite 300
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:

Walsh Construction Company
929 West Adams Street
Chicago, Illinois 60607

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.

15. **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.

16. **Governing Law**. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **Amendments.** From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration thereof including, but not limited to, leasehold expansion or leasehold reduction. 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.

24. **Holding Over.** Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2015. During such holding over all other provisions of this Lease shall remain in full force and effect.

25. **Disclosure Provisions.**

25.1 **Business Relationships.** Landlord acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City of Chicago, or any person acting at the direction of such official, to contact, either orally or

in writing, any other City of Chicago official or employee with respect to any matter involving any person with whom the elected City of Chicago 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 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

25.2 Patriot Act Certification. Landlord represents and warrants that neither Landlord nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City of Chicago may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, 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.

25.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("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 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (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 fundraising committee (a) after execution of this Agreement by Landlord, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Landlord represents and warrants that from the later of (a) May 16, 2011, or (b) the date the Tenant approached Landlord, or the date Landlord approached the Tenant, 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.

Landlord 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.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the Tenant, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the Tenant to all remedies (including, without limitation, termination for default) under this Agreement, and 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 No. 2011-4 prior to the Closing, the Tenant may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the Tenant 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.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) 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

(v) 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) joint credit account;
(C) a joint checking account;
(D) a lease for a residence identifying both domestic partners as Landlords.

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(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

25.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Landlord's, 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 Tenant to all remedies under the Agreement, at law or in equity. This section does not limit Landlord's, 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. Non-compliance with these terms and conditions may be used by the Tenant as grounds for the termination of this Agreement, and may further affect the Landlord's eligibility for future contract awards.

25.5 Failure to Maintain Eligibility to do Business with City of Chicago. Failure by Landlord or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

25.6 Cooperation with Office of Inspector General and Legislative Inspector General. It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that Landlord will inform its contractors and subcontractors of this provision and require their compliance.

25.7 *Shakman* Prohibitions.

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Landlord is aware that City policy prohibits City employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and from directing Landlord to hire an individual as an employee or as a subcontractor. Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Landlord under this Lease are employees or subcontractors of Landlord, not employees of the City of Chicago. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Landlord.

(iii) Landlord will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of

individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Landlord by a City employee or City official in violation of Section 9.9(c)(ii) above, or advocating a violation of Section 9.9(c)(iii) above, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LANDLORD:

WALSH CONSTRUCTION COMPANY,
an Illinois Corporation

By: _____

Print Name: _____

Its: _____

TENANT:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

THE DEPARTMENT OF STREETS AND SANITATION

By: _____
Commissioner

Approved as to form:

_____
Deputy Corporation Counsel

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 8.41 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. STONY ISLAND AVE.

[O2012-5652]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Michelle Harris (which was referred on September 12, 2012) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (8.41) to allow the issuance of additional alcoholic liquor licenses on portion of South Stony Island Avenue, 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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.)

~~(8.41) On Stony Island Avenue, from 87th Street to 91st Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 10.260 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. COMMERCIAL AVE.

[O2012-5631]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman John Pope (which was referred on September 12, 2012) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (10.260) to allow the issuance of additional alcoholic liquor licenses on portion of South Commercial Avenue, 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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.)

~~(10.260) On Commercial Avenue, from 91st Street to South Chicago Avenue thence to Harbor Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES WITHIN CERTAIN AREAS OF 7TH WARD.

[O2012-5623]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Sandi Jackson (which was referred on September 12, 2012) to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor licenses and package goods licenses in portions of the 7th 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 and 3 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(7.27) through 4-80-022(7.323), 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.)

(7.27) On 71st Street, from Exchange Avenue to Coles Avenue.

(7.28) On 71st Street, from Coles Avenue to the end of 71st Street east of South Shore Drive.

(7.29) On South Shore Drive, from 72nd Street to 73rd Street.

(7.30) On South Shore Drive, from 73rd Street to 75th Street.

(7.31) On South Shore Drive, from 75th Street to 77th Street.

(7.32) On South Shore Drive, from 77th Street to 79th Street.

(7.33) On Coles Avenue, from 72nd Street to 74th Street.

(7.34) On Coles Avenue, from 74th Street to 76th Street.

(7.35) On Coles Avenue, from 76th Street to 77th Street.

(7.36) On Coles Avenue, from 77th Street to 78th Street.

(7.37) On Coles Avenue, from 78th Street to 79th Street.

(7.38) On 73rd Street, from Exchange Avenue to the end of 73rd Street east of South Shore Drive; and on 72nd Place, from Exchange Avenue to the end of 72nd Place east of Exchange Avenue; and on 72nd Place, from South Shore Drive to the end of 72nd Place east of South Shore Drive.

(7.39) On 74th Street, from Exchange Avenue to the end of 74th Street east of South Shore Drive; and on 73rd Place, from Exchange Avenue to the end of 73rd Place east of Exchange Avenue; and on 74th Place, from Exchange Avenue to Coles Avenue.

(7.40) On 75th Street, from Exchange Avenue to the end of 75th Street east of South Shore Drive; and on 75th Place, from Exchange Avenue to Coles Avenue.

(7.41) On 77th Street, from Exchange Avenue to the end of 77th Street east of South Shore Drive, and on 76th Place, from Exchange Avenue to Coles Avenue; and on 77th Place, from Exchange Avenue to Coles Avenue.

(7.42) On 78th Street, from Exchange Avenue to the end of 78th Street east of South Shore Drive, and on 78th Place, from Exchange Avenue to Coles Avenue.

(7.43) On Cheltenham Place, from 79th Street to the end of Cheltenham Place east of South Shore Drive.

(7.44) On 73rd Street, from Paxton Avenue to Crandon Avenue.

(7.45) On 73rd Street, from Crandon Avenue to Yates Boulevard; and on 72nd Street, from Oglesby Avenue to Yates Boulevard.

(7.46) On 73rd Street, from Yates Boulevard to Exchange Avenue.

(7.47) On 74th Street, from Paxton Avenue to Crandon Avenue.

(7.48) On 74th Street, from Crandon Avenue to Yates Boulevard; and on 74th Place, from Phillips Avenue to Kingston Avenue.

(7.49) On 74th Street, from Yates Boulevard to Exchange Avenue.

(7.50) On 76th Street, from Paxton Avenue to Crandon Avenue.

(7.51) On 76th Street, from Crandon Avenue to Yates Boulevard.

(7.52) On 76th Street, from Yates Boulevard to Essex Avenue.

(7.53) On 76th Street, from Essex Avenue to Colfax Avenue.

(7.54) On 76th Street, from Colfax Avenue to Exchange Avenue; and on 76th Place, from Marquette Avenue to Exchange Avenue.

(7.55) On 77th Street, from Paxton Avenue to Crandon Avenue.

(7.56) On 77th Street, from Crandon Avenue to Yates Boulevard.

(7.57) On 77th Street, from Yates Boulevard to Essex Avenue.

(7.58) On 77th Street, from Essex Avenue to Colfax Avenue.

(7.59) On 77th Street, from Colfax Avenue to Exchange Avenue.

(7.60) On 78th Street, from the B. & O. railroad right-of-way to Oglesby Avenue.

(7.61) On 78th Street, from Oglesby Avenue to Phillips Avenue.

(7.62) On 78th Street, from Phillips Avenue to Kingston Avenue.

(7.63) On 78th Street, from Kingston Avenue to Saginaw Avenue.

(7.64) On 78th Street, from Saginaw Avenue to Burnham Avenue.

(7.65) On 78th Street, from Burnham Avenue to Exchange Avenue.

(7.66) On 80th Street, from Paxton Avenue to Crandon Avenue.

(7.67) On 80th Street, from Crandon Avenue to Yates Boulevard.

(7.68) On 81st Street, from Oglesby Avenue to Phillips Avenue.

(7.69) On 81st Street, from Phillips Avenue to Kingston Avenue.

(7.70) On 81st Street, from Kingston Avenue to Saginaw Avenue.

(7.71) On 81st Street, from Saginaw Avenue to Manistee Avenue.

(7.72) On 81st Street, from Manistee Avenue to Muskegon Avenue.

(7.73) On 81st Street, from Muskegon Avenue to Exchange Avenue; and on 81st Place, from Exchange Avenue to Commercial Avenue.

(7.74) On 81st Street, from Exchange Avenue to Houston Avenue; and on 80th Place, from Exchange Avenue to Houston Avenue.

(7.75) On 81st Street, from Houston Avenue to Brandon Avenue.

(7.76) On 82nd Street, from Oglesby Avenue to Essex Avenue.

(7.77) On 82nd Street, from Essex Avenue to Colfax Avenue.

(7.78) On 82nd Street, from Colfax Avenue to Marquette Avenue.

(7.79) On 82nd Street, from Marquette Avenue to Burnham Avenue.

(7.80) On 82nd Street, from Burnham Avenue to Escanaba Avenue.

(7.81) On 82nd Street, from Escanaba Avenue to Commercial Avenue; and on 82nd Place, from Exchange Avenue to Commercial Avenue.

(7.82) On 82nd Street, from Commercial Avenue to Coles Avenue.

(7.83) On 82nd Street, from Coles Avenue to Brandon Avenue.

(7.84) On 83rd Street, from Oglesby Avenue to Phillips Avenue.

(7.85) On 83rd Street, from Phillips Avenue to Kingston Avenue.

(7.86) On 83rd Street, from Kingston Avenue to Saginaw Avenue.

(7.87) On 83rd Street, from Saginaw Avenue to Manistee Avenue.

(7.88) On 83rd Street, from Manistee Avenue to Muskegon Avenue.

(7.89) On 83rd Street, from Muskegon Avenue to Exchange Avenue.

(7.90) On 83rd Street, from Houston Avenue to South Shore Drive.

(7.91) On 83rd Street, from South Shore Drive to the end of 83rd Street east of Mackinaw Avenue; and on Burley Avenue, from 83rd Street to the end of Burley Avenue, and on Buffalo Avenue, from 83rd Street to the end of Buffalo Avenue, and on Mackinaw Avenue, from 83rd Street to the end of Mackinaw Avenue.

(7.92) On 84th Street, from Yates Boulevard to Essex Avenue.

(7.93) On 84th Street, from Essex Avenue to Colfax Avenue.

(7.94) On 84th Street, from Colfax Avenue to Marquette Avenue.

(7.95) On 84th Street, from Marquette Avenue to Muskegon Avenue.

(7.96) On 85th Street, from Yates Boulevard to Essex Avenue.

(7.97) On 85th Street, from Essex Avenue to Colfax Avenue.

(7.98) On 85th Street, from Colfax Avenue to Marquette Avenue.

(7.99) On 85th Street, from Marquette Avenue to Muskegon Avenue.

(7.100) On 86th Street, from Yates Boulevard to Essex Avenue.

(7.101) On 86th Street, from Essex Avenue to Colfax Avenue.

(7.102) On 86th Street, from Colfax Avenue to Marquette Avenue.

(7.103) On 86th Street, from Marquette Avenue to Muskegon Avenue.

(7.104) On Commercial Avenue, from 83rd Place to Baltimore Avenue thence to 87th Street; and on 87th Street, from Baltimore Avenue to Burley Avenue; and on Burley Avenue, from its end north of 86th Street to 89th Street; and on 86th Street to its end west of Burley Avenue; and on 89th Street, from Burley Avenue to Baltimore Avenue, and on Baltimore Avenue, from 89th Street to 88th Street; and on 88th Street to its end east of Baltimore Avenue.

(7.105) On 83rd Place, from Commercial Avenue to Baker Avenue; thence on Baker Avenue to Bond Avenue.

(7.106) On Bond Avenue, from the I.C.G. railroad right-of-way to South Shore Drive, thence to 83rd Street.

(7.107) On Paxton Avenue, from 80th Street to 77th Street.

(7.108) On Paxton Avenue, from 77th Street to 75th Street.

(7.109) On Paxton Avenue, from 75th Street to 73rd Street.

(7.110) On Luella Avenue, from 80th Street to 78th Street.

(7.111) On Luella Avenue, from 78th Street to 76th Street.

(7.112) On Luella Avenue, from 76th Street to 73rd Street.

(7.113) On Crandon Avenue, from 80th Street to 78th Street.

(7.114) On Crandon Avenue, from 78th Street to 76th Street.

(7.115) On Crandon Avenue, from 76th Street to 73rd Street.

(7.116) On Oglesby Avenue, from 83rd Street to 81st Street.

(7.117) On Oglesby Avenue, from 81st Street to 79th Street.

(7.118) On Oglesby Avenue, from 79th Street to 77th Street.

(7.119) On Oglesby Avenue, from 77th Street to 75th Street.

(7.120) On Oglesby Avenue, from 75th Street to 72nd Street.

(7.121) On Yates Boulevard, from 87th Street to 85th Street.

(7.122) On Yates Boulevard, from 85th Street to 83rd Street.

(7.123) On Yates Boulevard, from 83rd Street to 81st Street.

(7.124) On Yates Boulevard, from 81st Street to 79th Street.

(7.125) On Yates Boulevard, from 79th Street to 77th Street.

(7.126) On Yates Boulevard, from 77th Street to 75th Street.

(7.127) On Yates Boulevard, from 75th Street to 72nd Street.

(7.128) On Phillips Avenue, from 87th Street to 85th Street.

(7.129) On Phillips Avenue, from 85th Street to 83rd Street.

(7.130) On Phillips Avenue, from its end south of 81st Street to 79th Street.

(7.131) On Phillips Avenue, from 79th Street to 77th Street.

(7.132) On Phillips Avenue, from 77th Street to 75th Street.

(7.133) On Phillips Avenue, from 75th Street to 72nd Street.

(7.134) On Essex Avenue, from South Chicago Avenue to 86th Street.

(7.135) On Essex Avenue, from 86th Street to 84th Street.

(7.136) On Essex Avenue, from 84th Street to 82nd Street.

(7.137) On Essex Avenue, from 82nd Street to 79th Street.

(7.138) On Essex Avenue, from 79th Street to 77th Street.

(7.139) On Essex Avenue, from 77th Street to 75th Street.

(7.140) On Kingston Avenue, from South Chicago Avenue to 86th Street.

(7.141) On Kingston Avenue, from 86th Street to 84th Street.

(7.142) On Kingston Avenue, from 84th Street to 82nd Street.

(7.143) On Kingston Avenue, from 82nd Street to 79th Street.

(7.144) On Kingston Avenue, from 79th Street to 77th Street.

(7.145) On Kingston Avenue, from 77th Street to 75th Street.

(7.146) On Kingston Avenue, from 75th Street to 73rd Street.

(7.147) On Colfax Avenue, from South Chicago Avenue to 87th Street.

(7.148) On Colfax Avenue, from 87th Street to 85th Street.

(7.149) On Colfax Avenue, from 85th Street to 83rd Street.

(7.150) On Colfax Avenue, from 83rd Street to 81st Street.

(7.151) On Colfax Avenue, from 81st Street to 79th Street.

(7.152) On Colfax Avenue, from 79th Street to 77th Street.

(7.153) On Colfax Avenue, from 77th Street to 74th Street.

(7.154) On Saginaw Avenue, from South Chicago Avenue to 87th Street.

(7.155) On Saginaw Avenue, from 87th Street to 85th Street.

(7.156) On Saginaw Avenue, from 85th Street to 83rd Street.

(7.157) On Saginaw Avenue, from 83rd Street to 81st Street.

(7.158) On Saginaw Avenue, from 81st Street to 79th Street.

(7.159) On Saginaw Avenue, from 79th Street to 77th Street.

(7.160) On Saginaw Avenue, from 77th Street to 75th Street.

(7.161) On Marquette Avenue, from 89th Street to 87th Street.

(7.162) On Marquette Avenue, from 87th Street to 85th Street.

(7.163) On Marquette Avenue, from 85th Street to 83rd Street.

(7.164) On Marquette Avenue, from 83rd Street to 81st Street.

(7.165) On Marquette Avenue, from 81st Street to 79th Street.

(7.166) On Marquette Avenue, from 79th Street to 76th Street.

(7.167) On Manistee Avenue, from 87th Street to 85th Street.

(7.168) On Manistee Avenue, from 85th Street to 83rd Street.

(7.169) On Manistee Avenue, from 83rd Street to 81st Street.

(7.170) On Manistee Avenue, from 81st Street to 79th Street.

(7.171) On Burnham Avenue, from 87th Street to 85th Street.

(7.172) On Burnham Avenue, from 85th Street to the B. & O. railroad right-of-way.

(7.173) On Burnham Avenue, from 82nd Street to 80th Street.

(7.174) On Burnham Avenue, from 80th Street to 78th Street.

(7.175) On Burnham Avenue, from 78th Street to Exchange Avenue.

(7.176) On Muskegon Avenue, from 86th Street to 84th Street.

(7.177) On Muskegon Avenue, from 83rd Street to 81st Street.

(7.178) On Muskegon Avenue, from 81st Street to 79th Street.

(7.179) On Muskegon Avenue, from 79th Street to Exchange Avenue.

(7.180) On Escanaba Avenue, from 83rd Street to 81st Street.

(7.181) On Escanaba Avenue, from 81st Street to Exchange Avenue.

(7.182) On Exchange Avenue, from 83rd Street to 81st Street.

(7.183) On Exchange Avenue, from 81st Street to 79th Street.

(7.184) On Commercial Avenue, from 82nd Street to 80th Place.

(7.185) On Commercial Avenue, from 80th Place to 79th Place thence on 79th Place to Coles Avenue.

(7.186) On Houston Avenue, from 83rd Place to 82nd Street.

(7.187) On Houston Avenue, from 82nd Street to 80th Street.

(7.188) On Coles Avenue, from 83rd Street to 81st Street.

(7.189) On Coles Avenue, from 81st Street to 79th Street.

(7.190) On South Shore Drive, from 83rd Street to 81st Street.

(7.191) On South Shore Drive, from 81st Street to 79th Street.

(7.192) On Brandon Avenue, from 83rd Street to 81st Street.

(7.193) On Brandon Avenue, from 81st Street to 79th Street.

(7.194) On 88th Street, from Kingston Avenue to Saginaw Avenue.

(7.195) On 88th Street, from Saginaw Avenue to Muskegon Avenue; and on Manistee Avenue, from 87th Street to 88th Street.

(7.196) On 89th Street, from Saginaw Avenue to Muskegon Avenue.

(7.197) On South Chicago Avenue, from Yates Boulevard to Saginaw Avenue; and on Yates Boulevard, from 87th Street to its end at the Penn Central railroad right-of-way.

(7.198) On South Chicago Avenue, from Saginaw Avenue to Exchange Avenue.

(7.199) On Muskegon Avenue, from 91st Street to 87th Street.

(7.200) On 91st Street, from South Chicago Avenue to Exchange Avenue thence on Exchange Avenue to 92nd Street.

(7.201) On Anthony Avenue, from Yates Boulevard to 90th Street.

(7.202) On Anthony Avenue, from 90th Street to 93rd Street.

(7.203) On the south side only of 89th Street, from Clyde Avenue to Paxton Avenue.

(7.204) On the south side only of 89th Street, from Paxton Avenue to Crandon Avenue.

(7.205) On the south side only of 89th Street, from Crandon Avenue to Yates Boulevard thence on Yates Boulevard to Anthony Avenue.

(7.206) On 90th Street, from Clyde Avenue to Paxton Avenue.

(7.207) On Marquette Avenue, from 95th Street to Anthony Avenue thence to South Chicago Avenue.

(7.208) On the west side only of Manistee Avenue, from 95th Street to 92nd Street.

(7.209) On 90th Street, from Paxton Avenue to Crandon Avenue.

(7.210) On 90th Street, from Crandon Avenue to Yates Boulevard.

(7.211) On 90th Street, from Yates Boulevard to Essex Avenue.

(7.212) On 90th Street, from Essex Avenue to Anthony Avenue thence on Anthony Avenue to South Chicago Avenue.

(7.213) On 91st Street, from Clyde Avenue to Paxton Avenue.

(7.214) On 91st Street, from Paxton Avenue to Crandon Avenue.

(7.215) On 91st Street, from Crandon Avenue to Yates Boulevard.

(7.216) On 91st Street, from Yates Boulevard to Essex Avenue.

(7.217) On 91st Street, from Essex Avenue to Colfax Avenue.

(7.218) On 91st Street, from Colfax Avenue to Anthony Avenue.

(7.219) On 92nd Street, from Clyde Avenue to Paxton Avenue.

(7.220) On 92nd Street, from Paxton Avenue to Oglesby Avenue.

(7.221) On 92nd Street, from Oglesby Avenue to Phillips Avenue.

(7.222) On 92nd Street, from Phillips Avenue to Kingston Avenue.

(7.223) On 92nd Street, from Kingston Avenue to Saginaw Avenue.

(7.224) On 92nd Street, from Saginaw Avenue to Anthony Avenue.

(7.225) On 93rd Street, from Clyde Avenue to Paxton Avenue.

(7.226) On 93rd Street, from Paxton Avenue to Oglesby Avenue.

(7.227) On 93rd Street, from Oglesby Avenue to Phillips Avenue.

(7.228) On 93rd Street, from Phillips Avenue to Kingston Avenue.

(7.229) On 93rd Street, from Kingston Avenue to Saginaw Avenue.

(7.230) On 93rd Street, from Saginaw Avenue to Manistee Avenue.

(7.231) On 93rd Street, from Manistee Avenue to Anthony Avenue thence on Exchange Avenue to South Chicago Avenue.

(7.232) On 92nd Place, from Luella Avenue to Yates Boulevard; and on Crandon Avenue, from 93rd Street to 92nd Street.

(7.233) On 94th Street, from Clyde Avenue to Paxton Avenue.

(7.234) On 94th Street, from Paxton Avenue to Crandon Avenue.

(7.235) On 94th Street, from Crandon Avenue to Yates Boulevard.

(7.236) On 94th Street, from Yates Boulevard to Essex Avenue.

(7.237) On 94th Street, from Essex Avenue to Colfax Avenue.

(7.238) On 94th Street, from Colfax Avenue to Manistee Avenue.

(7.239) On 95th Street, from Extension Avenue to Bennett Avenue; and on Extension Avenue, from 95th Street to the C. & W. I. railroad right-of-way.

(7.240) On 95th Street, from Bennett Avenue to Jeffery Avenue.

(7.241) On 95th Street, from Jeffery Avenue to Paxton Avenue.

(7.242) On 95th Street, from Paxton Avenue to Yates Avenue.

(7.243) On 95th Street, from Yates Avenue to Torrence Avenue thence on the north side only of 95th Street, from Torrence Avenue to Manistee Avenue.

(7.244) On 96th Street, from Euclid Avenue to its intersection with Constance Avenue and Van Vlissingen Road.

(7.245) On 96th Street, from Euclid Avenue to Chappel Avenue; and on 95th Place, from Chappel Avenue to Clyde Avenue.

(7.246) On 96th Street, from Chappel Avenue to Merrill Avenue thence on Merrill Avenue to 99th Street.

(7.247) On 97th Street, from the end of 97th Street west of Van Vlissingen Road to Jeffery Avenue.

(7.248) On 97th Street, from Chappel Avenue to Merrion Avenue; and on 96th Place, from Chappel Avenue to the end of 96th Place at Merrill Park.

(7.249) On 96th Street, from Merrion Avenue to Brennan Avenue.

(7.250) On 96th Street, from Brennan Avenue to Oglesby Avenue.

(7.251) On 96th Street, from Yates Avenue to Colfax Avenue.

(7.252) On 99th Street, from the end of 99th Street west of Van Vlissingen Road to Merrill Avenue.

(7.253) On 99th Street, from Merrill Avenue to Luella Avenue.

(7.254) On 99th Street, from Luella Avenue to Oglesby Avenue.

(7.255) On 99th Street, from Oglesby Avenue to Bensley Avenue.

(7.256) On 99th Street, from Bensley Avenue to Torrence Avenue.

(7.257) On 100th Street, from Van Vlissingen Road to Merrill Avenue.

(7.258) On 100th Street, from Merrill Avenue to Luella Avenue.

(7.259) On 100th Street, from Luella Avenue to Oglesby Avenue.

(7.260) On 100th Street, from Oglesby Avenue to Bensley Avenue.

(7.261) On 100th Street, from Bensley Avenue to Torrence Avenue.

(7.262) On 101st Street, from Van Vlissingen Road to Luella Avenue.

(7.263) On 101st Street, from Luella Avenue to Crandon Avenue thence on the north side only of 101st Street, from Crandon Avenue to Oglesby Avenue.

(7.264) On the north side only of 101st Street, from Oglesby Avenue to Bensley Avenue.

(7.265) On the north side only of 101st Street, from Bensley Avenue to Torrence Avenue.

(7.266) On the north side only of 102nd Street, from Van Vlissingen Road to Crandon Avenue; and on the north side only of 103rd Street, from the C. & W. I. railroad right-of-way to Paxton Avenue; thence on the west side only of Paxton Avenue to its end south of 102nd Street.

(7.267) On the west side only of Torrence Avenue, from 101st Street to 99th Street.

(7.268) On the west side only of Torrence Avenue, from 99th Street to 97th Street.

(7.269) On the west side only of Torrence Avenue, from 97th Street to 95th Street.

(7.270) On Hoxie Avenue, from 101st Street to 99th Street.

(7.271) On Hoxie Avenue, from 99th Street to 96th Street; and on 97th Place, from Hoxie Avenue to its end west of Hoxie Avenue; and on 98th Street, from Hoxie Avenue to Torrence Avenue; and on 97th Street, from Hoxie Avenue to Torrence Avenue.

(7.272) On Colfax Avenue, from its intersection with Torrence Avenue north of 97th Street to 95th Street; and on 96th Street, from Colfax Avenue to Torrence Avenue.

(7.273) On Calhoun Avenue, from 101st Street to 98th Street thence on 98th Street to Bensley Avenue.

(7.274) On Bensley Avenue, from 101st Street to 98th Street.

(7.275) On Calhoun Avenue, from 97th Street to 95th Place thence on 95th Place, from Calhoun Avenue to Bensley Avenue thence on Bensley Avenue, from 95th Place to 97th Street thence on 97th Street, from Bensley Avenue to Calhoun Avenue.

(7.276) On Yates Avenue, from 101st Street to 99th Street.

(7.277) On Yates Avenue, from 99th Street to 95th Street.

(7.278) On Oglesby Avenue, from 101st Street to 99th Street.

(7.279) On the west side only of Crandon Avenue, from 102nd Street to 101st Street thence on both sides of Crandon Avenue, from 101st Street to 99th Street.

(7.280) On Luella Avenue, from 102nd Street to 99th Street.

(7.281) On Paxton Avenue, from Van Vlissingen Road to 99th Street.

(7.282) On Merrill Avenue, from Van Vlissingen Road to 99th Street; and on Clyde Avenue, from 100th Street to 99th Street.

(7.283) On Constance Avenue, from 95th Street to Van Vlissingen Road thence on Van Vlissingen Road to 97th Street.

(7.284) On Van Vlissingen Road, from 97th Street to 99th Street; and on 98th Street, from Van Vlissingen Road to its end west of Van Vlissingen Road.

(7.285) On Van Vlissingen Road, from 99th Street to 102nd Street.

(7.286) On Euclid Avenue, from 97th Street to 95th Street; and on Bennett Avenue, from 96th Street to 95th Street.

(7.287) On Jeffery Avenue, from Van Vlissingen Road to 95th Street.

(7.288) On Chappel Avenue, from 98th Street to 95th Place; and on 97th Place, from Chappel Avenue to the end of 97th Place east of Chappel Avenue; and on 98th Place, from Chappel Avenue to Clyde Avenue thence on Clyde Avenue, from 98th Place to 98th Street thence on 98th Street from Clyde Avenue to Jeffery Avenue.

(7.289) On 98th Street, from the intersection of 99th Street and Oglesby Avenue to the intersection of 99th Street and Paxton Avenue.

(7.290) On Oglesby Avenue, from 98th Street to Crandon Avenue thence on Oglesby Avenue to 95th Street; and on 97th Street, from Oglesby Avenue to Yates Avenue.

(7.291) On Crandon Avenue, from 98th Street to 97th Street thence westerly on 97th Street, from Crandon Avenue to Crandon Avenue thence on Crandon Avenue to 96th Street.

(7.292) On Brennan Avenue, from 98th Street to 96th Street; and on 97th Street, from Brennan Avenue to Crandon Avenue.

(7.293) On Luella Avenue, from 98th Street to 97th Street thence on 97th Street to Luella Avenue thence on Luella Avenue to 96th Street; and on 97th Street, from Brennan Avenue to Luella Avenue.

(7.294) On Merrion Avenue, from 98th Street to 97th Street thence on Merrion Avenue, from 97th Street to 95th Street; and on Paxton Avenue, from 95th Street to the end of Paxton Avenue south of 95th Street.

(7.295) On Clyde Avenue, from 96th Street to 95th Street.

(7.296) On the east side only of Clyde Avenue, from the I. C. railroad to 93rd Street.

(7.297) On the east side only of Clyde Avenue, from 93rd Street to 91st Street.

(7.298) On the east side only of Clyde Avenue, from 91st Street to 89th Street.

(7.299) On Merrill Avenue, from the I. C. railroad to 93rd Street.

(7.300) On Merrill Avenue, from 93rd Street to 95th Street.

(7.301) On Merrill Avenue, from 91st Street to 89th Street.

(7.302) On Paxton Avenue, from the I. C. railroad to 93rd Street.

(7.303) On Paxton Avenue, from 93rd Street to 91st Street.

(7.304) On Paxton Avenue, from 91st Street to 89th Street.

(7.305) On Luella Avenue, from the I. C. railroad to 93rd Street.

(7.306) On Luella Avenue, from 93rd Street to 91st Street.

(7.307) On Luella Avenue, from 91st Street to 89th Street.

(7.308) On Crandon Avenue, from the I. C. railroad to 93rd Street.

(7.309) On Oglesby Avenue, from the I. C. railroad to 93rd Street.

(7.310) On Crandon Avenue, from 92nd Street to 89th Street.

(7.311) On Oglesby Avenue, from 92nd Street to 89th Street.

(7.312) On Yates Boulevard, from 95th Street to 93rd Street.

(7.313) On Yates Boulevard, from 93rd Street to 91st Street.

(7.314) On Yates Boulevard, from 91st Street to 89th Street.

(7.315) On Phillips Avenue, from 94th Street to 92nd Street.

(7.316) On Phillips Avenue, from 92nd Street to 89th Street.

(7.317) On Essex Avenue, from 94th Street to 92nd Street.

(7.318) On Essex Avenue, from 92nd Street to Anthony Avenue.

(7.319) On Kingston Avenue, from 94th Street to 92nd Street.

(7.320) On Kingston Avenue, from 92nd Street to 90th Street.

(7.321) On Colfax Avenue, from 95th Street to 93rd Street.

(7.322) On Colfax Avenue, from 93rd Street to Anthony Avenue.

(7.323) On Saginaw Avenue, from 94th Street to 91st 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 new subsections 4-60-023(7.27) through 4-60-023(7.323), 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.)

(7.27) On 71st Street, from Exchange Avenue to Coles Avenue.

(7.28) On 71st Street, from Coles Avenue to the end of 71st Street east of South Shore Drive.

(7.29) On South Shore Drive, from 72nd Street to 73rd Street.

(7.30) On South Shore Drive, from 73rd Street to 75th Street.

(7.31) On South Shore Drive, from 75th Street to 77th Street.

(7.32) On South Shore Drive, from 77th Street to 79th Street.

(7.33) On Coles Avenue, from 72nd Street to 74th Street.

(7.34) On Coles Avenue, from 74th Street to 76th Street.

(7.35) On Coles Avenue, from 76th Street to 77th Street.

(7.36) On Coles Avenue, from 77th Street to 78th Street.

(7.37) On Coles Avenue, from 78th Street to 79th Street.

(7.38) On 73rd Street, from Exchange Avenue to the end of 73rd Street east of South Shore Drive; and on 72nd Place, from Exchange Avenue to the end of 72nd Place east of Exchange Avenue; and on 72nd Place, from South Shore Drive to the end of 72nd Place east of South Shore Drive.

(7.39) On 74th Street, from Exchange Avenue to the end of 74th Street east of South Shore Drive; and on 73rd Place, from Exchange Avenue to the end of 73rd Place east of Exchange Avenue; and on 74th Place, from Exchange Avenue to Coles Avenue.

(7.40) On 75th Street, from Exchange Avenue to the end of 75th Street east of South Shore Drive; and on 75th Place, from Exchange Avenue to Coles Avenue.

(7.41) On 77th Street, from Exchange Avenue to the end of 77th Street east of South Shore Drive; and on 76th Place, from Exchange Avenue to Coles Avenue, and on 77th Place, from Exchange Avenue to Coles Avenue.

(7.42) On 78th Street, from Exchange Avenue to the end of 78th Street east of South Shore Drive; and on 78th Place, from Exchange Avenue to Coles Avenue.

(7.43) On Cheltenham Place, from 79th Street to the end of Cheltenham Place east of South Shore Drive.

(7.44) On 73rd Street, from Paxton Avenue to Crandon Avenue.

(7.45) On 73rd Street, from Crandon Avenue to Yates Boulevard; and on 72nd Street, from Oglesby Avenue to Yates Boulevard.

(7.46) On 73rd Street, from Yates Boulevard to Exchange Avenue.

(7.47) On 74th Street, from Paxton Avenue to Crandon Avenue

(7.48) On 74th Street, from Crandon Avenue to Yates Boulevard; and on 74th Place from Phillips Avenue to Kingston Avenue.

(7.49) On 74th Street from Yates Boulevard to Exchange Avenue.

(7.50) On 76th Street, from Paxton Avenue to Crandon Avenue.

(7.51) On 76th Street, from Crandon Avenue to Yates Boulevard.

(7.52) On 76th Street, from Yates Boulevard to Essex Avenue.

(7.53) On 76th Street, from Essex Avenue to Colfax Avenue.

(7.54) On 76th Street, from Colfax Avenue to Exchange Avenue; and on 76th Place, from Marquette Avenue to Exchange Avenue.

(7.55) On 77th Street, from Paxton Avenue to Crandon Avenue.

(7.56) On 77th Street, from Crandon Avenue to Yates Boulevard.

(7.57) On 77th Street, from Yates Boulevard to Essex Avenue.

(7.58) On 77th Street, from Essex Avenue to Colfax Avenue.

(7.59) On 77th Street, from Colfax Avenue to Exchange Avenue.

(7.60) On 78th Street, from the B. & O. railroad right-of-way to Oglesby Avenue.

(7.61) On 78th Street, from Oglesby Avenue to Phillips Avenue.

(7.62) On 78th Street, from Phillips Avenue to Kingston Avenue.

(7.63) On 78th Street, from Kingston Avenue to Saginaw Avenue.

(7.64) On 78th Street, from Saginaw Avenue to Burnham Avenue.

(7.65) On 78th Street, from Burnham Avenue to Exchange Avenue.

(7.66) On 80th Street, from Paxton Avenue to Crandon Avenue.

(7.67) On 80th Street, from Crandon Avenue to Yates Boulevard.

(7.68) On 81st Street, from Oglesby Avenue to Phillips Avenue.

(7.69) On 81st Street, from Phillips Avenue to Kingston Avenue.

(7.70) On 81st Street, from Kingston Avenue to Saginaw Avenue.

(7.71) On 81st Street, from Saginaw Avenue to Manistee Avenue.

(7.72) On 81st Street, from Manistee Avenue to Muskegon Avenue.

(7.73) On 81st Street, from Muskegon Avenue to Exchange Avenue; and on 81st Place, from Exchange Avenue to Commercial Avenue.

(7.74) On 81st Street, from Exchange Avenue to Houston Avenue; and on 80th Place, from Exchange Avenue to Houston Avenue.

(7.75) On 81st Street, from Houston Avenue to Brandon Avenue.

(7.76) On 82nd Street, from Oglesby Avenue to Essex Avenue.

(7.77) On 82nd Street, from Essex Avenue to Colfax Avenue.

(7.78) On 82nd Street, from Colfax Avenue to Marquette Avenue.

(7.79) On 82nd Street, from Marquette Avenue to Burnham Avenue.

(7.80) On 82nd Street, from Burnham Avenue to Escanaba Avenue.

(7.81) On 82nd Street, from Escanaba Avenue to Commercial Avenue; and on 82nd Place, from Exchange Avenue to Commercial Avenue.

(7.82) On 82nd Street, from Commercial Avenue to Coles Avenue.

(7.83) On 82nd Street, from Coles Avenue to Brandon Avenue.

(7.84) On 83rd Street, from Oglesby Avenue to Phillips Avenue.

(7.85) On 83rd Street, from Phillips Avenue to Kingston Avenue.

(7.86) On 83rd Street, from Kingston Avenue to Saginaw Avenue.

(7.87) On 83rd Street from Saginaw Avenue to Manistee Avenue.

(7.88) On 83rd Street, from Manistee Avenue to Muskegon Avenue.

(7.89) On 83rd Street, from Muskegon Avenue to Exchange Avenue.

(7.90) On 83rd Street from Houston Avenue to South Shore Drive.

(7.91) On 83rd Street from South Shore Drive to the end of 83rd Street east of Mackinaw Avenue, and on Burley Avenue, from 83rd Street to the end of Burley Avenue, and on Buffalo Avenue, from 83rd Street to the end of Buffalo Avenue; and on Mackinaw Avenue from 83rd Street to the end of Mackinaw Avenue.

(7.92) On 84th Street, from Yates Boulevard to Essex Avenue.

(7.93) On 84th Street, from Essex Avenue to Colfax Avenue.

(7.94) On 84th Street, from Colfax Avenue to Marquette Avenue.

(7.95) On 84th Street, from Marquette Avenue to Muskegon Avenue.

(7.96) On 85th Street, from Yates Boulevard to Essex Avenue.

(7.97) On 85th Street, from Essex Avenue to Colfax Avenue.

(7.98) On 85th Street, from Colfax Avenue to Marquette Avenue.

(7.99) On 85th Street, from Marquette Avenue to Muskegon Avenue.

(7.100) On 86th Street, from Yates Boulevard to Essex Avenue.

(7.101) On 86th Street, from Essex Avenue to Colfax Avenue.

(7.102) On 86th Street, from Colfax Avenue to Marquette Avenue.

(7.103) On 86th Street, from Marquette Avenue to Muskegon Avenue.

(7.104) On Commercial Avenue, from 83rd Place to Baltimore Avenue thence to 87th Street, and on 87th Street, from Baltimore Avenue to Burley Avenue; and on Burley Avenue, from its end north of 86th Street to 89th Street; and on 86th Street to its end west of Burley Avenue; and on 89th Street, from Burley Avenue to Baltimore Avenue; and on Baltimore Avenue from 89th Street to 88th Street; and on 88th Street to its end east of Baltimore Avenue.

(7.105) On 83rd Place, from Commercial Avenue to Baker Avenue thence on Baker Avenue to Bond Avenue.

(7.106) On Bond Avenue, from the I.C.G. railroad right-of-way to South Shore Drive thence to 83rd Street.

(7.107) On Paxton Avenue, from 80th Street to 77th Street.

(7.108) On Paxton Avenue, from 77th Street to 75th Street.

(7.109) On Paxton Avenue, from 75th Street to 73rd Street.

(7.110) On Luella Avenue, from 80th Street to 78th Street.

(7.111) On Luella Avenue, from 78th Street to 76th Street.

(7.112) On Luella Avenue, from 76th Street to 73rd Street.

(7.113) On Crandon Avenue, from 80th Street to 78th Street.

(7.114) On Crandon Avenue, from 78th Street to 76th Street.

(7.115) On Crandon Avenue, from 76th Street to 73rd Street.

(7.116) On Oglesby Avenue, from 83rd Street to 81st Street.

(7.117) On Oglesby Avenue, from 81st Street to 79th Street.

(7.118) On Oglesby Avenue, from 79th Street to 77th Street.

(7.119) On Oglesby Avenue, from 77th Street to 75th Street.

(7.120) On Oglesby Avenue, from 75th Street to 72nd Street.

(7.121) On Yates Boulevard, from 87th Street to 85th Street.

(7.122) On Yates Boulevard, from 85th Street to 83rd Street.

(7.123) On Yates Boulevard, from 83rd Street to 81st Street.

(7.124) On Yates Boulevard, from 81st Street to 79th Street.

(7.125) On Yates Boulevard, from 79th Street to 77th Street.

(7.126) On Yates Boulevard, from 77th Street to 75th Street.

(7.127) On Yates Boulevard, from 75th Street to 72nd Street.

(7.128) On Phillips Avenue, from 87th Street to 85th Street.

(7.129) On Phillips Avenue, from 85th Street to 83rd Street.

(7.130) On Phillips Avenue, from its end south of 81st Street to 79th Street.

(7.131) On Phillips Avenue, from 79th Street to 77th Street.

(7.132) On Phillips Avenue, from 77th Street to 75th Street.

(7.133) On Phillips Avenue, from 75th Street to 72nd Street.

(7.134) On Essex Avenue, from South Chicago Avenue to 86th Street.

(7.135) On Essex Avenue, from 86th Street to 84th Street.

(7.136) On Essex Avenue, from 84th Street to 82nd Street.

(7.137) On Essex Avenue, from 82nd Street to 79th Street.

(7.138) On Essex Avenue, from 79th Street to 77th Street.

(7.139) On Essex Avenue, from 77th Street to 75th Street.

(7.140) On Kingston Avenue, from South Chicago Avenue to 86th Street.

(7.141) On Kingston Avenue, from 86th Street to 84th Street.

(7.142) On Kingston Avenue, from 84th Street to 82nd Street.

(7.143) On Kingston Avenue, from 82nd Street to 79th Street.

(7.144) On Kingston Avenue, from 79th Street to 77th Street.

(7.145) On Kingston Avenue, from 77th Street to 75th Street.

(7.146) On Kingston Avenue, from 75th Street to 73rd Street.

(7.147) On Colfax Avenue, from South Chicago Avenue to 87th Street.

(7.148) On Colfax Avenue, from 87th Street to 85th Street.

(7.149) On Colfax Avenue, from 85th Street to 83rd Street.

(7.150) On Colfax Avenue, from 83rd Street to 81st Street.

(7.151) On Colfax Avenue, from 81st Street to 79th Street.

(7.152) On Colfax Avenue, from 79th Street to 77th Street.

(7.153) On Colfax Avenue, from 77th Street to 74th Street.

(7.154) On Saginaw Avenue, from South Chicago Avenue to 87th Street.

(7.155) On Saginaw Avenue, from 87th Street to 85th Street.

(7.156) On Saginaw Avenue, from 85th Street to 83rd Street.

(7.157) On Saginaw Avenue, from 83rd Street to 81st Street.

(7.158) On Saginaw Avenue, from 81st Street to 79th Street.

(7.159) On Saginaw Avenue, from 79th Street to 77th Street.

(7.160) On Saginaw Avenue, from 77th Street to 75th Street.

(7.161) On Marquette Avenue, from 89th Street to 87th Street.

(7.162) On Marquette Avenue, from 87th Street to 85th Street.

(7.163) On Marquette Avenue, from 85th Street to 83rd Street.

(7.164) On Marquette Avenue, from 83rd Street to 81st Street.

(7.165) On Marquette Avenue, from 81st Street to 79th Street.

(7.166) On Marquette Avenue, from 79th Street to 76th Street.

(7.167) On Manistee Avenue, from 87th Street to 85th Street.

(7.168) On Manistee Avenue, from 85th Street to 83rd Street.

(7.169) On Manistee Avenue, from 83rd Street to 81st Street.

(7.170) On Manistee Avenue, from 81st Street to 79th Street.

(7.171) On Burnham Avenue, from 87th Street to 85th Street.

(7.172) On Burnham Avenue, from 85th Street to the B. & O. railroad right-of-way.

(7.173) On Burnham Avenue, from 82nd Street to 80th Street.

(7.174) On Burnham Avenue, from 80th Street to 78th Street.

(7.175) On Burnham Avenue, from 78th Street to Exchange Avenue.

(7.176) On Muskegon Avenue, from 86th Street to 84th Street.

(7.177) On Muskegon Avenue, from 83rd Street to 81st Street.

(7.178) On Muskegon Avenue, from 81st Street to 79th Street.

(7.179) On Muskegon Avenue, from 79th Street to Exchange Avenue.

(7.180) On Escanaba Avenue, from 83rd Street to 81st Street.

(7.181) On Escanaba Avenue, from 81st Street to Exchange Avenue.

(7.182) On Exchange Avenue, from 83rd Street to 81st Street.

(7.183) On Exchange Avenue, from 81st Street to 79th Street.

(7.184) On Commercial Avenue, from 82nd Street to 80th Place.

(7.185) On Commercial Avenue, from 80th Place to 79th Place thence on 79th Place to Coles Avenue.

(7.186) On Houston Avenue, from 83rd Place to 82nd Street.

(7.187) On Houston Avenue, from 82nd Street to 80th Street.

(7.188) On Coles Avenue, from 83rd Street to 81st Street.

(7.189) On Coles Avenue, from 81st Street to 79th Street.

(7.190) On South Shore Drive, from 83rd Street to 81st Street.

(7.191) On South Shore Drive, from 81st Street to 79th Street.

(7.192) On Brandon Avenue, from 83rd Street to 81st Street.

(7.193) On Brandon Avenue, from 81st Street to 78th Street.

(7.194) On 88th Street, from Kingston Avenue to Saginaw Avenue.

(7.195) On 88th Street, from Saginaw Avenue to Muskegon Avenue; and on Manistee Avenue, from 87th Street to 88th Street.

(7.196) On 89th Street, from Saginaw Avenue to Muskegon Avenue.

(7.197) On South Chicago Avenue, from Yates Boulevard to Saginaw Avenue; and on Yates Boulevard, from 87th Street to its end at the Penn Central railroad right-of-way.

(7.198) On South Chicago Avenue, from Saginaw Avenue to Exchange Avenue.

(7.199) On Muskegon Avenue, from 91st Street to 87th Street.

(7.200) On 91st Street, from South Chicago Avenue to Exchange Avenue thence on Exchange Avenue to 92nd Street.

(7.201) On Anthony Avenue, from Yates Boulevard to 90th Street.

(7.202) On Anthony Avenue, from 90th Street to 93rd Street.

(7.203) On the south side only of 89th Street, from Clyde Avenue to Paxton Avenue.

(7.204) On the south side only of 89th Street, from Paxton Avenue to Crandon Avenue.

(7.205) On the south side only of 89th Street, from Crandon Avenue to Yates Boulevard thence on Yates Boulevard to Anthony Avenue.

(7.206) On 90th Street, from Clyde Avenue to Paxton Avenue.

(7.207) On Marquette Avenue, from 95th Street to Anthony Avenue thence to South Chicago Avenue.

(7.208) On the west side only of Manistee Avenue, from 95th Street to 92nd Street.

(7.209) On 90th Street, from Paxton Avenue to Crandon Avenue.

(7.210) On 90th Street, from Crandon Avenue to Yates Boulevard.

(7.211) On 90th Street, from Yates Boulevard to Essex Avenue.

(7.212) On 90th Street, from Essex Avenue to Anthony Avenue thence on Anthony Avenue to South Chicago Avenue.

(7.213) On 91st Street, from Clyde Avenue to Paxton Avenue.

(7.214) On 91st Street, from Paxton Avenue to Crandon Avenue.

(7.215) On 91st Street, from Crandon Avenue to Yates Boulevard.

(7.216) On 91st Street, from Yates Boulevard to Essex Avenue.

(7.217) On 91st Street, from Essex Avenue to Colfax Avenue.

(7.218) On 91st Street, from Colfax Avenue to Anthony Avenue.

(7.219) On 92nd Street, from Clyde Avenue to Paxton Avenue.

(7.220) On 92nd Street, from Paxton Avenue to Oglesby Avenue.

(7.221) On 92nd Street, from Oglesby Avenue to Phillips Avenue.

(7.222) On 92nd Street, from Phillips Avenue to Kingston Avenue.

(7.223) On 92nd Street, from Kingston Avenue to Saginaw Avenue.

(7.224) On 92nd Street, from Saginaw Avenue to Anthony Avenue.

(7.225) On 93rd Street, from Clyde Avenue to Paxton Avenue.

(7.226) On 93rd Street, from Paxton Avenue to Oglesby Avenue.

(7.227) On 93rd Street, from Oglesby Avenue to Phillips Avenue.

(7.228) On 93rd Street, from Phillips Avenue to Kingston Avenue.

(7.229) On 93rd Street. from Kingston Avenue to Saginaw Avenue.

(7.230) On 93rd Street, from Saginaw Avenue to Manistee Avenue.

(7.231) On 93rd Street, from Manistee Avenue to Anthony Avenue thence on Exchange Avenue to South Chicago Avenue.

(7.232) On 92nd Place, from Luella Avenue to Yates Boulevard; and on Crandon Avenue, from 93rd Street to 92nd Street.

(7.233) On 94th Street, from Clyde Avenue to Paxton Avenue.

(7.234) On 94th Street, from Paxton Avenue to Crandon Avenue.

(7.235) On 94th Street, from Crandon Avenue to Yates Boulevard.

(7.236) On 94th Street, from Yates Boulevard to Essex Avenue.

(7.237) On 94th Street, from Essex Avenue to Colfax Avenue.

(7.238) On 94th Street from Colfax Avenue to Manistee Avenue.

(7.239) On 95th Street, from Extension Avenue to Bennett Avenue; and on Extension Avenue, from 95th Street to the C. & W. I. railroad right-of-way.

(7.240) On 95th Street, from Bennett Avenue to Jeffery Avenue.

(7.241) On 95th Street, from Jeffery Avenue to Paxton Avenue.

(7.242) On 95th Street, from Paxton Avenue to Yates Avenue.

(7.243) On 95th Street, from Yates Avenue to Torrence Avenue thence on the north side only of 95th Street, from Torrence Avenue to Manistee Avenue.

(7.244) On 96th Street, from Euclid Avenue to its intersection with Constance Avenue and Van Vlissingen Road.

(7.245) On 96th Street, from Euclid Avenue to Chappel Avenue; and on 95th Place, from Chappel Avenue to Clyde Avenue.

(7.246) On 96th Street, from Chappel Avenue to Merrill Avenue thence on Merrill Avenue to 99th Street.

(7.247) On 97th Street, from the end of 97th Street west of Van Vlissingen Road to Jeffery Avenue.

(7.248) On 97th Street, from Chappel Avenue to Merrion Avenue; and on 96th Place from Chappel Avenue to the end of 96th Place at Merrill Park.

(7.249) On 96th Street, from Merrion Avenue to Brennan Avenue.

(7.250) On 96th Street, from Brennan Avenue to Oglesby Avenue.

(7.251) On 96th Street, from Yates Avenue to Colfax Avenue.

(7.252) On 99th Street, from the end of 99th Street west of Van Vlissingen Road to Merrill Avenue.

(7.253) On 99th Street, from Merrill Avenue to Luella Avenue.

(7.254) On 99th Street, from Luella Avenue to Oglesby Avenue.

(7.255) On 99th Street, from Oglesby Avenue to Bensley Avenue.

(7.256) On 99th Street, from Bensley Avenue to Torrence Avenue.

(7.257) On 100th Street, from Van Vlissingen Road to Merrill Avenue.

(7.258) On 100th Street, from Merrill Avenue to Luella Avenue.

(7.259) On 100th Street, from Luella Avenue to Oglesby Avenue.

(7.260) On 100th Street, from Oglesby Avenue to Bensley Avenue.

(7.261) On 100th Street, from Bensley Avenue to Torrence Avenue.

(7.262) On 101st Street, from Van Vlissingen Road to Luella Avenue.

(7.263) On 101st Street, from Luella Avenue to Crandon Avenue thence on the north side only of 101st Street, from Crandon Avenue to Oglesby Avenue.

(7.264) On the north side only of 101st Street, from Oglesby Avenue to Bensley Avenue.

(7.265) On the north side only of 101st Street, from Bensley Avenue to Torrence Avenue.

(7.266) On the north side only of 102nd Street, from Van Vlissingen Road to Crandon Avenue; and on the north side only of 103rd Street, from the C. W. I. railroad right-of-way to Paxton Avenue thence on the west side only of Paxton Avenue to its end south of 102nd Street.

(7.267) On the west side only of Torrence Avenue, from 101st Street to 99th Street.

(7.268) On the west side only of Torrence Avenue, from 99th Street to 97th Street.

(7.269) On the west side only of Torrence Avenue, from 97th Street to 95th Street.

(7.270) On Hoxie Avenue, from 101st Street to 99th Street.

(7.271) On Hoxie Avenue, from 99th Street to 96th Street; and on 97th Place, from Hoxie Avenue to its end west of Hoxie Avenue; and on 98th Street, from Hoxie Avenue to Torrence Avenue; and on 97th Street, from Hoxie Avenue to Torrence Avenue.

(7.272) On Colfax Avenue, from its intersection with Torrence Avenue north of 97th Street to 96th Street; and on 96th Street, from Colfax Avenue to Torrence Avenue.

(7.273) On Calhoun Avenue, from 101st Street to 98th Street thence on 98th Street to Bensley Avenue.

(7.274) On Bensley Avenue, from 101st Street to 98th Street.

(7.275) On Calhoun Avenue, from 97th Street to 95th Place thence on 95th Place, from Calhoun Avenue to Bensley Avenue thence on Bensley Avenue, from 95th Place to 97th Street thence on 97th Street, from Bensley Avenue to Calhoun Avenue.

(7.276) On Yates Avenue, from 101st Street to 99th Street.

(7.277) On Yates Avenue, from 99th Street to 95th Street.

(7.278) On Oglesby Avenue, from 101st Street to 99th Street.

(7.279) On the west side only of Crandon Avenue, from 102nd Street to 101st Street thence on both sides of Crandon Avenue, from 101st Street to 99th Street.

(7.280) On Luella Avenue, from 102nd Street to 99th Street.

(7.281) On Paxton Avenue, from Van Vlissingen Road to 99th Street.

(7.282) On Merrill Avenue, from Van Vlissingen Road to 99th Street; and on Clyde Avenue, from 100th Street to 99th Street.

(7.283) On Constance Avenue, from 95th Street to Van Vlissingen Road thence on Van Vlissingen Road to 97th Street.

(7.284) On Van Vlissingen Road, from 97th Street to 99th Street, and on 98th Street, from Van Vlissingen Road to its end west of Van Vlissinger Road.

(7.285) On Van Vlissingen Road, from 99th Street to 102nd Street.

(7.286) On Euclid Avenue, from 97th Street to 95th Street; and on Bennett Avenue, from 96th Street to 95th Street.

(7.287) On Jeffery Avenue, from Van Vlissingen Road to 95th Street.

(7.288) On Chappel Avenue, from 98th Street to 95th Place, and on 97th Place, from Chappel Avenue to the end of 97th Place east of Chappel Avenue; and on 98th Place, from Chappel Avenue to Clyde Avenue thence on Clyde Avenue, from 98th Place to 96th Street thence on 98th Street, from Clyde Avenue to Jeffery Avenue.

(7.289) On 98th Street, from the intersection of 99th Street and Oglesby Avenue to the intersection of 99th Street and Paxton Avenue.

(7.290) On Oglesby Avenue, from 98th Street to Crandon Avenue thence on Oglesby Avenue to 95th Street; and on 97th Street, from Oglesby Avenue to Yates Avenue.

(7.291) On Crandon Avenue, from 98th Street to 97th Street thence westerly on 97th Street, from Crandon Avenue to Crandon Avenue thence on Crandon Avenue to 96th Street.

(7.292) On Brennan Avenue, from 98th Street to 96th Street; and on 97th Street, from Brennan Avenue to Crandon Avenue.

(7.293) On Luella Avenue, from 98th Street to 97th Street thence on 97th Street to Luella Avenue thence on Luella Avenue to 96th Street; and on 97th Street, from Brennan Avenue to Luella Avenue.

(7.294) On Merrion Avenue, from 98th Street to 97th Street thence on Merrion Avenue, from 97th Street to 95th Street; and on Paxton Avenue, from 95th Street to the end of Paxton Avenue south of 95th Street.

(7.295) On Clyde Avenue, from 96th Street to 95th Street.

(7.296) On the east side only of Clyde Avenue, from the I. C. railroad to 93rd Street.

(7.297) On the east side only of Clyde Avenue, from 93rd Street to 91st Street.

(7.298) On the east side only of Clyde Avenue, from 91st Street to 89th Street.

(7.299) On Merrill Avenue, from the I. C. railroad to 93rd Street.

(7.300) On Merrill Avenue, from 93rd Street to 95th Street.

(7.301) On Merrill Avenue, from 91st Street to 89th Street.

(7.302) On Paxton Avenue, from the I. C. railroad to 93rd Street.

(7.303) On Paxton Avenue, from 93rd Street to 91st Street.

(7.304) On Paxton Avenue, from 91st Street to 89th Street.

(7.305) On Luella Avenue, from the I. C. railroad to 93rd Street.

(7.306) On Luella Avenue, from 93rd Street to 91st Street.

(7.307) On Luella Avenue, from 91st Street to 89th Street.

(7.308) On Crandon Avenue, from the I. C. railroad to 93rd Street.

(7.309) On Oglesby Avenue, from the I. C. railroad to 93rd Street.

(7.310) On Crandon Avenue, from 92nd Street to 89th Street.

(7.311) On Oglesby Avenue, from 92nd Street to 89th Street.

(7.312) On Yates Boulevard, from 95th Street to 93rd Street.

(7.313) On Yates Boulevard, from 93rd Street to 91st Street.

(7.314) On Yates Boulevard, from 91st Street to 89th Street.

(7.315) On Phillips Avenue, from 94th Street to 92nd Street.

(7.316) On Phillips Avenue, from 92nd Street to 89th Street.

(7.317) On Essex Avenue, from 94th Street to 92nd Street.

(7.318) On Essex Avenue, from 92nd Street to Anthony Avenue.

(7.319) On Kingston Avenue, from 94th Street to 92nd Street.

(7.320) On Kingston Avenue, from 92nd Street to 90th Street.

(7.321) On Colfax Avenue, from 95th Street to 93rd Street.

(7.322) On Colfax Avenue, from 93rd Street to Anthony Avenue.

(7.323) On Saginaw Avenue, from 94th Street to 91st 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 SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 3.48, 3.49, 3.50 AND 3.51 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF E. PERSHING RD. AND S. STATE ST.

[O2012-5641]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

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 September 12, 2012) to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 Section 2 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 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-023 (3.48 through 3.51), 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.)

(3.48) On Pershing Road, from State Street to Michigan Avenue.

(3.49) On Pershing Road, from Michigan Avenue to Prairie Avenue.

(3.50) On Pershing Road, from Prairie Avenue to Dr. Martin Luther King, Jr. Drive.

(3.51) On State Street, from 43rd Street to 45th Street.

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 21.52 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. ASHLAND AVE.

[O2012-5678]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Howard Brookins, Jr. (which was referred on September 12, 2012) to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses on portion of South Ashland Avenue, 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 Section 2 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 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-023 (21.52), 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.)

(21.52) On Ashland Avenue, from 89th Street to 91st Street.

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 27.419 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. NOBLE ST.

[O2012-5654]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an

ordinance introduced by Alderman Walter Burnett, Jr. (which was referred on September 12, 2012) to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses on portion of North Noble Street, 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 Section 2 of this ordinance is adversely affected by the over-concentration of business licensed to sell alcoholic liquor within and near the area.

SECTION 2. 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 (27.419), 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.)

(27.419) On Noble Street, from Superior Street to Chestnut Street.

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 29.26 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. MADISON ST.

[O2012-5639]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Deborah Graham (which was referred on September 12, 2012) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (29.26) to allow the issuance of additional packaged goods licenses on portion of West Madison Street, 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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.)

~~(29.26) On the south side of Madison Street, from Laramie Avenue to Pine Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY REINSTATING SUBSECTIONS 33.3, 33.17, 33.18 AND 33.157 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. KEDZIE AVE., W. MONTROSE AVE. AND N. ALBANY AVE.

[O2012-5662]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Richard Mell (which was referred on September 12, 2012) to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses in portions of the 33rd 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 Section 2 through 5 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 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (33.3), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 2, 2002 at pages 94570 through 94571, with the following underscored text:

4-60-023 (33.3) On the east side of Kedzie Avenue, from Lawrence Avenue to Wilson Avenue.

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (33.17), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 10, 2002 at pages 90138 through 90139, with the following underscored text:

4-60-023 (33.17) On Montrose Avenue, from Kedzie Avenue to Sacramento Avenue.

SECTION 4. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (33.18), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago*, of December 2, 2009 at pages 80787 through 80788, with the following underscored text:

4-60-023 (33.18) On Montrose Avenue, from Sacramento Avenue to California Avenue.

SECTION 5. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (33.157), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 31, 2007 at pages 11443 through 11444, with the following underscored text:

4-60-023 (33.157) On Albany Avenue, from Grace Street to Fletcher Street.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 35.21 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF W. NORTH AVE. AND N. FRANCISCO AVE.

[O2012-5629]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

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 September 12, 2012) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (35.21) to allow the issuance of additional package goods licenses on portions of West North Avenue and North Francisco Avenue, 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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.)

(35.21) On the ~~north side of West North Avenue, from North Francisco Avenue to the west side of North Humboldt~~ Boulevard, ~~and on the west side of North Francisco Avenue, from West North Avenue to West~~ Wabansia Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 48.16 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. BROADWAY.

[O2012-5689]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Harry Osterman (which was referred on September 12, 2012) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (48.16) to allow the issuance of additional package goods licenses on portion of North Broadway, 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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.)

~~(48.16) On Broadway, from Elmdale Avenue to Ardmore Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 49.46 AND 49.47 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. GLENWOOD AVE.

[SO2012-5690]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Joe Moore (which was referred on September 12, 2012) to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses on portions of North Glenwood Avenue, 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 Section 2 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 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-023 (49.46) and 4-60-023 (49.47), 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.)

(49.46) On Glenwood Avenue, from Pratt Boulevard to Lunt Avenue.

(49.47) On Glenwood Avenue, from Lunt Avenue to Touhy Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING IN CERTAIN AREAS OF 29TH WARD.

[O2012-5635]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an

ordinance introduced by Alderman Deborah Graham (which was referred on September 12, 2012) to amend the Municipal Code by prohibiting peddling in portions of the 29th 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 September 25, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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

WHEREAS, As a home rule unit of government, the City of Chicago 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. Section 4-244-140 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

4-244-140 Prohibited Districts.

(a) No one having a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter

designated by the city council. A description of such districts shall be kept in the office of the city clerk.

(b) Peddling is prohibited as described in the following indicated areas: No person shall peddle any merchandise on the sidewalk immediately adjacent to Wrigley Field; such sidewalk consisting of the north side of Addison Street, the east side of Clark Street, the south side of Waveland Avenue, and the west side of Sheffield Avenue. For purposes of this subsection (b), the term "sidewalk" shall mean that portion of the public way extending from the perimeter of the Wrigley Field stadium structure to the street curb or curb line.

(Omitted text is unaffected by this ordinance.)

(17) The area bounded by and including Schubert Avenue, Meade Avenue, the north side of Wrightwood Avenue, and Narragansett Avenue.

Also, on the east side only of Meade Avenue, between Wrightwood Avenue and Fullerton Avenue; and also on both sides of Altgeld Avenue, between Meade Avenue and McVicker Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES.

[SO2012-6561]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred 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 ordinance submitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances indicated, during the hours specified:

Establishment Of Loading Zones:

Ward	Location
1	West Schiller Street (north side) from a point 244 feet west of North Damen Avenue to a point 25 feet west thereof -- no parking loading zone -- all times -- all days -- tow-away zone (12-01104943);

Ward	Location
1	2200 North Milwaukee Avenue -- one vehicle space -- no parking loading zone -- 10:00 A.M. to 12:00 A.M. -- Monday through Sunday. Location falls within a no parking tow-away zone (12-00990876);
2	South Sangamon Avenue (east side) from a point 21 feet north of West Jackson Boulevard to a point 63 feet north thereof -- no parking loading zone -- 7:00 A.M. to 8:00 P.M. (12-01067945);
2	South Park Terrace (east side) from a point 250 feet north of West 9th Street to a point 75 feet north thereof -- 15 minute standing zone -- tow-away zone -- must use flashing lights -- 7:30 A.M. to 6:30 P.M. -- Monday through Friday (12-0100397);
16	South Western Avenue (east side) from a point 236 feet north of West 59th Street to a point 36 feet north thereof -- 15 minute standing zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (12-00669369);
16	South Sacramento Avenue (west side) from a point 361 feet north of West 61st Street to a point 20 feet north thereof -- 15 minute standing zone -- must use flashing lights -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (12-01065866);
25	South Wentworth Avenue (west side) from a point 84 feet north of West 24th Street to a point 33 feet north thereof -- no parking loading zone -- 7:30 A.M. to 9:00 P.M. -- all days -- tow-away zone (12-01022980);
27	North Halsted Street (west side) from a point 155 feet south of West Randolph Street to a point 52 feet south thereof -- no parking loading zone -- tow-away zone -- all days -- all times (12-01263056);
27	West Randolph Street (south side) from a point 17 feet east of North Sangamon Street to a point 25 feet east thereof -- no parking loading zone -- all days -- 9:00 A.M. to 9:00 P.M. (12-00201626);
32	North Clybourn Avenue (east side) from a point 30 feet north of West Fullerton Avenue to a point 20 feet north thereof -- 15 minute standing zone -- use flashing lights -- 8:00 A.M. to 11:00 P.M. (12-01424735);
32	West Belmont Avenue (south side) from a point 338 feet east of North Southport Avenue to a point 40 feet east thereof --15 minute standing zone -- use flashing lights -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (12-01424777);

Ward	Location
32	North Ashland Avenue (west side) from a point 485 feet north of West Wrightwood Avenue to a point 52 feet north thereof -- 15 minute standing zone -- must use flashing lights -- tow-away zone -- Monday through Friday -- 6:00 A.M. to 7:00 P.M. (12-00980979);
35	North Milwaukee Avenue (east side) from a point 20 feet east of North Dawson Avenue to a point 20 feet east thereof -- 30 minute standing zone -- use flashing lights -- tow-away zone after 30 minutes -- 8:30 A.M. to 6:30 P.M. -- all days (12-01349356);
42	East Chestnut Street (north side) from a point 136 feet west of North Michigan Avenue to a point 135 feet west thereof -- 15 minute standing zone -- must use flashing lights -- tow-away zone -- 7:00 A.M. to 7:00 P.M. -- all days (12-01349675);
44	North Seminary Avenue (east side) from a point 25 feet north of West Belmont Avenue to a point 60 feet north thereof -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone (12-01424564);
47	North Ashland Avenue (west side) from a point 289 feet south of West Byron Street to a point 20 feet south thereof -- 15 minute loading zone -- use flashing lights -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (12-01424591).

Amendment Of Loading Zones:

Ward	Location
1	Amend ordinance passed February 8, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 70064) which reads: "West Chicago Avenue (north side) from a point 100 feet east of North Rockwell Street to a point 50 feet north thereof -- no parking loading zone -- 6:00 A.M. to 6:00 P.M. -- all days" by striking: "50 feet" and inserting "20 feet";
2	Amend ordinance passed May 24, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 77311) which reads: "South Giles Avenue (west side) from a point 62 feet north of East 35th Street to a point 53 feet north thereof" by striking: "from a point 62 feet and to a point 53 feet north thereof" and inserting in lieu thereof: "from a point 85 feet and to a point 30 feet -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 7:00 P.M." (12-01411435);

Ward	Location
8	South Dobson Avenue, in the 8100 block (east side) -- repeal no parking loading zone (12-01378845);
25	Repeal ordinance passed June 28, 1989 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2992) which reads: "West 18th Street (south side) from a point 20 feet east of South Carpenter Street to a point 70 feet east thereof -- no parking loading zone -- tow-away zone" (12-01108822);
35	Amend ordinance passed June 4, 1997 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 46456) which reads: "West Wrightwood Avenue (north side) from a point 30 feet east of North Kimball Avenue to a point 25 feet east thereof -- disabled loading zone" by striking: "25 feet and disabled loading zone" and inserting in lieu thereof: "35 feet and no parking loading zone -- tow-away zone" (12-01420224);
48	Repeal ordinance passed May 9, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 21870) which reads: "North Clark Street (west side) from a point 115 feet south of West Foster Avenue to a point 25 feet south thereof -- no parking loading zone -- 11:00 A.M. to 12:00 A.M. -- tow-away zone" (12-01340490);
49	Repeal ordinance passed December 12, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 17529) which reads: "North Clark Street (east side) from a point 120 feet north of West Wallen Avenue to a point 40 feet north thereof -- no parking loading zone -- 10:00 A.M. to 11:00 P.M. -- tow-away zone" (12-01371408);
49	Repeal ordinance passed February 11, 2009 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 55037) which reads: "North Clark Street (west side) from a point 115 feet south of West Morse Avenue to a point 33 feet south thereof -- no parking loading zone -- 10:00 A.M. to 10:00 P.M. -- tow-away zone" (12-01369263);
49	Repeal ordinance passed November 3, 2010 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 104704) which reads: "West Lunt Avenue (north side) from a point 30 feet east of North Sheridan Road to a point 25 feet east thereof -- no parking loading zone -- 7:00 A.M. to 12:00 A.M. -- Monday through Sunday -- tow-away zone" (12-01368495).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF VEHICULAR TRAFFIC MOVEMENT.
[SO2012-6556]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred proposed ordinances to establish single direction traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 ways between the limits indicated:

Ward	Single Direction
18	South Sawyer Avenue, from West 78th Street to West 79th Street -- single direction -- southerly (12-01349043);
23	South Massasoit Avenue, from South Archer Avenue to the first alley north thereof -- two-way traffic;
28	South Springfield Avenue, from West Monroe Street to West Madison Street -- single direction -- northerly (12-01414653).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND REMOVAL OF PARKING METERS.

[O2012-5978]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to install and remove parking meters on portions of sundry streets, 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) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 Comptroller is hereby authorized and directed to install paid parking on North Western Avenue, from West Arthur Avenue to West Albion Avenue (Warren Park entrance/traffic light) -- east side only.

SECTION 2. The City Comptroller is hereby authorized and directed to remove paid parking on West Touhy Avenue, from North Sacramento Avenue to North Francisco Avenue -- south side only; North California Avenue, from West Devon Avenue to alleyway south of West Devon Avenue -- east side only; and North California Avenue, from West Devon Avenue to CVS parking lot south of West Devon Avenue -- west side only.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.

[SO2012-6564]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred 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 ordinance submitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 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:

Establishment Of Disabled Permit Parking:

Ward	Location
1	1068 North Hermitage Avenue -- Disabled Parking Permit Number 75066;
1	2253 West North Avenue (signs to be installed at 1549 North Oakley Boulevard) -- Disabled Parking Permit Number 69516;

Ward	Location
1	1720 North Mozart Street -- Disabled Parking Permit Number 78407;
1	2332 West Superior Street -- Disabled Parking Permit Number 82003;
3	4720 South Dr. Martin Luther King, Jr. Drive -- Disabled Parking Permit Number 79164;
3	4527 South Marshfield Avenue -- Disabled Parking Permit Number 79166;
4	4800 South Lake Park Avenue (signs to be installed at 4800 South Dorchester Avenue) -- Disabled Parking Permit Number 81149;
4	1352 East 48th Street -- Disabled Parking Permit Number 81159;
7	7322 South Coles Avenue -- Disabled Parking Permit Number 79419;
7	9225 South Marquette Road -- Disabled Parking Permit Number 80234;
7	10010 South Calhoun Avenue -- Disabled Parking Permit Number 81966;
8	7301 South East End Avenue -- Disabled Parking Permit Number 76732;
8	7252 South East End Avenue -- Disabled Parking Permit Number 77486;
8	1130 East 81st Street -- Disabled Parking Permit Number 81584;
8	7436 South Ellis Avenue -- Disabled Parking Permit Number 81583;
8	8018 South Bennett Avenue -- Disabled Parking Permit Number 81589;
8	8037 South Blackstone Avenue -- Disabled Parking Permit Number 80513;
8	7918 South Kenwood Avenue -- Disabled Parking Permit Number 80485;
8	8517 South Oglesby Avenue -- Disabled Parking Permit Number 81566;
8	8108 South Euclid Avenue -- Disabled Parking Permit Number 81586;
8	1421 East 90th Place -- Disabled Parking Permit Number 83719;
10	8935 South Exchange Avenue -- Disabled Parking Permit Number 75347;
10	13536 South Burley Avenue -- Disabled Parking Permit Number 78438;
10	10717 South Green Bay Avenue -- Disabled Parking Permit Number 78442;

Ward	Location
11	306 West 29th Street -- Disabled Parking Permit Number 83645;
11	433 West 37th Street -- Disabled Parking Permit Number 83650;
11	2906 South Canal Street -- Disabled Parking Permit Number 78961;
11	3019 South Quinn Street -- Disabled Parking Permit Number 80556;
11	2719 South Crowell Street -- Disabled Parking Permit Number 81837;
11	3718 South Hermitage Avenue -- Disabled Parking Permit Number 81898;
11	3012 South Emerald Avenue -- Disabled Parking Permit Number 83646;
11	2544 South Lowe Avenue -- Disabled Parking Permit Number 83648;
11	1239 West 31st Place -- Disabled Parking Permit Number 83649;
13	6240 South Mayfield Avenue -- Disabled Parking Permit Number 79303;
13	6611 South Kilpatrick Avenue -- Disabled Parking Permit Number 81365;
13	6122 South Keating Avenue -- Disabled Parking Permit Number 82564;
13	3655 West 61st Place -- Disabled Parking Permit Number 82569;
13	5650 South Kenneth Avenue -- Disabled Parking Permit Number 82570;
13	6035 South Kolmar Avenue -- Disabled Parking Permit Number 82576;
13	3641 West 62nd Place -- Disabled Parking Permit Number 82577;
13	6353 South Kilpatrick Avenue -- Disabled Parking Permit Number 82578;
13	3744 West 61st Street -- Disabled Parking Permit Number 82592;
14	5135 South Trumbull Avenue -- Disabled Parking Permit Number 75476;
14	4718 South Karlov Avenue -- Disabled Parking Permit Number 80621;
14	5207 South Fairfield Avenue -- Disabled Parking Permit Number 80626;
14	5158 South Long Avenue (signs to be installed on West 52nd Street) -- Disabled Parking Permit Number 80631;

Ward	Location
15	5621 South Seeley Avenue -- Disabled Parking Permit Number 81043;
16	5034 South Winchester Avenue -- Disabled Parking Permit Number 77540;
16	1025 West Garfield Boulevard -- Disabled Parking Permit Number 81645;
16	4939 South Hoyne Avenue -- Disabled Parking Permit Number 81655;
16	2056 West Garfield Boulevard (signs to be installed at 5457 South Hoyne Avenue) -- Disabled Parking Permit Number 81758;
17	7244 South Honore Street -- Disabled Parking Permit Number 79532;
17	7828 South Green Street -- Disabled Parking Permit Number 81182;
17	7547 South Yale Avenue -- Disabled Parking Permit Number 81199;
17	7227 South Carpenter Street -- Disabled Parking Permit Number 81198;
17	7805 South Peoria Street -- Disabled Parking Permit Number 12979;
17	7238 South Honore Street -- Disabled Parking Permit Number 74821;
17	2120 West 72nd Place -- Disabled Parking Permit Number 78384;
17	1477 West 72nd Place -- Disabled Parking Permit Number 78395;
17	7731 South Bishop Street -- Disabled Parking Permit Number 78398;
17	7551 South Paulina Street -- Disabled Parking Permit Number 81170;
17	1220 West 74th Place -- Disabled Parking Permit Number 81183;
17	2106 West 73rd Street -- Disabled Parking Permit Number 81210;
18	7011 South Maplewood Avenue -- Disabled Parking Permit Number 74380;
18	3316 West 83rd Place -- Disabled Parking Permit Number 75583;
18	7245 South Rockwell Street -- Disabled Parking Permit Number 75587;
18	8243 South Troy Street -- Disabled Parking Permit Number 75875;
18	8053 South Honore Street -- Disabled Parking Permit Number 75884;

Ward	Location
18	8506 South Tripp Avenue -- Disabled Parking Permit Number 78152;
18	3638 West 80th Street -- Disabled Parking Permit Number 79632;
18	8223 South Hermitage Avenue -- Disabled Parking Permit Number 79652;
18	7938 South Francisco Avenue -- Disabled Parking Permit Number 80339;
18	8239 South Hermitage Avenue -- Disabled Parking Permit Number 81345;
18	7225 South Fairfield Avenue -- Disabled Parking Permit Number 81722;
18	2840 West 84th Place -- Disabled Parking Permit Number 81724;
19	11006 South Central Park Avenue -- Disabled Parking Permit Number 79609;
21	8640 South Morgan Street -- Disabled Parking Permit Number 81628;
22	3224 South Kedvale Avenue -- Disabled Parking Permit Number 67198;
22	2517 South Springfield Avenue -- Disabled Parking Permit Number 68490;
22	3145 South Kedvale Avenue -- Disabled Parking Permit Number 77742;
22	3241 South Avers Avenue -- Disabled Parking Permit Number 78847;
22	3011 South Lawndale Avenue -- Disabled Parking Permit Number 81849;
23	5205 South Linder Avenue -- Disabled Parking Permit Number 80642;
23	4841 South Lacrosse Avenue -- Disabled Parking Permit Number 82964;
23	5801 South Merrimac Avenue -- Disabled Parking Permit Number 82966;
23	4639 South Laramie Avenue -- Disabled Parking Permit Number 82971;
23	4431 South Leclaire Avenue -- Disabled Parking Permit Number 73140;
24	2116 South Springfield Avenue -- Disabled Parking Permit Number 79957;
24	3703 West Arthington Street -- Disabled Parking Permit Number 80285;
24	1220 South Springfield Avenue -- Disabled Parking Permit Number 80286;
24	1851 South Komensky Avenue -- Disabled Parking Permit Number 80429;

Ward	Location
24	1810 South Lawndale Avenue -- Disabled Parking Permit Number 82081;
24	1315 South Kolin Avenue -- Disabled Parking Permit Number 82084;
24	3346 West Lexington Street -- Disabled Parking Permit Number 82096;
27	1012 North Ridgeway Avenue -- Disabled Parking Permit Number 83114;
28	1217 South Fairfield Avenue -- Disabled Parking Permit Number 75630;
28	4921 West West End Avenue -- Disabled Parking Permit Number 75631;
28	206 South Whipple Street -- Disabled Parking Permit Number 80790;
28	2440 West Grenshaw Street -- Disabled Parking Permit Number 81141;
28	4904 West Quincy Street -- Disabled Parking Permit Number 82230;
29	1017 North Monitor Avenue -- Disabled Parking Permit Number 81718;
29	1340 North Waller Avenue -- Disabled Parking Permit Number 81719;
31	2120 North Kenneth Avenue -- Disabled Parking Permit Number 78497;
32	3105 North Oakley Avenue -- Disabled Parking Permit Number 78346;
33	3134 West Eastwood Avenue -- Disabled Parking Permit Number 77920;
33	5012 North Troy Street -- Disabled Parking Permit Number 77923;
33	4523 North Drake Avenue -- Disabled Parking Permit Number 77933;
33	3610 West Sunnyside Avenue -- Disabled Parking Permit Number 77937;
33	4047 North Mozart Street -- Disabled Parking Permit Number 78559;
35	3036 North Christiana Avenue -- Disabled Parking Permit Number 81941;
35	2942 North Gresham Avenue -- Disabled Parking Permit Number 80369;
35	2950 West Wabansia Avenue -- Disabled Parking Permit Number 80703;
36	3538 North Oketo Avenue -- Disabled Parking Permit Number 78091;
36	6038 West Barry Avenue -- Disabled Parking Permit Number 82337;

Ward	Location
36	1812 North Sayre Avenue -- Disabled Parking Permit Number 82354;
36	3640 North Overhill Avenue -- Disabled Parking Permit Number 82723;
37	2251 North Menard Avenue -- Disabled Parking Permit Number 78155;
37	5309 West Crystal Street -- Disabled Parking Permit Number 78768;
37	1019 North Central Avenue (signs to be installed at 5555 West Cortez Street) -- Disabled Parking Permit Number 80407;
37	4917 West Iowa Street -- Disabled Parking Permit Number 81503;
37	4305 West Hirsch Street -- Disabled Parking Permit Number 81871;
37	1055 North Lavergne Avenue -- Disabled Parking Permit Number 81883;
37	4141 West Hirsch Street -- Disabled Parking Permit Number 82653;
38	4021 North McVicker Avenue -- Disabled Parking Permit Number 75149;
38	3812 North Oak Park Avenue -- Disabled Parking Permit Number 79401;
38	5731 West Henderson Street -- Disabled Parking Permit Number 80773;
38	3630 North Luna Avenue -- Disabled Parking Permit Number 80887;
39	5005 North Harding Avenue -- Disabled Parking Permit Number 71494;
39	4849 North Harding Avenue -- Disabled Parking Permit Number 71495;
39	6329 North Kedvale Avenue -- Disabled Parking Permit Number 75041;
39	4046 North Hamlin Avenue -- Disabled Parking Permit Number 78788;
39	4913 North Karlov Avenue -- Disabled Parking Permit Number 78793;
39	4904 North Kedvale Avenue -- Disabled Parking Permit Number 78799;
40	5737 North Fairfield Avenue -- Disabled Parking Permit Number 81463;
41	6007 North Navarro Avenue -- Disabled Parking Permit Number 80028;
41	5204 North Oakview Street -- Disabled Parking Permit Number 78796;

Ward	Location
41	5219 North Reserve Avenue -- Disabled Parking Permit Number 80016;
41	6830 West Highland Avenue -- Disabled Parking Permit Number 80018;
45	5207 North Latrobe Avenue -- Disabled Parking Permit Number 83193;
46	4250 North Marine Drive (signs to be installed at 4251 North Marine Drive) -- Disabled Parking Permit Number 79717;
46	3639 North Pine Grove Avenue (signs to be installed at 3638 North Pine Grove Avenue) -- Disabled Parking Permit Number 66013;
46	4500 North Sheridan Road -- Disabled Parking Permit Number 79713;
47	2128 West Belle Plaine Avenue -- Disabled Parking Permit Number 80133;
47	5060½ North Winchester Avenue -- Disabled Parking Permit Number 82527;
48	1518 West Hollywood Avenue -- Disabled Parking Permit Number 76402;
48	1284 West Early Avenue -- Disabled Parking Permit Number 79732;
48	925 West Carmen Avenue -- Disabled Parking Permit Number 79734;
49	1112 West Columbia Avenue -- Disabled Parking Permit Number 81114;
50	6128 North Oakey Avenue -- Disabled Parking Permit Number 51559;
50	6250 North Francisco Avenue -- Disabled Parking Permit Number 79821;
50	2624 West Estes Avenue -- Disabled Parking Permit Number 83528.

Amendment Of Disabled Permit Parking:

Ward	Location
4	Removal of Disabled Parking Permit Number 53025 located at 5140 South Woodlawn Avenue;
7	Removal of Disabled Parking Permit Number 40211 located at 221 West 90th Place;

Ward	Location
7	Removal of Disabled Parking Permit Number 65901 located at 7542 South Phillips Avenue;
8	Removal of Disabled Parking Permit Number 66638 located at 8840 South Cornell Avenue;
11	Removal of Disabled Parking Permit Number 80567 located at 439 West 37th Street;
12	Removal of Disabled Parking Permit Number 75402 located at 4326 South Paulina Street;
13	Removal of Disabled Parking Permit Number 53814 located at 5920 South Kolin Avenue;
14	Removal of Disabled Parking Permit Number 50718 located at 4515 South Troy Street;
14	Removal of Disabled Parking Permit Number 76763 located at 4618 South Francisco Avenue;
16	Removal of Disabled Parking Permit Number 53331 located at 5939 South Richmond Street;
18	Removal of Disabled Parking Permit Number 57834 located at 3533 West 73rd Place;
21	Removal of Disabled Parking Permit Number 43293 located at 9617 South Yale Avenue;
23	Removal of Disabled Parking Permit Number 21825 located at 5540 South Neenah Avenue;
23	Removal of Disabled Parking Permit Number 49872 located at 6031 South Mobile Avenue;
23	Removal of Disabled Parking Permit Number 55006 located at 5147 South Latrobe Avenue;
23	Removal of Disabled Parking Permit Number 70593 located at 6517 West 63rd Place;
23	Removal of Disabled Parking Permit Number 72207 located at 4737 South Laporte Avenue;

Ward	Location
23	Removal of Disabled Parking Permit Number 73044 located at 5021 South Lamon Avenue;
23	Removal of Disabled Parking Permit Number 77758 located at 5444 South Tripp Avenue;
23	Removal of Disabled Parking Permit Number 77807 located at 4919 South Kolin Avenue;
23	Removal of Disabled Parking Permit Number 80963 located at 5425 South Laporte Avenue;
30	Removal of Disabled Parking Permit Number 47560 located at 3106 North Monitor Avenue;
31	Removal of Disabled Parking Permit Number 33927 located at 2133 North Lavergne Avenue;
31	Removal of Disabled Parking Permit Number 53885 located at 4819 West Nelson Street;
31	Removal of Disabled Parking Permit Number 57859 located at 4853 West Deming Place;
34	Removal of Disabled Parking Permit Number 79676 located at 1328 West 109th Street;
36	Removal of Disabled Parking Permit Number 9433 located at 6248 West School Street;
37	Removal of Disabled Parking Permit Number 72523 located at 4927 West Kamerling Avenue;
38	Removal of Disabled Parking Permit Number 8406 located at 5005 West Henderson Street;
40	Removal of Disabled Parking Permit Number 16414 located at 5507 North Rockwell Street;
47	Removal of Disabled Parking Permit Number 65801 located at 4700 North Campbell Avenue;
49	Removal of Disabled Parking Permit Number 69269 located at 1500 West Sherwin Avenue -- signs posted at 1250 West Sherwin Avenue;

Ward	Location
49	Removal of Disabled Parking Permit Number 77095 located at 1923 West Estes Avenue;
49	Removal of Disabled Parking Permit Number 77101 located at 1361 West Greenleaf Avenue;
49	Removal of Disabled Parking Permit Number 77109 located at 1524 West Pratt Boulevard;
50	Removal of Disabled Parking Permit Number 70065 located at 6238 North Sacramento Avenue;
50	Removal of Disabled Parking Permit Number 80720 located at 6230 North Fairfield Avenue;
50	Amend parking prohibited at all times -- Disabled Parking Permit Number 80738 located at 6630 North Maplewood Avenue -- insert: "signs to be installed at 6628 North Maplewood Avenue".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment And Amendment Of Parking Limitation During Specified Hours.
[SO2012-6558]

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the areas indicated during the hours specified:

Establishment Of Parking Limitation During Specified Hours:

Ward	Location
2	East 28th Street (both sides) from South Michigan Avenue to South Wabash Avenue -- three hour parking -- 7:00 A.M. to 10:00 P.M. -- Monday through Saturday (12-01348870);

Ward	Location
38	West Irving Park Road (south side) from North Natchez Avenue to North Neenah Avenue -- limited two hour parking -- all days -- all times (12-01349424).

Amendment Of Parking Limitation During Specified Hours:

Ward	Location
13	Amend ordinance passed November 30, 1994 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 62743) which reads: "West 59th Street (north side) from a point 107 feet west of South Kostner Avenue to a point 50 feet west thereof -- two hour limit parking -- 6:00 A.M. to 9:00 A.M. -- Monday through Friday" by striking: "two hour" and inserting in lieu thereof: "one hour" (11-04183611).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Residential Permit Parking Zones.

[SO2012-6557]

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
8	8100 South Dobson Avenue (left side) -- residential permit parking zone -- Monday through Friday -- 7:00 A.M. to 7:00 A.M.. Does not meet percentage of available on-street parking;
8	9300 South Greenwood Avenue (east side) -- Residential Permit Parking Zone 1698 -- Sunday through Saturday -- 6:00 A.M. to 6:00 A.M.. Does not meet percentage of available on-street parking;

Ward	Location
22	3100 block of South Harding Avenue (both sides) -- Residential Permit Parking Zone 1699 -- Sunday through Saturday -- at all times. Does not meet percentage of available on-street parking;
23	West 54th Street, from the first alley east of South Harlem Avenue to South Neva Avenue (both sides) -- extension to Residential Permit Parking Zone 30 -- all times;
30	5500 through 5552 West Wrightwood Avenue, from North Linder Avenue to North Central Avenue (both sides) -- residential permit parking zone -- Sunday through Saturday -- 6:00 P.M. to 6:00 A.M.. Does not meet percentage of available on-street parking;
36	North Plainfield Avenue, from West Irving Park Road to West Belle Plaine Avenue -- Residential Permit Parking Zone 1670 -- 4:00 P.M. to 8:00 A.M.. Does not meet percentage of available on-street parking.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of "No Truck Parking" On Portion Of W. 51st St.

[SO2012-6559]

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 "No Truck Parking" signs at the below listed location:

Ward	Location
14	West 51st Street (both sides) from South Lawndale Avenue to South Central Park Avenue -- "No Parking Of Trucks -- All Times" (12-01068011).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TOW-AWAY ZONES.
[SO2012-6560]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to establish and amend traffic tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 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:

Establishments Of Traffic Lane Tow-Away Zones:

Ward	Location
1	West North Avenue (south side) from North Western Avenue to a point 87 feet east thereof -- no parking tow-away zone -- all times (12-00849492);
1	West North Avenue (both sides) from North Ashland Avenue to Kennedy Expressway -- no parking, no stopping, no standing -- tow-away zone (12-00904114);
12	West 28th Street (south side) from South Kedzie Avenue to a point 155 feet east thereof -- no parking tow-away zone (12-01064116);
25	West 18th Street (south side) from a point 25 feet west of South Marshfield Avenue to a point 20 feet west thereof -- no parking tow-away zone (12-01442937);
25	South Marshfield Avenue (west side) from a point 83 feet north of West 18th Street to a point 20 feet north thereof -- no parking tow-away zone -- 7:00 A.M. to 9:00 P.M. -- Monday through Saturday (12-01414431);
28	North Kostner Avenue (both sides) from West Fulton Street to West Lake Street -- no parking tow-away zone -- all days -- 9:00 P.M. to 8:00 A.M. (12-01417974);
32	North North Branch Street (west side) from West Division Street to a point 55 feet north thereof -- no parking tow-away zone (12-01065897);
36	North Natchez Avenue (east side) from West Grand Avenue to the first alley south thereof -- no parking tow-away zone -- all times (12-01419060);
50	West Devon Avenue (south side) from North Kimball Avenue zero foot property line to a point 40 feet west thereof -- no parking tow-away zone (12-0148106).

Amendment Of Traffic Lane Tow-Away Zones:

Ward	Location
23	West 54th Street, from the first alley east of South Harlem Avenue to South Neva Avenue (both sides) -- repeal no parking tow-away zone -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
50	Repeal ordinance passed February 10, 1999 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 89318) which reads: "West Fitch Avenue (north side) from North Western Avenue to North Rockwell Street -- no parking -- 7:00 A.M. to 9:00 A.M. -- Thursday only -- tow-away zone" by striking the above and adding/installing: "West Fitch Avenue (north side) from North Artesian Avenue to a point 130 feet east thereof -- no parking tow-away zone -- 6:00 A.M. to 8:00 A.M. -- Monday only" (12-01388396).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION OF TRAFFIC WARNING SIGNS.

[SOr2012-586]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred proposed ordinances and orders to erect traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order submitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Location
8	South Crandon Avenue and East 88th Street -- "All-Way Stop", stopping all approaches (12-01105070);
8	South Ingleside Avenue and East 74th Street -- "Stop" sign, stopping East 74th Street for South Ingleside Avenue (12-01105088);
11	South Wallace Street and West 32nd Street -- "All-Way Stop", stopping all approaches (12-01105120);
16	West Garfield Boulevard and South Western Avenue -- "Stop" sign, stopping eastbound traffic on West Garfield Boulevard;
19	South Artesian Avenue and West 108th Street -- stopping South Artesian Avenue for West 108th Street (12-01413943);
21	West 88th Street and South Emerald Avenue -- "All-Way Stop", stopping all approaches (12-01003785);
21	West 89th Street and South Lowe Avenue -- "All-Way Stop", stopping all approaches (12-01414776);

Ward	Location
24	South Springfield Avenue and West 16th Street -- "All-Way Stop", stopping all approaches (12-00990175);
36	North Oketo Avenue and West Cornelia Avenue -- "All-Way Stop", stopping all approaches (12-01418866);
38	North Mason Avenue and West Cullom Avenue -- "All-Way Stop", stopping all approaches (12-01349406);
41	West Ibsen Street and North Odell Avenue -- "Two-Way Stop", stopping North Odell Avenue for West Ibsen Street (12-01349459);
50	North Francisco Avenue and West Coyle Avenue -- "All-Way Stop", stopping all approaches (12-01418132).

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)

[SO2012-6563]

The Committee on Pedestrian and Traffic 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 Laurino 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Alderman Pope 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, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith which were referred to the Committee concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibition At All Times -- Disabled:

Ward	Location
11	3414 South Lowe Avenue -- Disabled Parking Permit Number 73974. Garage at location.
11	3726 South Honore Street -- Disabled Parking Permit Number 81836. Garage at location.
11	3310 South Wallace Street -- Disabled Parking Permit Number 81899. Garage at location.
11	2730 South Princeton Avenue -- Disabled Parking Permit Number 83644. Garage at location.
12	2816 West 40th Street -- Disabled Parking Permit Number 80628. Garage at location.
12	4217 South Campbell Avenue -- Disabled Parking Permit Number 82117. Garage at location.
12	2025 West 35th Street (signs to be installed on South Seeley Avenue side of building) -- Disabled Parking Permit Number 82125. Prohibited signs posted, garage at location.
12	3412 West Pershing Road -- Disabled Parking Permit Number 83656. Garage at location.

Ward	Location
26	3527 West Evergreen Avenue -- Disabled Parking Permit Number 74855. Garage at location.
26	2450 North St. Louis Avenue -- Disabled Parking Permit Number 83405. Garage at location.
34	1554 West 122nd Place -- Disabled Parking Permit Number 81302.

Amendment Of *Parking Prohibition At All Times -- Disabled:*

Ward	Location
33	Removal of Disabled Parking Permit Number Number 40015 located at 4338 North Sacramento Avenue. Alderman withdrew request.
47	Removal of Disabled Parking Permit Number 35592 located at 4416 North Campbell Avenue. No signs at location.

Loading Zones/Standing Zones:

Ward	Location
2	South Michigan Avenue (east side) from a point 240 feet south of East Roosevelt Road to a point 39 feet north thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- Monday through Friday -- 8:30 A.M. to 7:00 P.M. and Saturday -- 9:30 A.M. to 3:00 P.M.. This location falls within a no parking tow-away zone (12-01424653).
7	East 83rd Street (north side) from a point 60 feet east of South Kingston Avenue to a point 36 feet east thereof -- 30 minute standing zone -- use flashing lights -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday. Duplicate of Or2012-533 introduced September 12, 2012.
18	2845 West 71st Street (one parking space) -- no parking loading zone -- 6:00 A.M. to 9:30 A.M. and 3:00 P.M. to 6:00 P.M. -- Monday through Friday. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (12-01012871).

Ward	Location
32	West Eastman Street (south side) from a point approximately 85 feet east of North Dayton Street to a point 40 feet east thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone -- Monday through Friday -- 5:00 P.M. to 8:00 P.M. and Saturday through Sunday -- 8:00 A.M. to 5:00 P.M.. Duplicate of O2012-4741 which passed Council on September 12, 2012.
32	1840 North Damen Avenue (west side) from a point approximately 100 feet north of West Churchill Street to a point 20 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone -- 8:00 A.M. to 8:00 P.M. -- all days. Duplicate of O2012-4734 which passed Council on September 12, 2012 (12-01422251).
42	Lower West Carroll Avenue adjacent to building known as 111 West Kinzie Street -- 15 minute loading zone/tow-away zone -- 11:00 A.M. to 2:00 A.M. -- all days. Requested loading zone falls within a no stopping, no standing zone on West Kinzie Street (south side) between North LaSalle Street and North Clark Street (12-0134960).
46	4757 North Sheridan Road -- 15 minute standing zone/tow-away zone -- Monday through Sunday -- 11:00 A.M. to 2:00 A.M.. Duplicate of direct introduction passed September 12, 2012.
46	1303 West Wilson Avenue -- 15 minute standing zone/tow-away zone -- must use flashing lights -- Monday through Sunday -- 7:00 A.M. to 7:00 P.M.. Duplicate item passed September 12, 2012 as direct introduction.

Amendment Of Loading Zones/Standing Zones:

Ward	Location
25	1910 South Laflin Street -- removal of Disabled Parking (2%). Request withdrawn by Alderman (12-01368968).
49	1158 West Columbia Avenue -- repeal loading zone (12-01371259).

Tow-Away Zones:

Ward	Location
32	North Seminary Avenue (east side) approximately 175 feet south of West Diversey Avenue School Court -- no parking tow-away zone -- all times (one sign). No city council action necessary; signs will be installed upon verification of driveway permit (12-01446032).

Residential Permit Parking Zones:

Ward	Location
17	8000 block of South Lafayette Avenue -- residential permit parking zone -- anytime -- Sunday through Saturday (excluding holidays). Does not meet percentage of available on-street parking.
20	6400 -- 6499 South Dorchester Avenue (west side) -- residential permit parking zone -- 8:00 A.M. to 8:00 P.M. -- Sunday through Saturday. Does not meet percentage of available on-street parking.

Traffic Warning Signs/Signals:

Ward	Location
27	Intersection of North Larrabee Street and West Hobbie Street -- "All-Way Stop" signs. Signs already posted (12-01012079).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

COMMITTEE ON PUBLIC SAFETY.

REAPPOINTMENT OF MELISSA M. BALLATE, RITA A. FRY AND SUSAN L. MC KEEVER AS MEMBERS OF CHICAGO POLICE BOARD.

[A2012-133]

The Committee on Public Safety submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Public Safety begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments of Melissa M. Ballate, Rita A. Fry and Susan L. McKeever as members of the Chicago Police Board, for terms effective immediately and expiring August 10, 2017.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) JAMES A. BALCER,
Chairman.

On motion of Alderman Balcer, the committee's recommendation was *Concurred In* and the said proposed reappointments of Melissa M. Ballate, Rita A. Fry and Susan L. McKeever as members of the Chicago Police Board were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION.

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR CREATION OF GRIMES/FLEMING ELEMENTARY SCHOOL PUBLIC GARDEN AT 4918 W. 64TH ST.
[O2012-5620]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation had under consideration an ordinance authorizing the expenditure of open space impact fee funds for Grimes/Fleming Elementary School garden located at 4918 West 64th Street. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which was submitted on October 1, 2012 at the Committee on Special Events, Cultural Affairs and Recreation meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("DOR") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Clearing Community Area have deepened the already significant deficit of open space in the Clearing Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998, pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the *"Journal"*) of the same date; and

WHEREAS, The Board of Education of the City of Chicago, commonly known as the Chicago Public Schools ("CPS"), is the owner of a parcel of land on the campus of Grimes/Fleming Elementary School legally identified and described on Exhibit A hereto (collectively, the "Property"); and

WHEREAS, Openlands, an Illinois not-for-profit corporation, is dedicated to preserving and creating open space; and

WHEREAS, The City, CPS and Openlands desire to create a school garden at the above-mentioned school (the "Project") for the benefit and use of the above-mentioned school and the Community Area in which it is located; and

WHEREAS, The City desires to grant Openlands impact fee funds to pay for the construction costs associated with building the garden at the Property (the "Project"); and

WHEREAS, HED desires to provide to Openlands Open Space Fees in an amount not to exceed $239,122 for the Project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOR for the Clearing Community Area in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of HED (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into a grant agreement with Openlands in connection herewith and to provide Open Space Fees proceeds to Openlands in an amount not to exceed $239,122 from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of $239,122 from the Clearing Community Area's Open Space Fees Funds are hereby appropriated for the purposes described herein.

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

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Description Of Project.

Grimes/Fleming Elementary School Garden.

Address:

4918 West 64th Street.

Property Index Number:

19-21-205-029.

Community Area:

Clearing.

Project Description:

Removing asphalt on school grounds to create a school garden.

Amount Of Open Space Fees:

$239,122 from the Clearing Community Area.

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR CREATION OF AND/OR IMPROVEMENTS TO OPEN PUBLIC GARDENS IN VARIOUS COMMUNITY AREAS.

[O2012-5622]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation had under consideration an ordinance authorizing the expenditure of open space impact fee funds for a garden creation at 257 West 61st Street in the Englewood Community area ("Sherwood Peace Garden Project", 20th Ward), garden shed construction and fence installation at 2100 South Sangamon Street in the Lower West Side Community area ("Growing Station Project", 25th Ward) and water installation at 5331 North Ravenswood Avenue, in the Lincoln Square Community area (the "Bowmanville Gateway Garden Project", 40th Ward). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which was submitted on October 1, 2012 at the Committee on Special Events, Cultural Affairs and Recreation meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("DOR") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area

(as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Englewood Community Area, the Lower West Side Community Area and the Lincoln Square Community Area have deepened the already significant deficits of open space in the Englewood Community Area, the Lower West Side Community Area and the Lincoln Square Community Area, respectively, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation, is dedicated to preserving and creating open space; and

WHEREAS, The City desires to grant NeighborSpace impact fee funds to pay or reimburse NeighborSpace for: garden creation at 257 West 61st Street in the Englewood Community Area (the "Sherwood Peace Garden Project"); garden shed construction and fence installation at 2100 South Sangamon Street in the Lower West Side Community Area (the "Growing Station Project"); and water installation at 5331 North Ravenswood Avenue in the Lincoln Square Community Area (the "Bowmanville Gateway Garden Project", and collectively with the Sherwood Peace Garden Project and the Growing Station Project, the "Project"); and

WHEREAS, HED desires to provide to NeighborSpace Open Space Fees in amounts not to exceed $9,798.92 for the Sherwood Peace Garden Project, $7,000 for the Growing Station Project and $30,000 for the Bowmanville Gateway Garden Project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous community area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOR for the Englewood Community Area, the Lower West Side Community Area, and the Lincoln Square Community Area, in

which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of HED (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel to enter into an agreement with NeighborSpace in connection herewith, containing such terms as the Commissioner deems necessary, and to provide Open Space Fees proceeds to NeighborSpace in an aggregate amount not to exceed $46,798.92 from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of $9,798.92 from the Englewood Community Area's Open Space Fees Funds, $7,000 from the Lower West Side Community Area's Open Space Fees Funds, and $30,000 from the Lincoln Square Community Area's Open Space Fees Funds, are hereby appropriated for the purposes described herein.

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

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance transmitted herewith for grants of privileges in the public way. These ordinances and substitute ordinance were referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

A&D Medical Center.

[O2012-6231]

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

SECTION 1. Permission and authority are hereby given and granted to A&D Medical Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 743 South Pulaski Road. Said sign structure measures as follows: along South Pulaski Road, at eight (8) feet in length, four (4) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102649 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

AAMCO Complete Car Care No. 4953.

[O2012-6353]

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

SECTION 1. Permission and authority are hereby given and granted to AAMCO Complete Car Care Number 4953, upon the terms and subject to the conditions of this ordinance, to

maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2157 North Cicero Avenue. Said sign structure measures as follows: along North Cicero Avenue, at five point three one (5.31) feet in length, four (4) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100379 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

AAMCO/Duratrans.

[O2012-6267]

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

SECTION 1. Permission and authority are hereby given and granted to AAMCO/Duratrans, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 12307 South Halsted Street. Said sign structure measures as follows: along South Halsted Street, at seven point five (7.5) feet in length, point five (.5) foot in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102729 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Aaron's Sales And Lease.

[O2012-6094]

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

SECTION 1. Permission and authority are hereby given and granted to Aaron's Sales and Lease, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 7311 South Ashland Avenue. Said sign structures measure as follows: along South Ashland Avenue, one (1) at twenty-four point six six (24.66) feet in length, five point six six (5.66) feet in height and fifteen (15) feet above grade level, one (1) at eight (8) feet in length, four (4) feet in height and fourteen (14) feet above grade level and one (1) at eighteen point one six (18.16) feet in length, four point two five (4.25) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098898 herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Rachel Aaronson.

[O2012-6323]

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

SECTION 1. Permission and authority are hereby given and granted to Rachel Aaronson, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 1903 West Roscoe Street. Said landscaping at West Roscoe Street measures seven (7) feet in length and four point five (4.5) feet in width for a total of thirty-one point five (31.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102181 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Ali Baba Hookah Bar.

[O2012-6266]

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

SECTION 1. Permission and authority are hereby given and granted to Ali Baba Hookah Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4046 West Lawrence Avenue. Said sign structure measures as follows: along West Lawrence Avenue, at four (4) feet in length, six (6) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102623 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Allstate.

[O2012-6084]

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

SECTION 1. Permission and authority are hereby given and granted to Allstate, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2823 West 55th Street. Said sign structure measures as follows: along West 55th Street, at seven (7) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said

privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102783 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

American Heritage Fireplace.

[O2012-5893]

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

SECTION 1. Permission and authority are hereby given and granted to American Heritage Fireplace, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3054 North Western Avenue. Said sign structure measures as follows: along North Western Avenue, at thirty-eight (38) feet in length, two point four two (2.42) feet in height and fifteen point five (15.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102646 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Andies Restaurant.

[O2012-6229]

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

SECTION 1. Permission and authority are hereby given and granted to Andies Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twelve (12) light fixtures projecting over the public right-of-way adjacent to its premises known as 5253 North Clark Street. Said light fixtures at North Clark Street measure four (4) at two (2) feet in length, point six (.6) foot in width and twenty point three (20.3) feet above grade level. Said light fixtures at North Clark Street measure four (4) at one (1) foot in length, one (1) foot in width and seven point five (7.5) feet above grade level. Said light fixtures at North Clark Street measure four (4) at two (2) feet in length, point six (.6) foot in width and seventeen point three (17.3) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102667 herein granted the sum of One Hundred Thirty and no/100 Dollars ($130.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Angelo's Taverna.

[O2012-5958]

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

SECTION 1. Permission and authority are hereby given and granted to Angelo's Taverna, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1612 North Sedgwick Street. Said sign structure measures as follows: along North Sedgwick Street, at two point five (2.5) feet in length, eight (8) feet in height and twelve point five (12.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099525 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 13, 2011.

Anong, Inc.

[O2012-6222]

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

SECTION 1. Permission and authority are hereby given and granted to Anong, Inc., upon

the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2532 North California Avenue. Said sign structure measures as follows: along North California Avenue, at four (4) feet in length, six (6) feet in height and nine point two five (9.25) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098775 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Antique Row Condominium Association.

[O2012-6298]

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

SECTION 1. Permission and authority are hereby given and granted to Antique Row Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 3201 North Wolcott Avenue. Said bay window at North Wolcott Avenue measures one (1) at ten (10) feet in length and three (3) feet in width for a total of thirty (30) square feet. Said bay window at West Belmont Avenue measures one (1) at ten (10) feet in length and three (3) feet in width for a total of thirty (30) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102473 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

Aqua At Lakeshore East LLC.

[O2012-5879]

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

SECTION 1. Permission and authority are hereby given and granted to Aqua At Lakeshore East LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 225 North Columbus Drive. Said planters at Upper North Columbus Drive measure two (2) at eighteen (18) feet in length and five (5) feet in width for a total of one hundred eighty (180) square feet. Said planter at Upper Columbus Drive measures one (1) at thirty-six (36) feet in length and five (5) feet in width for a total of one hundred eighty (180) square feet. Said planter at Upper Columbus Drive measures one (1) at twenty-five (25) feet in length and five (5) feet in width for a total of one hundred twenty-five (125) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102088 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 14, 2012.

Aranoff True Value Hardware.

[O2012-6028]

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

SECTION 1. Permission and authority are hereby given and granted to Aranoff True Value Hardware, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 8235 South Cottage Grove Avenue. The said structure measures as follows: along South Cottage Grove Avenue, at eight (8) feet in length, four (4) feet in height and eleven point five (11.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102581 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Astor Plaza Condominium Association.
(Bay Windows)

[O2012-5972]

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

SECTION 1. Permission and authority are hereby given and granted to Astor Plaza Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 39 East Schiller Street. Said bay windows at East Schiller Street measure two (2) at ten (10) feet in length and two point four (2.4) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102632 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Astor Plaza Condominium Association.
(Planters)

[O2012-5975]

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

SECTION 1. Permission and authority are hereby given and granted to Astor Plaza Condominium Association, upon the terms and subject to the conditions of this ordinance,

to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 39 East Schiller Street. Said planter at East Schiller Street measures one (1) at fourteen point two (14.2) feet in length and one (1) foot in width for a total of fourteen point two (14.2) square feet. Said planter at East Schiller Street measures one (1) at twelve point six (12.6) feet in length and one (1) foot in width for a total of twelve point six (12.6) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102142 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Athena Restaurant.

[O2012-6299]

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

SECTION 1. Permission and authority are hereby given and granted to Athena Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 212 South Halsted Street. Said sign structure measures as follows: along South Halsted Street, at twelve (12) feet in length, eight (8) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098842 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Auditorium Park One LLC.

[O2012-5833]

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

SECTION 1. Permission and authority are hereby given and granted to Auditorium Park One LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) building projection over the public right-of-way adjacent to its premises known as 63 -- 69 East Congress Parkway. Existing four (4) level cantilevered structure over the public sidewalk for four (4) partial park levels. Four (4) level structure shall not extend north more than twenty (20) feet from the north property line and in no event beyond the south curb line of East Congress Parkway. Existing cantilevered structure is seventy-one (71) feet in length, twenty (20) feet in width and twelve (12) feet, ten (10) inches above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102587 herein granted the sum of Six Thousand Nine Hundred Seven and no/100 Dollars ($6,907.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 28, 2011.

Bacci Pizzeria On Chicago Avenue.

[O2012-5804]

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

SECTION 1. Permission and authority are hereby given and granted to Bacci Pizzeria on Chicago Avenue, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2343 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue, at four (4) feet in length, four (4) feet in height and twenty (20) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102690 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Bank Note Place Condominium Association.
(Balconies)

[O2012-5840]

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

SECTION 1. Permission and authority are hereby given and granted to Bank Note Place Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eleven (11) balconies projecting over the public right-of-way adjacent to its premises known as 120 East Cullerton Street. Said balconies at East Cullerton Street measure eleven (11) at fourteen (14) feet in length and four point five (4.5) feet in width for a total of six hundred ninety-three (693) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102471 herein granted the sum of Eight Hundred Twenty-five and no/100 Dollars ($825.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Bank Note Place Condominium Association.
(Catch Basin)

[O2012-5886]

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

SECTION 1. Permission and authority are hereby given and granted to Bank Note Place Condominium Association, upon the terms and subject to the conditions of this ordinance,

to maintain and use, as now constructed, one (1) catch basin under the public right-of-way adjacent to its premises known as 1910 South Indiana Avenue. Said catch basin at South Indiana Avenue measures five (5) feet in length and five (5) feet in width for a total of twenty-five (25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102589 herein granted the sum of Four Hundred and no/100 Dollars (400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 1, 2009.

Bank Note Place Condominium Association.
(Grease Basin)

[O2012-5881]

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

SECTION 1. Permission and authority are hereby given and granted to Bank Note Place Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) grease basin under the public right-of-way adjacent to its premises known as 1910 South Indiana Avenue. Said grease basin at South Indiana Avenue measures ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102588 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 1, 2009.

Bar Umbriago.

[O2012-5890]

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

SECTION 1. Permission and authority are hereby given and granted to Bar Umbriago, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 6 West Hubbard Street. Said sign structure measures as follows: along North State Street, one (1) at two point nine two (2.92) feet in length, twelve point eight three (12.83) feet in height and sixteen (16) feet above grade level. Said sign structure measures as follows: along the corner of North State Street and West Hubbard Street, one (1) at sixteen (16) feet in length, ten point one seven (10.17) feet in height and eleven point six seven (11.67) feet above ground level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101608 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Barry's Cut Rate Stores, Inc.

[O2012-5807]

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

SECTION 1. Permission and authority are hereby given and granted to Barry's Cut Rate Stores, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1370 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue at six (6) feet in length, twelve (12) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102726 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Bel Park Food & Liquor.

[O2012-6260]

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

SECTION 1. Permission and authority are hereby given and granted to Bel Park Food & Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4752 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at six point nine (6.9) feet in length, eight point eight (8.8) feet in height and twelve point six (12.6) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099817 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 14, 2012.

Belmont Assembly Of God.

[O2012-6213]

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

SECTION 1. Permission and authority are hereby given and granted to Belmont Assembly of God, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6050 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at eight (8) feet in length, six point five (6.5) feet in height and nine (9) feet above

grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101655 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Bertco Development LLC.

[O2012-6063]

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

SECTION 1. Permission and authority are hereby given and granted to Bertco Development LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use eight (8) balconies projecting over the public right-of-way adjacent to its premises known as 3255 South Shields Avenue. Said balconies at South Shields Avenue measure, two (2) at seven (7) feet in length and three point seven five (3.75) feet in width for a total of fifty-two point five (52.5) square feet. Said balconies at West 33rd Street measure six (6) at seven (7) feet in length and three point seven five (3.75) feet in width for a total of one hundred fifty-seven point five (157.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102217 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Beverly Hills Tennis Club.
(Concrete Wall)

[O2012-6116]

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

SECTION 1. Permission and authority are hereby given and granted to Beverly Hills Tennis Club, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) concrete wall on the public right-of-way adjacent to its premises known as 9121 South Hamilton Avenue. Said concrete wall at South Hamilton Avenue measures fifty (50) feet in length and point six seven (.67) foot in width for a total of thirty-three point five (33.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102850 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2012.

Beverly Hills Tennis Club.
(Fences)

[O2012-6118]

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

SECTION 1. Permission and authority are hereby given and granted to Beverly Hills Tennis Club, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) fences on the public right-of-way adjacent to its premises known as 9121 South Hamilton Avenue. Said fences at South Hamilton Avenue measure one (1) at two hundred forty-eight (248) feet in length and point five (.5) foot in width for a total of one hundred twenty-four (124) square feet and one (1) at ten (10) feet in length and one (1) foot in width for a total of ten (10) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102851 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2012.

Big Shoulders Coffee Works.

[O2012-6302]

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

SECTION 1. Permission and authority are hereby given and granted to Big Shoulders Coffee Works, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1105 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue, at eight (8) feet in length, four (4) feet in height and ten point seven five (10.75) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102137 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Blackstone Hotel Developer LLC.

[O2012-5843]

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

SECTION 1. Permission and authority are hereby given and granted to Blackstone Hotel Developer LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) door swings on the public right-of-way adjacent to its premises known as 636 South Michigan Avenue. Said door swing at South Michigan Avenue

measures one (1) at three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. Said door swing at East Balbo Drive measures one (1) at three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102571 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 9, 2012.

Hilliard I. Blank.

[O2012-6102]

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

SECTION 1. Permission and authority are hereby given and granted to Hilliard I. Blank, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2859 North Halsted Street. Said sign structure measures as follows: along North Halsted Street, at seven point six seven (7.67) feet in length, two point five (2.5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102103 herein granted the sum of One Hundred and no/Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Bloomingdales, Inc.

[O2012-5897]

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

SECTION 1. Permission and authority are hereby given and granted to Bloomingdales, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) vaults under the public right-of-way adjacent to its premises known as 600 North Wabash Avenue. Said vault at East Ontario Street measures one (1) at one hundred nineteen (119) feet in length and nineteen point three three (19.33) feet in width for a total of two thousand three hundred point two seven (2,300.27) square feet. Said vault at East Ohio Street measures one (1) at one hundred forty-six (146) feet in length and nine point five eight (9.58) feet in width for a total of one thousand three hundred ninety-eight point six eight (1,398.68) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102521 herein granted the sum of Eleven Thousand Two Hundred Forty-five and no/100 Dollars ($11,245.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) year from and after July 31, 2012.

Blue Agave.

[O2012-5901]

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

SECTION 1. Permission and authority are hereby given and granted to Blue Agave, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1050 North State Street. Said sign structure measures as follows: along North State Street, at five (5) feet in length, five (5) feet in height and ten point one (10.1) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102883 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

Bluemercury.

[O2012-6065]

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

SECTION 1. Permission and authority are hereby given and granted to Bluemercury, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3512 North Southport Avenue. Said sign structure measures as follows: along North Southport Avenue, one (1) at eleven (11) feet in length, two point three three (2.33) feet in height and ten (10) feet above grade level. Said sign structure measures as follows: along North Southport Avenue, one (1) at three (3) feet in length, one point six seven (1.67) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102120 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

BMO Harris Bank.
(558 W. Diversey Pkwy.)

[O2012-6073]

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

SECTION 1. Permission and authority are hereby given and granted to BMO Harris Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2)

signs projecting over the public right-of-way attached to its premises known as 558 West Diversey Parkway. Said sign structures measure as follows: along West Diversey Parkway, one (1) at eighteen point six six (18.66) feet in length, three point five (3.5) feet in height and twelve (12) feet above grade level and one (1) at three point five (3.5) feet in length, three (3) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099377 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

BMO Harris Bank.
(6400 S. Pulaski Rd.)

[O2012-6064]

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

SECTION 1. Permission and authority are hereby given and granted to BMO Harris Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6400 South Pulaski Road. Said sign structure measures as follows: along South Pulaski Road, at ten point two five (10.25) feet in length, seven (7) feet in height and seventeen (17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099383 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

BMO Harris Bank.
(1400 W. 18th St.)

[O2012-6246]

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

SECTION 1. Permission and authority are hereby given and granted to BMO Harris Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 1400 West 18th Street. Said sign structures measure as follows: along South Loomis Street, one (1) at one point eight three (1.83) feet in length, one point two five (1.25) feet in height and twelve (12) feet above grade level and one (1) at sixteen point one six (16.16) feet in length, two point two five (2.25) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along West 18th Street, one (1) at sixteen point one six (16.16) feet in length, two point two five (2.25) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099382 herein granted the sum of Seven Hundred and no/100 Dollars ($700.00) per annum, in advance.

A 25% penalty will be added for payments received after due date

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

BMO Harris Bank.
(901 E. 47th St.)

[O2012-5926]

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

SECTION 1. Permission and authority are hereby given and granted to BMO Harris Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 901 East 47th Street. Said sign structure measures as follows: along East 47th Street, at thirteen point three three (13.33) feet in length, two point five (2.5) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099380 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Boarding House.

[O2012-6497]

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

SECTION 1. Permission and authority are hereby given and granted to Boarding House, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) handicap ramp and stair on the public right-of-way adjacent to its premises known as 720 North Wells Street. Said handicap ramp and stair at North Wells Street measures thirty-one point seven five (31.75) feet in length and four point nine two (4.92) feet in width for a total of one hundred fifty-six point two one (156.21) square feet. Grantee must allow a minimum of at least six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Mayor's Office for People with Disabilities.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100822 herein granted the sum of One Thousand Two Hundred Eleven and no/100 Dollars ($1,211.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Boss Optical.

[O2012-6256]

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

SECTION 1. Permission and authority are hereby given and granted to Boss Optical, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign

projecting over the public right-of-way attached to its premises known as 215 West 23rd Street. Said sign structure measures as follows: along West 23rd Street, at sixteen (16) feet in length, three (3) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097707 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Boutique Andrea Bridal, Inc.

[O2012-6170]

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

SECTION 1. Permission and authority are hereby given and granted to Boutique Andrea Bridal, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3715 West 26th Street. Said sign structure measures as follows: along West 26th Street, at one point five (1.5) feet in length, thirty (30) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097613 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

BP Pipelines (North America), Inc.

[O2012-6057]

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

SECTION 1. Permission and authority are hereby given and granted to BP Pipelines (North America), Inc., upon the terms and subject to the conditions of this ordinance, to maintain, operate and use, as now installed one (1) private pipeline for the transmission of refined petroleum products. The design, construction, testing, operation and maintenance of said pipeline shall fully comply with the provisions of Federal Regulations Title 49 Transportation; the Department of Transportation; Part 195 Transportation of Liquids by Pipeline. Said carrier pipeline shall be constructed of steel and have the following specifications:

A. All roads crossings shall use eight and five-eighths (8⅝) inch outside diameter carrier pipe of specifications and grade API 5 LX 42 having a wall thickness of zero and two hundred nineteen thousandths (0.219) inch millcoated with forty (40) mil x-Tru coat on the outside of pipe.

B. The casing pipe shall be twelve and three fourths (12¾) inch outside diameter specification and grade API 5L Grade B having a wall thickness of zero and two hundred fifty thousandths (0.250) inch. The casing shall have API approved flexible casing seals of neoprene at either ends of the section under City of Chicago street crossings with proper ventilation. The pipe will be bored from bore pits located outside the right-of-way lines and then the carrier pipe will be installed by Cradle and Pull method. There shall be no servicing of the pipeline from the roadway, shoulders or ramps of fully access controlled highways and traffic will not be obstructed.

C. The origin point will maintain constant surveillance of the entire line operation through a Telemeter System in order to be able to shut down all pumping equipment via the

Supervisory Control System. It shall be the dispatch office's responsibility to immediately shut the line down in the event of any malfunction. Line block valves shall be closed to isolate sections of the line in the event of any malfunction. Line block valve shall be closed to isolate sections of the line. Once the source point is identified, personnel with stopple machines shall be dispatched to the site to trepan the line on either side of the leak and create a very narrow zone of blocked line for repair. The company outage continuance plan shall be placed in effect as required by Title 49; for a period of five (5) years from and after August 31, 2002, along the following public streets and highways in the City of Chicago to wit: under and across East 134th Street, from the Indiana State Line to the southwest side thereof across and into the Harbor Belt Railroad property a point approximately ninety-five (95) feet west of the Indiana State Line; thence changing in a southerly direction approximately four hundred ten (410) feet; thence in a westerly direction for a distance of approximately one hundred twelve (112) feet to a point ninety-five (95) feet north of Harbor Light Estate property line; thence westerly for a distance of approximately one thousand fifty (1,050) feet parallel with the south property line of Harbor Light Estate; thence again changing in a southwesterly direction for a distance of approximately one hundred twenty-six (126) feet to a point seventy-one (71) feet north of the north rail of Consolidated Rail Corporation's track; thence again changing in a westerly direction for a distance of approximately nine hundred ninety-three (993) feet parallel with Consolidated Rail Corporation's track and on Island Homes, Inc. property; thence southwesterly for a distance of approximately twenty-five (25) feet and continuing westerly and into Consolidated Rail Corporation's property on a straight line a distance of approximately one thousand six hundred fifty-eight (1,658) feet parallel to Consolidated Rail Corporation's track, under and across South Avenue O and continuing westerly for a distance of approximately three hundred sixty-eight (368) feet to a point fifty-one (51) feet of Commonwealth Edison's east right-of-way line; thence changing in a southerly direction for a distance of approximately one thousand two hundred fifteen (1,215) feet on and parallel with Commonwealth Edison's right-of-way to a point approximately forty-six (46) feet east of the centerline of Commonwealth Edison Tower Number 12; thence continuing in a southerly direction for a distance of approximately two hundred thirty-two (232) feet, under and across South Brainard Avenue and South Avenue O and into the Village Burnham. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102568 herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after August 31, 2012.

Brighter Dental Of Old Town LLC.

[O2012-5977]

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

SECTION 1. Permission and authority are hereby given and granted to Brighter Dental of Old Town LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1254 North Wells Street. Said sign structure measures as follows: along North Wells Street, at sixteen (16) feet in length, two point zero eight (2.08) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099879 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Broadway Playhouse.

[O2012-5905]

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

SECTION 1. Permission and authority are hereby given and granted to Broadway Playhouse, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) marquee projecting over the public right-of-way adjacent to its premises known as 175 East Chestnut Street. Said marquee at East Chestnut Street measures ninety-seven (97) feet in length and sixteen (16) feet in width for a total of one thousand five hundred fifty-two (1,552) square feet. Existing marquee is twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102579 herein granted the sum of One Hundred Twenty-two and no/100 Dollars ($122.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Buddies Food & Liquors, Inc.

[O2012-6033]

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

SECTION 1. Permission and authority are hereby given and granted to Buddies Food & Liquors, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1758 East 79th Street. Said sign structure measures as follows: along East 79th Street, at five point zero eight (5.08) feet in length, three point four one (3.41) feet in height and

twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102663 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

Cafe Descartes.

[O2012-6241]

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Descartes, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6451 North Sheridan Road. Said sign structure measures as follows: along North Sheridan Road, at thirty-one point nine one (31.91) feet in length, two point six six (2.66) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102452 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Calumet Photographic, Inc.

[O2012-6306]

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

SECTION 1. Permission and authority are hereby given and granted to Calumet Photographic, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1111 North Cherry Avenue. Said sign structure measures as follows: along North Cherry Avenue, at sixteen point four one (16.41) feet in length, nine (9) feet in height and twenty-nine point five (29.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097784 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Campus Construction, Inc.
(1148 W. Monroe St.)

[O2012-5838]

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

SECTION 1. Permission and authority are hereby given and granted to Campus Construction, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 1148 West Monroe Street. Said planter at West Monroe Street measures thirty-five (35) feet in length and five (5) feet in width for a total of one hundred seventy-five (175) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097264 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 26, 2009.

Campus Construction, Inc.
(35 S. Racine Ave.)

[O2012-5839]

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

SECTION 1. Permission and authority are hereby given and granted to Campus Construction, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 35 South Racine Avenue. Said planter at West Monroe Street measures twenty (20) feet in length and five (5) feet in width for a total of one hundred (100) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097265 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 26, 2009.

Cermak Appliance.

[O2012-6095]

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

SECTION 1. Permission and authority are hereby given and granted to Cermak Appliance, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1)

sign projecting over the public right-of-way attached to its premises known as 3005 West Cermak Road. Said sign structure measures as follows: along West Cermak Road, at six (6) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102636 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 11, 2012.

Chicago Auto Radiator Service, Inc.

[O2012-6262]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Auto Radiator Service, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3909 West Armitage Avenue. Said sign structure measures as follows: along West Armitage Avenue, at six (6) feet in length, six (6) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102647 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Chicago Coin Co., Inc.

[O2012-6218]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Coin Co., Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6455 West Archer Avenue. Said sign structure measures as follows: along West Archer Avenue, at six point three three (6.33) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102730 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Chicago Michigan LLC.
(Catch Basin)

[O2012-5908]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Michigan LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) catch basin under the public right-of-way adjacent to its premises known as 730 North Michigan Avenue. Said catch basin at North Rush Street measures one (1) foot in length and four (4) feet in width for a total of four (4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102460 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 4, 2012.

Chicago Michigan LLC.
(Grease Separator)

[O2012-5911]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Michigan LLC, upon the terms and subject to the conditions of this ordinance, to maintain and

use, as now constructed, one (1) grease separator under the public right-of-way adjacent to its premises known as 730 North Michigan Avenue. Said grease separator at North Michigan Avenue measures ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development), the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102461 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of June 4, 2012.

China Snack (I.D. Required).

[O2012-6090]

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

SECTION 1. Permission and authority are hereby given and granted to China Snack (I.D. Required), upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3025 West Cermak Road. Said sign structure measures as follows: along West Cermak Road, at four (4) feet in length, six (6) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100120 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 14, 2012.

Citgo Fuel & Mini Mart.

[O2012-6038]

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

SECTION 1. Permission and authority are hereby given and granted to Citgo Fuel & Mini Mart, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 9155 South Stony Island Avenue. Said sign structure measures as follows: along South Stony Island Avenue, at fourteen point five (14.5) feet in length, six (6) feet in height and nine point five (9.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099609 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

City Wide Transmissions, Inc.

[O2012-6066]

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

SECTION 1. Permission and authority are hereby given and granted to City Wide Transmissions, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3631 South Halsted Street. Said sign structure measures as follows: along South Halsted Street, at five (5) feet in length, seven (7) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102809 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

The Clare.

[O2012-5914]

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

SECTION 1. Permission and authority are hereby given and granted to The Clare, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nine (9) trees on the public right-of-way for beautification purposes adjacent to its premises known as 55 East Pearson Street. Said trees at East Pearson Street measure six (6) at one (1) foot in length and one (1) foot in width for a total of six (6) square feet. Said trees at North Wabash Avenue measure three (3) at one (1) foot in length and one (1) foot in width for a total of three (3) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102353 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Claretian Associates, Inc.

[O2012-6058]

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

SECTION 1. Permission and authority are hereby given and granted to Claretian Associates, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) ramp on the public right-of-way adjacent to its premises known as 9100 South Burley Avenue. Said ramp at South Burley Avenue measures

thirty-eight (38) feet in length and five point one six (5.16) feet in width for a total of one hundred ninety-six point zero eight (196.08) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Mayor's Office for People with Disabilities.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097434 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Clark On Western.

[O2012-6087]

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

SECTION 1. Permission and authority are hereby given and granted to Clark on Western, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5035 South Western Boulevard. Said sign structure measures as follows: along South Western Boulevard, at six point o ne seven (6.17) feet in length, twenty-four (24) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown oh print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102358 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Columbia College Chicago.

[O2012-5845]

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

SECTION 1. Permission and authority are hereby given and granted to Columbia College Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) conduit under the public right-of-way adjacent to its premises known as 1306 South Michigan Avenue. Said conduit at East 13th Street measures ninety-nine point five (99.5) feet in length and ten (10) feet in width for a total of nine hundred ninety-five (995) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102477 herein granted the sum of Five Hundred Ninety-seven and no/100 Dollars ($597.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Conrad Chicago.

[O2012-5946]

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

SECTION 1. Permission and authority are hereby given and granted to Conrad Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 521 North Rush Street. Said sign structure measures as follows: along North Rush Street, one (1) at four (4) feet in length, twenty-seven (27) feet in height and twenty-seven point five (27.5) feet above grade level. Said sign structure measures as follows: along East Illinois Street, one (1) at four (4) feet in length, twenty-seven (27) feet in height and nineteen (19) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101958 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Cool Stuff.

[O2012-6075]

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

SECTION 1. Permission and authority are hereby given and granted to Cool Stuff, upon

the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 3733 North Clark Street. Said sign structures measure as follows: along North Clark Street, one (1) at eight (8) feet in length, two (2) feet in height and twelve (12) feet above grade level, one (1) at eighteen (18) feet in length, three (3) feet in height and ten point eight (10.8) feet above grade level and one (1) at four (4) feet in length, three (3) feet in height and fourteen point five (14.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098840 herein granted the sum of Four Hundred Seventy-five and no/100 Dollars ($475.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 15, 2011.

Corepower Yoga LLC.

[O2012-6180]

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

SECTION 1. Permission and authority are hereby given and granted to Corepower Yoga LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2301 West Lawrence Avenue. Said sign structure measures as follows: along West Lawrence Avenue, at twenty-five point one six (25.16) feet in length, two point five (2.5) feet in height and eight point five eight (8.58) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098891 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Cricket.

[O2012-6184]

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

SECTION 1. Permission and authority are hereby given and granted to Cricket, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2409 West Lawrence Avenue. Said sign structure measures as follows: along West Lawrence Avenue, at twelve (12) feet in length, three point three three (3.33) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098634 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

CVS Pharmacy No. 4189.

[O2012-6083]

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

SECTION 1. Permission and authority are hereby given and granted to CVS Pharmacy Number 4189, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 2828 North Clark Street. Said sign structures measure as follows: along North Clark Street, one (1) at twelve point five (12.5) feet in length, one point five (1.5) feet in height and twelve (12) feet above grade level, one (1) at thirteen point two five (13.25) feet in length, one point five (1.5) feet in height and twelve (12) feet above grade level and one (1) at nine point nine two (9.92) feet in length, nine point nine two (9.92) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102081 herein granted the sum of Four Hundred Seventy-five and no/100 Dollars ($475.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

CVS/Pharmacy No. 8980.

[O2012-6295]

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

SECTION 1. Permission and authority are hereby given and granted to CVS/Pharmacy Number 8980, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 6510 North Sheridan Road. Said sign structure measures as follows: along North Sheridan Road, one (1) at three (3) feet in length, two point eight three (2.83) feet in height and nine (9) feet above grade level. Said sign structure measures as follows: along West Authur Avenue, one (1) at three (3) feet in length, two point eight three (2.83) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101251 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Daddy'O Jerk Restaurant.

[O2012-5979]

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

SECTION 1. Permission and authority are hereby given and granted to Daddy'O Jerk Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as

7518 South Cottage Grove Avenue. Said sign structure measures as follows: along South Cottage Grove Avenue, at six (6) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102424 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dana Hotel And Spa.

[O2012-5918]

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

SECTION 1. Permission and authority are hereby given and granted to Dana Hotel and Spa, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 2 West Erie Street. Said planter at West Erie Street measures thirty-one point five (31.5) feet in length and six (6) feet in width for a total of one hundred eighty-nine (189) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102540 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Dana Liquors, Inc.

[O2012-5874]

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

SECTION 1. Permission and authority are hereby given and granted to Dana Liquors, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 124 East Pershing Road. Said light fixtures at East Pershing Road measure two (2) at one point four (1.4) feet in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102874 herein granted the sum of Eighty and no/100 Dollars ($80.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Dan's Bakery & Eatery.

[O2012-6110]

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

SECTION 1. Permission and authority are hereby given and granted to Dan's Bakery & Eatery, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2521 -- 2523 West 79th Street. Said sign structure measures as follows: along West 79th Street, at five point five (5.5) feet in length, three point five (3.5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102775 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Davis Imperial Cleaners, Inc.

[O2012-6300]

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

SECTION 1. Permission and authority are hereby given and granted to Davis Imperial Cleaners, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and

use one (1) sign projecting over the public right-of-way attached to its premises known as 3319 -- 3325 West Bryn Mawr Avenue. Said sign structure measures as follows: along West Bryn Mawr Avenue, at seven point four one (7.41) feet in length, nine point five eight (9.58) feet in height and eleven point five (11.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102637 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Dearborn Street Building LLC.

[O2012-5981]

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

SECTION 1. Permission and authority are hereby given and granted to Dearborn Street Building LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 1244 North Stone Street. Said fire escape at North Stone Street measures thirty-six point three eight (36.38) feet in length and three point seven five (3.75) feet in width for a total of one hundred thirty-six point four three (136.43) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102821 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

De Paul University.

[O2012-5987]

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

SECTION 1. Permission and authority are hereby given and granted to DePaul University, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) conduits under the public right-of-way adjacent to its premises known as 759 West Belden Avenue. Said conduit at West Belden Avenue (6 inch pvc conduit) measures one (1) at one thousand two hundred sixty-nine (1,269) feet in length and one (1) foot in width for a total of one thousand two hundred sixty-nine (1,269) square feet. Said conduit at North Halsted Street (6 inch hdpe conduit) measures one (1) at two hundred ten (210) feet in length and two (2) feet in width for a total of four hundred twenty (420) square feet. Said conduit at public alley east of North Halsted Street (4 inch pvc conduit) measures one (1) at fifty (50) feet in length and two (2) feet in width for a total of one hundred (100) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102236 herein granted the sum of Nine Thousand One Hundred Seventy-four and no/100 Dollars ($9,174.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dolex.

[O2012-6172]

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

SECTION 1. Permission and authority are hereby given and granted to Dolex, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 4000 West 26th Street. Said sign structure measures as follows: along West 26th Street, one (1) at twelve (12) feet in length, three (3) feet in height and eight point eight (8.8) feet above grade level. Said sign structure measures as follows: along West 26th Street, one (1) at eight (8) feet in length, six (6) feet in height and twelve point eight (12.8) feet above grade level. Said sign structure measures as follows: along South Pulaski Road, one (1) at twelve (12) feet in length, three (3) feet in height and eight point eight (8.8) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102731 herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 14, 2012.

Dollar General Store No. 13489.

[O2012-6072]

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

SECTION 1. Permission and authority are hereby given and granted to Dollar General Store Number 13489, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 6225 South Kedzie Avenue. Said sign structures measure as follows: along South Kedzie Avenue, one (1) at twenty-six (26) feet in length, three point seven five (3.75) feet in height and twelve (12) feet above grade level and one (1) at ten (10) feet in length, five (5) feet in height and fourteen point nine two (14.92) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099788 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dollar Tree No. 3359.
(Privilege No. 1101350)

[O2012-6191]

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

SECTION 1. Permission and authority are hereby given and granted to Dollar Tree Number 3359, upon the terms and subject to the conditions of this ordinance, to maintain and

use one (1) sign projecting over the public right-of-way attached to its premises known as 4738 North Western Avenue. Said sign structure measures as follows: along North Western Avenue, at forty-two point nine two (42.92) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101350 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dollar Tree No. 3359.
(Privilege No. 1101352)

[O2012-6194]

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

SECTION 1. Permission and authority are hereby given and granted to Dollar Tree Number 3359, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4738 North Western Avenue. Said sign structure measures as follows: along North Western Avenue, at twelve point five (12.5) feet in length, six point nine (6.9) feet in height and twenty-three (23) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101352 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 9, 2012.

Dragon Court Restaurant.

[O2012-6259]

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

SECTION 1. Permission and authority are hereby given and granted to Dragon Court Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2414 South Wentworth Avenue. Said sign structure measures as follows: along South Wentworth Avenue, at six (6) feet in length, nine (9) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101548 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dreamscape Nails.

[O2012-6071]

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

SECTION 1. Permission and authority are hereby given and granted to Dreamscape Nails, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) building projection projecting over the public right-of-way adjacent to its premises known as 554 West 31st Street. Said building projection at West 31st Street measures twelve point nine (12.9) feet in length and two (2) feet in width for a total of twenty-five point eight (25.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101943 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 11, 2012.

Dublin Bar & Grill.

[O2012-5923]

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

SECTION 1. Permission and authority are hereby given and granted to Dublin Bar & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) windscreen on the public right-of-way adjacent to its premises known as 1050 North State Street. Said windscreen at North State Street measures seven point three (7.3) feet in length and two point two five (2.25) feet in width for a total of sixteen point four three (16.43) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101612 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 9, 2012.

Dunkin Donuts.

[O2012-5895]

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

SECTION 1. Permission and authority are hereby given and granted to Dunkin Donuts, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1244 North Ashland Avenue. Said sign structures measure as follows: along North Ashland Avenue, two (2) at five (5) feet in length, two (2) feet in height and twelve (12) feet above grade level.

The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102382 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Dunkin Donut Baskin Robbins & Togo's.

[O2012-6268]

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

SECTION 1. Permission and authority are hereby given and granted to Dunkin Donut Baskin Robbins & Togo's, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 5959 West Diversey Avenue. Said sign structures measure as follows: along North Austin Avenue, one (1) at five (5) feet in length, eight (8) feet in height and twelve (12) feet above grade level, one (1) at thirteen point five (13.5) feet in length, two point five (2.5) feet in height and twelve (12) feet above grade level, one (1) at five (5) feet in length, eight (8) feet in height and eleven (11) feet above grade level and one (1) at four (4) feet in length, two (2) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100685 herein granted the sum of One Thousand and no/100 Dollars ($1,000.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dunkin Donuts/Baskin Robbins.

[O2012-6357]

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

SECTION 1. Permission and authority are hereby given and granted to Dunkin Donuts/Baskin Robbins, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2337 North Cicero Avenue. Said sign structure measures as follows: along North Cicero Avenue, at eight (8) feet in length, eight (8) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099396 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

East Gate Liquors.

[O2012-6086]

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

SECTION 1. Permission and authority are hereby given and granted to East Gate Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 446 West Diversey Parkway. Said sign structure measures as follows: along West Diversey Parkway, at two (2) feet in length, ten (10) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099201 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

El Encanto Michoacano.

[O2012-6179]

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

SECTION 1. Permission and authority are hereby given and granted to El Encanto Michoacano, upon the terms and subject to the conditions of this ordinance, to maintain and

use one (1) sign projecting over the public right-of-way attached to its premises known as 4228 West 26th Street. Said sign structure measures as follows: along West 26th Street, at eight (8) feet in length, four (4) feet in height and one (1) foot above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1091799 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, to commence one (1) year after passage.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

El Sur Foods.

[O2012-6126]

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

SECTION 1. Permission and authority are hereby given and granted to El Sur Foods, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) step on the public right-of-way adjacent to its premises known as 4500 South Wood Street. Said step at South Wood Street measures ten (10) feet in length and one point five (1.5) feet in width for a total of fifteen (15) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098518 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Espace.

[O2012-5809]

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

SECTION 1. Permission and authority are hereby given and granted to Espace, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1205 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at thirteen (13) feet in length, three (3) feet in height and eleven point eight three (11.83) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102781 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Family Dollar.

[O2012-6293]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4200 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at eleven (11) feet in length, eight (8) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102551 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 14, 2012.

Family Dollar Store No. 6772.

[O2012-5986]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Store Number 6772, upon the terms and subject to the conditions of this ordinance, to

maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 51 East 71st Street. Said sign structure measures as follows: along East 71st Street, one (1) at twenty-five point one four (25.14) feet in length, three point eight three (3.83) feet in height and sixteen (16) feet above grade level. Said sign structure measures as follows: along public alley, one (1) at nineteen point five (19.5) feet in length, three (3) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098325 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Fat Willy's Rib Shack.

[O2012-5812]

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

SECTION 1. Permission and authority are hereby given and granted to Fat Willy's Rib Shack, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) light fixture projecting over the public right-of-way adjacent to its premises known as 2416 West Schubert Avenue. Said light fixture at West Schubert Avenue measures point six (.6) foot in length, point eight (.8) foot in width and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102820 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Salvador Felix.

[O2012-6283]

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

SECTION 1. Permission and authority are hereby given and granted to Salvador Felix, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) facade on the public right-of-way adjacent to its premises known as 5456 West Fullerton Avenue. Said facade at West Fullerton Avenue measures twenty-four point four one (24.41) feet in length and one point zero eight (1.08) feet in width for a total of twenty-six point three six (26.36) square feet. Existing building encroaches the public way one (1) foot, one (1) inch and have a height of twenty-five (25) feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102308 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Filonek's.

[O2012-6493]

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

SECTION 1. Permission and authority are hereby given and granted to Filonek's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6213 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at eight point two (8.2) feet in length, three point two (3.2) feet in height and thirteen point five (13.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102683 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 26, 2011.

Fireplace Inn.

[O2012-6301]

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

SECTION 1. Permission and authority are hereby given and granted to Fireplace Inn, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) door swing on the public right-of-way adjacent to its premises known as 1448 North Wells Street. Said door swing at North Wells Street measures three point five (3.5) feet in length and three point five (3.5) feet in width for a total of twelve point two five (12.25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102518 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Five Guys Burger & Fries.

[O2012-5907]

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

SECTION 1. Permission and authority are hereby given and granted to Five Guys Burger & Fries, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1146 South Wabash Avenue. Said sign structure measures as follows: along South Wabash Avenue, at fifteen (15) feet in length, two (2) feet in height and sixteen point zero eight (16.08) feet above grade level. The location of said privilege shall be as shown on

print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101409 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Fogon.

[O2012-6303]

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

SECTION 1. Permission and authority are hereby given and granted to Fogon, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1235 West Grand Avenue. Said sign structure measures as follows: along North Ogden Avenue, at four (4) feet in length, eight (8) feet in height and seventeen (17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101265 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 15, 2011.

Forever Yogurt Andersonville LLC.

[O2012-6236]

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

SECTION 1. Permission and authority are hereby given and granted to Forever Yogurt Andersonville LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 5309 North Clark Street. Said sign structures measure as follows: along North Clark Street, one (1) at fourteen (14) feet in length, one point five (1.5) feet in height and twelve (12) feet above grade level and one (1) at three (3) feet in length, three (3) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101398 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Fragrance Island, Inc.

[O2012-5990]

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

SECTION 1. Permission and authority are hereby given and granted to Fragrance Island, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 641 East 79th Street. Said sign structure measures as follows: along East 79th Street, at eighteen (18) feet in length, two point five (2.5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102822 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Francis W. Parker School.
(Landscapings)

[O2012-5993]

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

SECTION 1. Permission and authority are hereby given and granted to Francis W. Parker School, upon the terms and subject to the conditions of this ordinance, to construct,

install, maintain and use nine (9) landscapings on the public right-of-way for beautification purposes adjacent to its premises known as 330 West Webster Avenue. Said landscapings at West Webster Avenue measure one (1) at nine point one six (9.16) feet in length and seventeen (17) feet in width for a total of one hundred fifty-five point seven two (155.72) square feet, one (1) at nine point five (9.5) feet in length and thirty-three point three three (33.33) feet in width for a total of three hundred sixteen point six four (316.64) square feet, one (1) at nine point two five (9.25) feet in length and seventy-four point one six (74.16) feet in width for a total of six hundred eighty-five point nine eight (685.98) square feet, one (1) at ten point five (10.5) feet in length and ninety-one point eight three (91.83) feet in width for a total of nine hundred sixty-four point two two (964.22) square feet and one (1) at ten point five eight (10.58) feet in length and sixty-nine (69) feet in width for a total of seven hundred thirty point zero two (730.02) square feet. Said landscapings at North Lincoln Park West measure one (1) at eleven point zero eight (11.08) feet in length and eighty-five (85) feet in width for a total of nine hundred forty-one point eight (941.8) square feet, one (1) at eleven point one six (11.16) feet in length and eighty-five (85) feet in width for a total of nine hundred forty-eight point six (948.6) square feet, one (1) at eleven (11) feet in length and seventy-six point three three (76.33) feet in width for a total of eight hundred thirty-nine point six three (839.63) square feet and one (1) at nine point nine two (9.92) feet in length and thirteen point five eight (13.58) feet in width for a total of one hundred thirty-four point seven one (134.71) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102530 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Francis W. Parker School.
(Ornamental Fences)

[O2012-5995]

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

SECTION 1. Permission and authority are hereby given and granted to Francis W. Parker School, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use nine (9) ornamental fences on the public right-of-way for beautification purposes adjacent to its premises known as 330 West Webster Avenue. Said fences at West Webster Avenue measure one (1) at fifty-two point three three (52.33) feet in length and point one six (.16) foot in width for a total of eight point three seven (8.37) square feet, one (1) at eighty-five point six six (85.66) feet in length and point one six (.16) foot in width for a total of thirteen point seven one (13.71) square feet, one (1) at one hundred sixty-six point eight three (166.83) feet in length and point one six (.16) foot in width for a total of twenty-six point six nine (26.69) square feet, one (1) at two hundred four point six six (204.66) feet in length and point one six (.16) foot in width for a total of thirty-two point seven five (32.75) square feet and one (1) at one hundred fifty-eight point one six (158.16) feet in length and point one six (.16) foot in width for a total of twenty-five point three one (25.31) square feet. Said ornamental fencing along West Webster Avenue shall be two (2) feet in height. Said fences at North Lincoln Park West measure one (1) at one hundred ninety-two point one six (192.16) feet in length and point one six (.16) foot in width for a total of thirty point seven five (30.75) square feet, one (1) at one hundred ninety-two point three three (192.33) feet in length and point one six (.16) foot in width for a total of thirty point seven seven (30.77) square feet, one (1) at one hundred seventy-four point six six (174.66) feet in length and point one six (.16) foot in width for a total of twenty-seven point nine five (27.95) square feet and one (1) at forty-seven (47) feet in length and point one six (.16) foot in width for a total of seven point five two (7.52) square feet. Said ornamental fencing along North Lincoln Park West shall be two (2) feet in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101672 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Franks Food Grocery.

[O2012-6318]

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

SECTION 1. Permission and authority are hereby given and granted to Franks Food Grocery, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5050 West Madison Street. Said sign structure measures as follows: along West Madison Street, at sixty (60) feet in length, four (4) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102564 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Fuga LLC.

[O2012-6089]

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

SECTION 1. Permission and authority are hereby given and granted to Fuga LLC, upon

the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 3853 North Southport Avenue. Said planters at North Southport Avenue measure two (2) at two (2) feet in length and two (2) feet in width for a total of eight (8) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102125 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

G&R Investments.

[O2012-6007]

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

SECTION 1. Permission and authority are hereby given and granted to G&R Investments, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 558 East 79th Street. Said sign structure measures as follows: along East 79th Street, at twenty (20) feet in length, twenty-five (25) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102689 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

G-Star.

[O2012-5814]

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

SECTION 1. Permission and authority are hereby given and granted to G-Star, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1525 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at sixteen (16) feet in length, one point three three (1.33) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102533 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Heather And Brendan Gately.
(Fence)

[O2012-5884]

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

SECTION 1. Permission and authority are hereby given and granted to Heather and Brendan Gately, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 1736 West Potomac Avenue. Said fence at West Potomac Avenue measures twenty-seven (27) feet in length and point three three (.33) foot in width for a total of eight point nine one (8.91) square feet. Existing fence is three (3) feet, five (5) inches in height and is used for security purposes along West Potomac Avenue. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102561 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Heather And Brendan Gately.
(Retaining Wall)

[O2012-5889]

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

SECTION 1. Permission and authority are hereby given and granted to Heather and Brendan Gately, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a retaining wall on the public right-of-way adjacent to its premises known as 1736 West Potomac Avenue. Said retaining wall at West Potomac Avenue measures nineteen (19) feet in length and point five (.5) foot in width for a total of nine point five (9.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102562 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Heather And Brendan Gately.
(Steps)

[O2012-5817]

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

SECTION 1. Permission and authority are hereby given and granted to Heather and Brendan Gately, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) steps on the public right-of-way adjacent to its premises

known as 1736 West Potomac Avenue. Said steps at West Potomac Avenue measure two (2) at four (4) feet in length and two (2) feet in width for a total of sixteen (16) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102560 herein granted the sum of Eight Hundred and no/Dollars ($800.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Gateway Auto Service.

[O2012-6304]

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

SECTION 1. Permission and authority are hereby given and granted to Gateway Auto Service, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 160 North Elizabeth Street. Said sign structure measures as follows: along North Elizabeth Street at five point eight three (5.83) feet in length, four (4) feet in height and twelve point five eight (12.58) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102463 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 9, 2012.

Gelato Greco.

[O2012-6321]

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

SECTION 1. Permission and authority are hereby given and granted to Gelato Greco, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1058 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue at twelve (12) feet in length, two point three three (2.33) feet in height and eight point eight three (8.83) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101576 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Gerber Auto Rebuilders, Inc.

[O2012-6273]

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

SECTION 1. Permission and authority are hereby given and granted to Gerber Auto Rebuilders, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 4545 North Elston Avenue. Said light fixtures at North Elston Avenue measure two (2) at point eight three (.83) foot in length, point eight three (.83) foot in width and eight (8) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102537 herein granted the sum of Eighty and no/100 Dollars ($80.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Glamour Closet.

[O2012-5934]

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

SECTION 1. Permission and authority are hereby given and granted to Glamour Closet,

upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 444 North Wells Street. Said sign structure measures as follows: along North Wells Street, at eleven point two five (11.25) feet in length, two point one six (2.16) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100071 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The Grafton Pub & Grill.

[O2012-6198]

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

SECTION 1. Permission and authority are hereby given and granted to The Grafton Pub & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) light fixtures projecting over the public right-of-way adjacent to its premises known as 4530 North Lincoln Avenue. Said light fixtures at North Lincoln Avenue measure five (5) at one (1) foot in length, two (2) feet in width and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102721 herein granted the sum of Ninety-five and no/100 Dollars ($95.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Grand Avenue Shrimp House.

[O2012-6233]

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

SECTION 1. Permission and authority are hereby given and granted to Grand Avenue Shrimp House, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5358 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at seven point five eight (7.58) feet in length, seven point one seven (7.17) feet in height and ten point five (10.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102525 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Guthries Tavern.

[O2012-6093]

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

SECTION 1. Permission and authority are hereby given and granted to Guthries Tavern, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 1300 West Addison Street. Said light fixtures at West Addison Street measure four (4) at one point four (1.4) feet in length, two (2) feet in width and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102625 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Halsted Eye Boutique.

[O2012-6098]

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

SECTION 1. Permission and authority are hereby given and granted to Halsted Eye Boutique, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2852 North Halsted Street. Said sign structures measure as follows: along North Halsted Street, one (1) at six point one seven (6.17) feet in length, three (3) feet in height and twelve point eight three (12.83) feet above grade level and one (1) at twenty-three (23) feet in length, four point one seven (4.17) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102451 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Nicole Harper.
(Chimneys)

[O2012-6232]

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

SECTION 1. Permission and authority are hereby given and granted to Nicole Harper, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) chimneys projecting over the public right-of-way adjacent to its premises

known as 4125 West Harrison Street. Said chimneys at South Kedvale Avenue measure two (2) at three point five (3.5) feet in length and point nine two (.92) foot in width for a total of six point four four (6.44) square feet. Existing chimneys are thirty-three (33) feet in height and five (5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102182 herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Nicole Harper.
(Facade)

[O2012-6242]

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

SECTION 1. Permission and authority are hereby given and granted to Nicole Harper, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, facade on the public right-of-way adjacent to its premises known as 4125 West Harrison Street. Said facade at South Kedvale Avenue measures forty-eight point five (48.5) feet in length and point three three (.33) foot in width for a total of sixteen point zero one (16.01) square feet. Existing facade has a height of approximately thirty-one (31) feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102183 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Harper Theatre.

[O2012-5932]

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

SECTION 1. Permission and authority are hereby given and granted to Harper Theatre, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) marquee projecting over the public right-of-way adjacent to its premises known as 5238 South Harper Avenue. Said marquee at South Harper Avenue measures thirty-eight point five (38.5) feet in length and ten point three three (10.33) feet in width for a total of three hundred ninety-seven point seven one (397.71) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098331 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hash House A Go Go.

[O2012-5955]

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

SECTION 1. Permission and authority are hereby given and granted to Hash House a Go Go, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1212 North State Parkway. Said sign structure measures as follows: along North State Parkway, at three (3) feet in length, six point five eight (6.58) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102260 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The Heritage At Millennium Park Condominium Association.
(Planters)

[O2012-5966]

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

SECTION 1. Permission and authority are hereby given and granted to The Heritage at Millennium Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 130 North Garland Court. Said planter at North Garland Court measures one (1) at thirty-five (35) feet in length and five (5) feet in width for a total of one hundred seventy-five (175) square feet. Said planter at North Garland Court measures one (1) at fifteen (15) feet in length and five (5) feet in width for a total of seventy-five (75) square feet. Said planter at North Garland Court measures one (1) at nineteen (19) feet in length and five (5) feet in width for a total of ninety-five (95) square feet. Said planter at North Garland Court measures one (1) at forty-three point five eight (43.58) feet in length and six point seven five (6.75) feet in width for a total of two hundred ninety-four point one seven (294.17) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098007 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 25, 2011.

The Heritage At Millennium Park Condominium Association.
(Vault)

[O2012-5962]

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

SECTION 1. Permission and authority are hereby given and granted to The Heritage at Millennium Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) vault under the public right-of-way adjacent to its premises known as 130 North Garland Court. Said vault at East Randolph Street measures twenty-six point five eight (26.58) feet in length and seven point five eight (7.58) feet in width for a total of two hundred one point four eight (201.48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098008 herein granted the sum of Six Hundred Twelve and no/100 Dollars ($612.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 25, 2011.

Homegoods No. 510.

[O2012-5968]

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

SECTION 1. Permission and authority are hereby given and granted to Homegoods Number 510, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as

600 North Michigan Avenue. Said sign structures measure as follows: along North Michigan Avenue, one (1) at twenty-nine point eight three (29.83) feet in length, four point five (4.5) feet in height and fifty-six (56) feet above grade level, one (1) at eleven point five eight (11.58) feet in length, one point seven five (1.75) feet in height and seven point five (7.5) feet above grade level and one (1) at twenty-three point one six (23.16) feet in length, three point five (3.5) feet in height and forty-two (42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1096825 here granted the sum of Seven Hundred and no/100 Dollars ($700.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hotel Burnham/Atwood Cafe.
(Bay Windows)

[O2012-5974]

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

SECTION 1. Permission and authority are hereby given and granted to Hotel Burnham/ Atwood Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) bay windows projecting over the public right-of-way adjacent to its premises known as 1 West Washington Street. Said bay windows at West Washington Street measure two (2) at twenty-three point five (23.5) feet in length and three (3) feet in width for a total of one hundred forty-one (141) square feet. Said bay window at North State Street measures one (1) at twenty-five point eight three (25.83) feet in length and three (3) feet in width for a total of seventy-seven point four nine (77.49) square feet.

The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102253 herein granted the sum of Two Hundred Twenty-five and no/100 Dollars ($225.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hotel Burnham/Atwood Cafe.
(Planters)

[O2012-5976]

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

SECTION 1. Permission and authority are hereby given and granted to Hotel Burnham/ Atwood Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eleven (11) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1 West Washington Street. Said planters at West Washington Street measures six (6) at one point seven five (1.75) feet in length and one point seven five (1.75) feet in width for a total of eighteen point three eight (18.38) square feet. Said planters at North State Street measure five (5) at one point seven five (1.75) feet in length and one point seven five (1.75) feet in width for a total of fifteen point three one (15.31) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102255 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hotel Burnham/Atwood Cafe.
(Vaults)

[O2012-5971]

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

SECTION 1. Permission and authority are hereby given and granted to Hotel Burnham/ Atwood Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) vaults under the public right-of-way adjacent to its premises known as 1 West Washington Street. Said vault at North State Street measures one (1) at sixty-eight (68) feet in length and twenty-four (24) feet in width for a total of one thousand six hundred thirty-two (1,632) square feet. Said vault at West Washington Street measures one (1) at eighty-three (83) feet in length and fifteen (15) feet in width for a total of one thousand two hundred forty-five (1,245) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102337 herein granted the sum of Eight Thousand Seven Hundred Forty-six and no/100 Dollars ($8,746.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hotel Lincoln Park Owner LLC.

[O2012-5999]

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

SECTION 1. Permission and authority are hereby given and granted to Hotel Lincoln Park Owner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1816 North Clark Street. Said sign structure measures as follows: along North Clark Street, at fifteen point four five (15.45) feet in length, thirty-one point five five (31.55) feet in height and sixty (60) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099440 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Ina's.

[O2012-6307]

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

SECTION 1. Permission and authority are hereby given and granted to Ina's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1235 West Randolph Street. Said sign structure measures as follows: along West Randolph Street, at nine point three three (9.33) feet in length, ten point two five (10.25) feet in height and nine point three three (9.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102417 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Insurance Pro Agencies, Inc.

[O2012-6123]

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

SECTION 1. Permission and authority are hereby given and granted to Insurance Pro Agencies, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3135 West 111th Street. Said sign structure measures as follows: along West 111th Street, at twelve point zero eight (12.08) feet in length, three (3) feet in height and seven point

five (7.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099017 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Intercontinental Hotel Chicago.

[O2012-5983]

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

SECTION 1. Permission and authority are hereby given and granted to Intercontinental Hotel Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use fifteen (15) planters projecting over the public right-of-way for beautification purposes adjacent to its premises known as 505 North Michigan Avenue. Said planters at North Michigan Avenue measure seven (7) at sixteen point six seven (16.67) feet in length and point seven five (.75) foot in width for a total of eighty-seven point five two (87.52) square feet and two (2) at six (6) feet in length and point seven five (.75) foot in width for a total of nine (9) square feet. Said planters at East Illinois Street measure three (3) at six (6) feet in length and point seven five (.75) foot in width for a total of thirteen point five (13.5) square feet and three (3) at sixteen point six seven (16.67) feet in length and point seven five (.75) foot in width for a total of thirty-seven point five one (37.51) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be

constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102106 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Island Furs.

[O2012-6121]

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

SECTION 1. Permission and authority are hereby given and granted to Island Furs, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1827 West 103rd Street. Said sign structure measures as follows: along West 103rd Street, at six (6) feet in length, four (4) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098750 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 15, 2011.

J&J Speaker Repair.

[O2012-6216]

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

SECTION 1. Permission and authority are hereby given and granted to J&J Speaker Repair, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7006 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, at five (5) feet in length, eight (8) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102626 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Jake's Auto Body, Inc.

[O2012-6271]

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

SECTION 1. Permission and authority are hereby given and granted to Jake's Auto Body, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 3425 North Pulaski Road. Said light fixtures at North Pulaski Road measure two (2) at point four (.4) foot in length, point four (.4) foot in width and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102565 herein granted the sum of Eighty and no/100 Dollars ($80.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

JBC/155 Development.
(Caissons)

[O2012-5988]

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

SECTION 1. Permission and authority are hereby given and granted to JBC/155 Development, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) caissons under the public right-of-way adjacent to its premises known as 155 North Wacker Drive. Said caissons at West Randolph Street measure two (2) at four point two (4.2) feet in length and eight (8) feet in width for a total of

sixty-seven point two (67.2) square feet. Said caissons at West Randolph Street measure four (4) at two point two (2.2) feet in length and six (6) feet in width for a total of fifty-two point eight (52.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102319 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

JBC/155 Development.
(Sheetings)

[O2012-5984]

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

SECTION 1. Permission and authority are hereby given and granted to JBC/155 Development, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) sheetings under the public right-of-way adjacent to its premises known as 155 North Wacker Drive. Said sheeting at West Randolph Street measures one (1) at two hundred twenty (220) feet in length and point six six (.66) foot in width for a total of one hundred forty-five point two (145.2) square feet. Said sheeting at West Couch Place measures one (1) at two hundred twenty (220) feet in length and point five eight (.58) foot in width for a total of one hundred twenty-seven point six (127.6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102853 herein granted the sum of Five Hundred Thirty-eight and no/100 Dollars ($538.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Julius Meinl.

[O2012-6199]

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

SECTION 1. Permission and authority are hereby given and granted to Julius Meinl, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 4115 North Ravenswood Avenue. Said banner at North Ravenswood Avenue measures two point three three (2.33) feet in length and four (4) feet in width for a total of nine point three two (9.32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100682 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Kirkwood Bar & Grill.

[O2012-6108]

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

SECTION 1. Permission and authority are hereby given and granted to Kirkwood Bar & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) windscreen on the public right-of-way adjacent to its premises known as 2934 -- 2936 North Sheffield Avenue. Said windscreen at North Sheffield Avenue measures eight point eight (8.8) feet in length and four (4) feet in width for a total of thirty-five point two (35.2) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102384 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 11, 2012.

Fred Franz Korndorf.
(Fences)

[O2012-5933]

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

SECTION 1. Permission and authority are hereby given and granted to Fred Franz Korndorf, upon the terms and subject to the conditions of this ordinance, to maintain and use,

as now constructed, two (2) fences on the public right-of-way adjacent to its premises known as 1540 North Dearborn Parkway. Said fences at North Dearborn Parkway measure one (1) at fifty-seven point one six (57.16) feet in length and one (1) foot in width for a total of fifty-seven point one six (57.16) square feet and one (1) at thirty point three three (30.33) feet in length and one (1) foot in width for a total of thirty point three three (30.33) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102539 herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Fred Franz Korndorf.
(Planters)

[O2012-5930]

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

SECTION 1. Permission and authority are hereby given and granted to Fred Franz Korndorf, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1540 North Dearborn Parkway. Said planters at North Dearborn Parkway measure one (1) at seventeen point three three (17.33) feet in length and eleven point four one (11.41) feet in width for a total of one hundred ninety-seven point seven four (197.74) square feet and one (1) at three point nine two (3.92) feet in length and eleven point four one (11.41) feet in width for a total of forty-four point seven three (44.73) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation.

The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102538 herein granted the sum of Zero Hundred and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Kurowski Sausage Shop & Rich's Bakery.

[O2012-6225]

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

SECTION 1. Permission and authority are hereby given and granted to Kurowski Sausage Shop & Rich's Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2976 -- 2978 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at nine point nine two (9.92) feet in length, four (4) feet in height and fifteen point four two (15.42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099378 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Lake Park Associates, Inc.

[O2012-5937]

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

SECTION 1. Permission and authority are hereby given and granted to Lake Park Associates, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5226 South Harper Avenue. Said sign structure measures as follows: along South Harper Avenue, at three point three three (3.33) feet in length, two point nine two (2.92) feet in height and eleven point six seven (11.67) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101897 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Lake Street Landscape Supply LLC.

[O2012-6317]

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

SECTION 1. Permission and authority are hereby given and granted to Lake Street Landscape Supply LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seven (7) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1810 West Lake Street. Said planters at West Lake Street measure seven (7) at six (6) feet in length and two (2) feet in width for a total of eighty-four (84) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102619 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Laramie Diversey C.X., Inc.

[O2012-6360]

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

SECTION 1. Permission and authority are hereby given and granted to Laramie Diversey C.X., Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use

two (2) signs projecting over the public right-of-way attached to its premises known as 5200 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, one (1) at eight (8) feet in length, five (5) feet in height and ten (10) feet above grade level. Said sign structure measures as follows: along North Laramie Avenue, one (1) at eight (8) feet in length, five (5) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102686 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Las Esperanzas.

[O2012-6129]

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

SECTION 1. Permission and authority are hereby given and granted to Las Esperanzas, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1758 West 47th Street. Said sign structure measures as follows: along West 47th Street, at eight (8) feet in length, four (4) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102849 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

LaSalle Bank Trust No. A7701099274.
(Light Fixtures)

[O2012-5997]

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle Bank Trust Number A7701099274, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 1260 North Dearborn Street. Said light fixtures at North Dearborn Street measure two (2) at three (3) feet in length, one (1) foot in width and six point five eight (6.58) feet above grade level and two (2) at two point five (2.5) feet in length, one (1) foot in width and five point five eight (5.58) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102361 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

LaSalle Bank Trust No. A7701099274.
(Planters)

[O2012-6000]

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle Bank Trust Number A7701099274, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1260 North Dearborn Street. Said planters at North Dearborn Street measure two (2) at one point eight three (1.83) feet in length and one point nine two (1.92) feet in width for a total of seven point zero three (7.03) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102362 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Lee's Garden Chinese Food.

[O2012-6275]

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

SECTION 1. Permission and authority are hereby given and granted to Lee's Garden Chinese Food, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4240 West North Avenue. Said sign structure measures as follows: along West North Avenue, at six (6) feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102258 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Life Storage Centers Of River North LLC.

[O2012-6002]

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

SECTION 1. Permission and authority are hereby given and granted to Life Storage Centers of River North LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 325 West Ohio Street. Said sign structures measure as follows: along West Ohio Street, one (1) at five point one seven (5.17) feet in length, eight point seven five (8.75) feet in height and twenty-five point five (25.5) feet above grade level and one (1)

at five point one seven (5.17) feet in length, five (5) feet in height and twenty-one point five (21.5) feet above grade level. Said sign structures measure as follows: along North Orleans Street, one (1) at five point one seven (5.17) feet in length, eight point seven five (8.75) feet in height and twenty-five point two five (25.25) feet above grade level and one (1) at thirty-nine point four two (39.42) feet in length, thirteen (13) feet in height and ninety-nine (99) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099148 herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Lincoln Avenue Maid-Rite Diner.

[O2012-6004]

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Avenue Maid-Rite Diner, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2429 North Lincoln Avenue. Said sign structure measures as follows: along North Lincoln Avenue, at four point five (4.5) feet in length, five point five eight (5.58) feet in height and twelve point four two (12.42) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102323 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Lincoln Park Presbyterian Church.

[O2012-6006]

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Park Presbyterian Church, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) stairway on the public right-of-way adjacent to its premises known as 600 West Fullerton Parkway. Said stairway at North Geneva Terrace measures eight (8) feet in length and two point four (2.4) feet in width for a total of nineteen point two (19.2) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102352 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

The Little Gym Of Chicago.

[O2012-6310]

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

SECTION 1. Permission and authority are hereby given and granted to The Little Gym of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3216 North Lincoln Avenue. Said sign structure measures as follows: along North Lincoln Avenue, at twenty-eight point eight three (28.83) feet in length, four point five (4.5) feet in height and eighteen point one seven (18.17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102672 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Little Village Truck Service, Inc.

[O2012-6185]

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

SECTION 1. Permission and authority are hereby given and granted to Little Village Truck Service, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, occupation of space on the public right-of-way adjacent to its premises known as 3201 South Kostner Avenue. Said occupation of space at South Kostner Avenue measures two hundred ninety-nine point zero nine (299.09) feet in length and sixteen (16) feet in width for a total of four thousand seven hundred eighty-five point four four (4,785.44) square feet. Occupation of space will be used as an exit for customers along north/south public alley. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development), and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102332 herein granted the sum of Nine Hundred Eighty-nine and no/100 Dollars ($989.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Logan Square Animal Hospital.

[O2012-6230]

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

SECTION 1. Permission and authority are hereby given and granted to Logan Square Animal Hospital, upon the terms and subject to the conditions of this ordinance, to maintain

and use one (1) sign projecting over the public right-of-way attached to its premises known as 2543 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at five (5) feet in length, four (4) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102773 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Lotus Cafe & Banh Mi Sandwiches.

[O2012-6263]

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

SECTION 1. Permission and authority are hereby given and granted to Lotus Cafe & Banh Mi Sandwiches, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 719 West Maxwell Street. Said sign structure measures as follows: along West Maxwell Street, at twelve (12) feet in length, two point five (2.5) feet in height and twenty (20) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102511 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Loyola University Chicago.

[O2012-6243]

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 6550 North Sheridan Road. Said planter at North Sheridan Road measures thirty-five (35) feet in length and eight (8) feet in width for a total of two hundred eighty (280) square feet. Said planter shall be two (2) feet in height. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102542 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

LQ Acquisition Properties LLC.

[O2012-5846]

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

SECTION 1. Permission and authority are hereby given and granted to LQ Acquisition Properties LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 1 South Franklin Street. Said planter at South Franklin Street measures twenty-five (25) feet in length and five (5) feet in width for a total of one hundred twenty-five (125) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102387 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Macerich Management.

[O2012-6022]

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

SECTION 1. Permission and authority are hereby given and granted to Macerich Management, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 521 North Rush Street, Apartment/Suite 2800. Said sign structures measure as follows: along North Rush Street, two (2) at fourteen point five (14.5) feet in length, two point five (2.5) feet in height and fifteen point two five (15.25) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102784 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Macku.

[O2012-6313]

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

SECTION 1. Permission and authority are hereby given and granted to Macku, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2239 North Clybourn Avenue. Said sign structure measures as follows: along North Clybourn Avenue, at five point four one (5.41) feet in length, four (4) feet in height and thirteen point seven

five (13.75) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102782 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

John E. Maloney.

[O2012-6312]

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

SECTION 1. Permission and authority are hereby given and granted to John E Maloney, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) light fixture projecting over the public right-of-way adjacent to its premises known as 1359 West Devon Avenue. Said light fixture at West Devon Avenue measures one (1) foot in length, one (1) foot in width and seven (7) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102744 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Marquette Auto Glass, Inc.

[O2012-6097]

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

SECTION 1. Permission and authority are hereby given and granted to Marquette Auto Glass, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6715 South Ashland Avenue. Said sign structure measures as follows: along South Ashland Avenue, at eight (8) feet in length, four (4) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102779 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Mayra's Hair Salon.

[O2012-6316]

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

SECTION 1. Permission and authority are hereby given and granted to Mayra's Hair Salon, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2007 West Augusta Boulevard. Said sign structure measures as follows: along West Augusta Boulevard, at six (6) feet in length, four (4) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1095523 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

McDonalds.

[O2012-6490]

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

SECTION 1. Permission and authority are hereby given and granted to McDonalds, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) fences on the public right-of-way adjacent to its premises known as 4320 North Cicero Avenue. Said fences at North Cicero Avenue measure one (1) at seventy-eight (78) feet in length and point five (.5) foot in width for a total of thirty-nine (39) square feet, one (1) at four (4) feet in length and point five (.5) foot in width for a total of two (2) square feet and

one (1) at seventy-two (72) feet in length and point five (.5) foot in width for a total of thirty-six (36) square feet. Said fence at West Pensacola Avenue measures one (1) at ninety-four (94) feet in length and point seven five (.75) foot in width for a total of seventy point five (70.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102378 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

McDonald's Corporation.

[O2012-6012]

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 371 East 79th Street. Said planters at South Dr. Martin Luther King, Jr. Drive measure one (1) at ninety-seven (97) feet in length and thirty (30) feet in width for a total of two thousand nine hundred ten (2,910) square feet and one (1) at sixty-five (65) feet in length and twenty-three (23) feet in width for a total of one thousand four hundred ninety-five (1,495) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101475 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 27, 2012.

McDonald's Restaurants.

[O2012-6037]

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's Restaurants, upon the terms and subject to the conditions of this ordinance, to maintain and use five (5) signs projecting over the public right-of-way attached to its premises known as 144 South Wabash Avenue. Said sign structures measure as follows: along South Wabash Avenue, one (1) at four (4) feet in length, three point four one (3.41) feet in height and eleven (11) feet above grade level and one (1) at two (2) feet in length, two (2) feet in height and eleven point four one (11.41) feet above grade level. Said sign structures measure as follows: along West Adams Street, one (1) at four (4) feet in length, three point four one (3.41) feet in height and eleven (11) feet above grade level, one (1) at two (2) feet in length, two (2) feet in height and eleven point two five (11.25) feet above grade level and one (1) at eight point seven five (8.75) feet in length, one point zero eight (1.08) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102038 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

McDonald's Store No. 4061.

[O2012-6041]

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's Store Number 4061, upon the terms and subject to the conditions of this ordinance, to maintain and use six (6) signs projecting over the public right-of-way attached to its premises known as 186 West Adams Street. Said sign structures measure as follows: along South Wells Street, one (1) at four (4) feet in length, three point four one (3.41) feet in height and ten point five (10.5) feet above grade level, one (1) at two (2) feet in length, two (2) feet in height and eleven point three three (11.33) feet above grade level and one (1) at eight point seven five (8.75) feet in length, one point zero eight (1.08) feet in height and nine (9) feet above grade level. Said sign structures measure as follows: along West Adams Street, one (1) at four (4) feet in length, three point four one (3.41) feet in height and eleven point one six (11.16) feet above grade level, one (1) at two (2) feet in length, two (2) feet in height and eleven point four one (11.41) feet above grade level and one (1) at eight point seven five (8.75) feet in length, one point zero eight (1.08) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102039 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Meiszner Funeral Home.

[O2012-6245]

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

SECTION 1. Permission and authority are hereby given and granted to Meiszner Funeral Home, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5624 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at six (6) feet in length, four (4) feet in height and ten point four one (10.41) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102416 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Mentor Building Condominium Association/Wolin-Levin, Inc.

[O2012-6059]

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

SECTION 1. Permission and authority are hereby given and granted to Mentor Building Condominium Association/Wolin-Levin, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eleven (11) balconies projecting over the public right-of-way adjacent to its premises known as 2 East Monroe Street. Said balconies at East Monroe Street measure ten (10) at eight (8) feet in length and five (5) feet in width for a total of four hundred (400) square feet. Said balcony at East Monroe Street measures one (1) at nine (9) feet in length and five (5) feet in width for a total of forty-five (45) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1094304 herein granted the sum of Eight Hundred Twenty-five and no/100 Dollars ($825.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 17, 2009.

Metropolitan Family Services.

[O2012-6061]

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

SECTION 1. Permission and authority are hereby given and granted to Metropolitan Family Services, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nine (9) planters on the public right-of-way for beautification purposes adjacent to its premises known as 3062 East 91st Street. Said planters at East 91st Street measure one (1) at fifteen point five (15.5) feet in length and seven (7) feet in width for a total

of one hundred eight point five (108.5) square feet, one (1) at thirteen point six (13.6) feet in length and seven (7) feet in width for a total of ninety-five point two (95.2) square feet, one (1) at thirty-six point two (36.2) feet in length and seven (7) feet in width for a total of two hundred fifty-three point four (253.4) square feet and one (1) at thirty-eight point five (38.5) feet in length and seven (7) feet in width for a total of two hundred sixty-nine point five (269.5) square feet. Said planters at South Baltimore Avenue measure one (1) at seventeen point five (17.5) feet in length and six point five (6.5) feet in width for a total of one hundred thirteen point seven five (113.75) square feet, one (1) at twenty-two point four (22.4) feet in length and six point five (6.5) feet in width for a total of one hundred forty-five point six (145.6) square feet, one (1) at fifty-two point seven (52.7) feet in length and six point five (6.5) feet in width for a total of three hundred forty-two point five five (342.55) square feet, one (1) at thirty-three point six (33.6) feet in length and six point five (6.5) feet in width for a total of two hundred eighteen point four (218.4) square feet and one (1) at six point five (6.5) feet in length and six point five (6.5) feet in width for a total of forty-two point two five (42.25) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102335 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 10, 2012.

Metropolitan Pier & Exposition Authority.

[O2012-5910]

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

SECTION 1. Permission and authority are hereby given and granted to Metropolitan Pier & Exposition Authority, upon the terms and subject to the conditions of this ordinance,

to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2500 South Dr. Martin Luther King, Jr. Drive. Said architectural sign shall measure one hundred ninety-five (195) feet, five (5) inches in length and fifteen (15) feet in width. Architectural sign shall span over and across South Dr. Martin Luther King, Jr. Drive, nineteen (19) feet minimum clearance between Dr. Martin Luther King, Jr. Drive pavement and bottom of architectural sign. Architectural sign feature is required as part of planned development for McCormick Place Expansion. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101640 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 9, 2012.

Mi Tierra-South.

[O2012-6105]

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

SECTION 1. Permission and authority are hereby given and granted to Mi Tierra-South, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2528 South Kedzie Avenue. Said sign structure measures as follows: along South Kedzie Avenue, one (1) at six point eight three (6.83) feet in length, eight (8) feet in height and eleven point three three (11.33) feet above grade level. Said sign structure measures as follows: along South Kedzie Avenue, one (1) at eight (8) feet in length, eight (8) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the

Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102742 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Mile North Hotel.

[O2012-6062]

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

SECTION 1. Permission and authority are hereby given and granted to Mile North Hotel, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 166 East Superior Street. Said sign structures measure as follows: along East Superior Street, two (2) at eleven point five (11.5) feet in length, two point zero eight (2.08) feet in height and ten (10) feet above grade level, one (1) at twenty (20) feet in length, two point zero eight (2.08) feet in height and ten (10) feet above grade level and one (1) at thirty-four (34) feet in length, two point three three (2.33) feet in height and ninety (90) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102154 herein granted the sum of Seven Hundred Seventy-five and no/100 Dollars ($775.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Milex Tune Up And Brakes.

[O2012-6220]

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

SECTION 1. Permission and authority are hereby given and granted to Milex Tune Up and Brakes, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7059 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at six (6) feet in length, six (6) feet in height and fourteen point five (14.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102684 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Mujeres Latinas En Accion.

[O2012-6265]

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

SECTION 1. Permission and authority are hereby given and granted to Mujeres Latinas En Accion, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 2124 -- 2126.West 21st Place. Said planter at West 21st Place measures thirty-four (34) feet in length and five (5) feet in width for a total of one hundred seventy (170) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102169 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 19, 2012.

Music Box Films.

[O2012-6308]

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

SECTION 1. Permission and authority are hereby given and granted to Music Box Films, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) kiosk on the public right-of-way adjacent to its premises known as 173 North Morgan Street. Said kiosk at North Morgan Street measures three point one six (3.16) feet in length and four (4) feet in width for a total of twelve point six four (12.64) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101624 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

New Myle Asian Cuisine.

[O2012-6200]

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

SECTION 1. Permission and authority are hereby given and granted to New Myle Asian Cuisine, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1465 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at ten (10) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk.

Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101855 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Northtown Library.

[O2012-6248]

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

SECTION 1. Permission and authority are hereby given and granted to Northtown Library, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) occupation of space on the public right-of-way adjacent to its premises known as 6435 North California Avenue. Said occupation of space at North California Avenue measures two (2) feet in length and two (2) feet in width for a total of four (4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102550 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2006.

Northwestern Medical Hospital.

[O2012-6320]

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Medical Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1333 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at twenty-five point five (25.5) feet in length, two point six seven (2.67) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102427 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Northwestern Memorial Hospital.
(Bicycle Racks)

[O2012-6077]

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use eight (8) bicycle racks on the public right-of-way adjacent to its premises known as 259 East Erie Street. Said bicycle racks at North Fairbanks Court measure eight (8) at one point six six (1.66) feet in length and point three three (.33) foot in width for a total of four point three eight (4.38) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101594 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Northwestern Memorial Hospital.
(Pile Caps (Micro Piles))

[O2012-6103]

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) pile caps (micro piles) under the public

right-of-way adjacent to its premises known as 259 East Erie Street. Said pile caps (micro piles) under East Erie Street measure four (4) at one hundred thirty-five point one six (135.16) feet in length and one point one six (1.16) feet in diameter for a total of six hundred twenty-seven point one four (627.14) square feet. Existing micro piles are approximately one hundred thirty-eight (138) feet below grade level. Micro piles are used to support a bridge connecting the new out-patient care pavilion to the existing Northwestern Memorial Hospital. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101600 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Northwestern Memorial Hospital.
(Tunnel)

[O2012-6070]

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a tunnel under the public right-of-way adjacent to its premises known as 259 East Erie Street. Said tunnel at East Erie Street measures seventy-one point nine two (71.92) feet in length and sixteen point seven five (16.75) feet in width for a total of one thousand two hundred four point six six (1,204.66) square feet. Said tunnel shall connect the new out-patient care pavilion to the Feinberg Hospital pavilion. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege

shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099295 herein granted the sum of Two Thousand Nine Hundred Thirty and no/100 Dollars ($2,930.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Oberweis Dairy, Inc.

[O2012-6111]

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

SECTION 1. Permission and authority are hereby given and granted to Oberweis Dairy, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3055 North Sheffield Avenue. Said sign structure measures as follows: along North Sheffield Avenue, at two (2) feet in length, nine (9) feet in height and twenty (20) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101955 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

OG Plumbing.

[O2012-6324]

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

SECTION 1. Permission and authority are hereby given and granted to OG Plumbing, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, occupation of space on the public right-of-way adjacent to its premises known as 1324 West Kinzie Street. Said occupation of space at West Kinzie Street measures one hundred ninety-one (191) feet in length and thirty (30) feet in width for a total of five thousand seven hundred thirty (5,730) square feet. Existing occupation of space along West Kinzie Street extends to the west of North Ada Street and is used for truck staging, employee parking, improved security and accessory uses for the operation of OG Plumbing. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098534 herein granted the sum of Four Thousand One Hundred Forty-six and no/100 Dollars ($4,146.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Old Navy.
(Banners)

[O2012-6115]

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

SECTION 1. Permission and authority are hereby given and granted to Old Navy, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) banners projecting over the public right-of-way adjacent to its premises known as 150 North State Street. Said banners at West Randolph Street measure two (2) at four (4) feet in length and twenty-three point seven five (23.75) feet in width for a total of one hundred ninety (190) square feet. Said banners at North State Street measure three (3) at four (4) feet in length and twenty-three point seven five (23.75) feet in width for a total of two hundred eighty-five (285) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102409 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Old Navy.
(Signs)

[O2012-6119]

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

SECTION 1. Permission and authority are hereby given and granted to Old Navy, upon the

terms and subject to the conditions of this ordinance, to maintain and use six (6) signs projecting over the public right-of-way attached to its premises known as 150 North State Street. Said sign structures measure as follows: along West Randolph Street, two (2) at three point seven five (3.75) feet in length, point six six (.66) foot in height and nine (9) feet above grade level and one (1) at nine point six six (9.66) feet in length, three point one six (3.16) feet in height and thirteen (13) feet above grade level. Said sign structures measure as follows: along North State Street, two (2) at three point seven five (3.75) feet in length, point six six (.66) foot in height and nine (9) feet above grade level and one (1) at nine point six six (9.66) feet in length, three point one six (3.16) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102410 herein granted the sum of Seven Hundred Seventy-five and no/100 Dollars ($775.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Oxygen Spa Studio.

[O2012-5847]

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

SECTION 1. Permission and authority are hereby given and granted to Oxygen Spa Studio, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 400 South Green Street. Said sign structure measures as follows: along South Green Street, at four point one six (4.16) feet in length, one point eight three (1.83) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on

print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099790 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Panaderia Coral.

[O2012-6189]

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

SECTION 1. Permission and authority are hereby given and granted to Panaderia Coral, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3807 West 26th Street. Said sign structure measures as follows: along West 26th Street, at eight (8) feet in length, ten point three (10.3) feet in height and ten point five (10.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100351 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 14, 2012.

Panera Cares.

[O2012-6113]

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

SECTION 1. Permission and authority are hereby given and granted to Panera Cares, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) light fixtures projecting over the public right-of-way adjacent to its premises known as 616 West Diversey Parkway. Said light fixtures at West Diversey Parkway measure eight (8) at one (1) foot in length, two point nine two (2.92) feet in width and twelve point three three (12.33) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101821 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Pangea Ventures LLC.

[O2012-6106]

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

SECTION 1. Permission and authority are hereby given and granted to Pangea Ventures LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) facade on the public right-of-way adjacent to its premises known as 7701 -- 7707 South Stewart Avenue. Said facade at South Stewart Avenue measures one hundred point five three (100.53) feet in length and one (1) foot in width for a total of one hundred point five three (100.53) square feet. Existing building encroaches the public way one (1) foot and have a height of thirty (30) feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102295 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Mr. Phillip Pappas.

[O2012-6010]

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Phillip Pappas, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) balconies projecting over the public right-of-way adjacent to its premises known as 2557 North Halsted Street. Said balconies at North Halsted Street measure

two (2) at twelve (12) feet in length and two point seven (2.7) feet in width for a total of sixty-four point eight (64.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102727 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 10, 2012.

Paraiso Travel & Services.

[O2012-6067]

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

SECTION 1. Permission and authority are hereby given and granted to Paraiso Travel & Services, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6148 South Pulaski Road. Said sign structure measures as follows: along South Pulaski Road, at six (6) feet in length, three (3) feet in height and twelve point six seven (12.67) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1093028 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Park Place LLC.

[O2012-6278]

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

SECTION 1. Permission and authority are hereby given and granted to Park Place LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4054 West North Avenue. Said sign structure measures as follows: along West North Avenue, at ten (10) feet in length, seven (7) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101029 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 14, 2012.

Parson's Chicken & Fish.

[O2012-6234]

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

SECTION 1. Permission and authority are hereby given and granted to Parson's Chicken & Fish, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2952 West Armitage Avenue. Said sign structure measures as follows: along West Armitage Avenue, at seven (7) feet in length, seven (7) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102515 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Perez Mexican Food.

[O2012-6311]

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

SECTION 1. Permission and authority are hereby given and granted to Perez Mexican Food, upon the terms and subject to the conditions of this ordinance, to maintain and use

one (1) sign projecting over the public right-of-way attached to its premises known as 853 West Randolph Street. Said sign structure measures as follows: along North Peoria Street, at two (2) feet in length, six (6) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097055 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Personal Liquors, Inc.

[O2012-6326]

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

SECTION 1. Permission and authority are hereby given and granted to Personal Liquors, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4241 West Madison Street. Said sign structure measures as follows: along West Madison Street, at eight (8) feet in length, two (2) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102685 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Pete's Market.

[O2012-6068]

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

SECTION 1. Permission and authority are hereby given and granted to Pete's Market, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5724 South Kedzie Avenue. Said sign structure measures as follows: along South Kedzie Avenue, at twenty-one (21) feet in length, thirty-four (34) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098263 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Pete's Produce.
(Privilege No. 1102111)

[O2012-6144]

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

SECTION 1. Permission and authority are hereby given and granted to Pete's Produce, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1411 West 87th Street. Said sign structure measures as follows: along West 87th Street, at ten (10) feet in length, four (4) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102111 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Pete's Produce.
(Privilege No. 1102113)

[O2012-6157]

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

SECTION 1. Permission and authority are hereby given and granted to Pete's Produce, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1)

sign projecting over the public right-of-way attached to its premises known as 1411 West 87th Street. Said sign structure measures as follows: along West 87th Street, at ten (10) feet in length, ten (10) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102113 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Pete's Produce.
(Privilege No. 1102114)

[O2012-6052]

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

SECTION 1. Permission and authority are hereby given and granted to Pete's Produce, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1543 East 87th Street. Said sign structure measures as follows: along East 87th Street, at ten (10) feet in length, four (4) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102114 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Pete's Produce.
(Privilege No. 1102115)

[O2012-6053]

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

SECTION 1. Permission and authority are hereby given and granted to Pete's Produce, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1543 East 87th Street. Said sign structure measures as follows: along East 87th Street, at ten (10) feet in length, ten (10) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102115 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Pinky Nail Chicago, Inc.

[O2012-5898]

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

SECTION 1. Permission and authority are hereby given and granted to Pinky Nail Chicago, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) banner projecting over the public right-of-way adjacent to its premises known as 1728 West Division Street. Said banner at West Division Street measures two (2) feet in length and four (4) feet in width for a total of eight (8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1093184 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, to commence one (1) year after passage.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Poncitlan Jalisco No. 1.

[O2012-6364]

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

SECTION 1. Permission and authority are hereby given and granted to Poncitlan Jalisco Number 1, upon the terms and subject to the conditions of this ordinance, to maintain

and use one(1) sign projecting over the public right-of-way attached to its premises known as 4460 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, at six (6) feet in length, eight (8) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102839 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Tracey Powell.

[O2012-6035]

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

SECTION 1. Permission and authority are hereby given and granted to Tracey Powell, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) stairway projecting over the public right-of-way adjacent to its premises known as 1214 North Astor Street. Existing steel stairway extends five (5) feet over and above an east/west public alley. Steel stairway measures twenty-nine (29) feet in length and five (5) feet in width emerging from the aforementioned premises at the third (3rd) floor level, twenty-two (22) feet above alley grade, thence ascending to the fourth (4th) floor and thence to the roof. The purpose of this stairway is to provide access to the roof sundeck. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102578 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 12, 2005.

R.P. Fox Associates.

[O2012-6314]

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

SECTION 1. Permission and authority are hereby given and granted to R.P. Fox Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 1142 West Grand Avenue. Said bay windows at public alley on West Grand Avenue measure two (2) at eleven point six seven (11.67) feet in length and three point six seven (3.67) feet in width for a total of eighty-five point six six (85.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102720 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 1, 2012.

Randolph Adventures, Inc.
(Fire Escape)

[O2012-6292]

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

SECTION 1. Permission and authority are hereby given and granted to Randolph Adventures, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 1335 West Randolph Street. Said fire escape at public alley measures twenty-three point one six (23.16) feet in length and four (4) feet in width for a total of ninety-two point six four (92.64) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102087 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance to commence one (1) year after passage.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Randolph Adventures, Inc.
(Light Fixtures)

[O2012-6297]

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

SECTION 1. Permission and authority are hereby given and granted to Randolph Adventures, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 1335 West Randolph Street. Said light fixtures at West Randolph Street measure two (2) at two point five (2.5) feet in length, point seven five (.75) foot in width and eight (8) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102480 herein granted the sum of Twenty-five and no/100 Dollars ($25.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Randolph Adventures, Inc.
(Vaults)

[O2012-6327]

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

SECTION 1. Permission and authority are hereby given and granted to Randolph Adventures, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) vaults under the public right-of-way adjacent to its

premises known as 1335 West Randolph Street. Said vaults at West Randolph Street measure one (1) at fifty-six (56) feet in length and fifteen (15) feet in width for a total of eight hundred forty (840) square feet and one (1) at twenty-one (21) feet in length and fifteen (15) feet in width for a total of three hundred fifteen (315) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1088881 herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 29, 2009.

Raul's Repair Service.

[O2012-6238]

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

SECTION 1. Permission and authority are hereby given and granted to Raul's Repair Service, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3630 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, at four (4) feet in length, three (3) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098465 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Regulus Coffee House Company.

[O2012-6253]

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

SECTION 1. Permission and authority are hereby given and granted to Regulus Coffee House Company, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6032 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at ten (10) feet in length, two (2) feet in height and eighteen (18) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101048 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Reliable Plating Corporation.

[O2012-6329]

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

SECTION 1. Permission and authority are hereby given and granted to Reliable Plating Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) manhole under the public right-of-way adjacent to its premises known as 1514 West Lake Street. Said manhole at West Lake Street measures three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102278 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2012.

Resurrection Health Care.
(Bicycle Racks)

[O2012-6328]

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

SECTION 1. Permission and authority are hereby given and granted to Resurrection Health Care, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bicycle racks on the public right-of-way adjacent to its premises known as 2233 West Division Street. Said bicycle racks at West Division Street measure two (2) at three (3) feet in length and twenty-five (25) inches in width. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102341 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

Resurrection Health Care.
(Bollards)

[O2012-6117]

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

SECTION 1. Permission and authority are hereby given and granted to Resurrection Health Care, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) bollards on the public right-of-way adjacent to its premises

known as 400 West Diversey Parkway. Said bollards at West Diversey Parkway measure three (3) at one (1) foot in length and one (1) foot in width for a total of three (3) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102559 herein granted the sum of Two Hundred Twenty-five and no/100 Dollars ($225.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Resurrection Health Care.
(Concrete Walkways)

[O2012-6330]

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

SECTION 1. Permission and authority are hereby given and granted to Resurrection Health Care, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) concrete walkways projecting on the public right-of-way adjacent to its premises known as 2233 West Division Street. Said concrete walkways at West Division Street measure three (3) at ten (10) feet in length and seven (7) feet in width for a total of two hundred ten (210) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102343 herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

Resurrection Health Care.
(Planters)

[O2012-6332]

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

SECTION 1. Permission and authority are hereby given and granted to Resurrection Health Care, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 2233 West Division Street. Said planters at West Division Street measure two (2) at thirty-seven (37) feet in length and five (5) feet in width for a total of three hundred seventy (370) square feet. Said planters at West Division Street measure two (2) at twenty-five (25) feet in length and five (5) feet in width for a total of two hundred fifty (250) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102340 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

Resurrection Health Care.
(Trees)

[O2012-6334]

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

SECTION 1. Permission and authority are hereby given and granted to Resurrection Health Care, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fourteen (14) trees on the public right-of-way for beautification purposes adjacent to its premises known as 2233 West Division Street. Said trees at West Division Street measure fourteen (14) at one (1) foot in length and one (1) foot in width for a total of fourteen (14) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102342 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

Riccordino Realty.

[O2012-6112]

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

SECTION 1. Permission and authority are hereby given and granted to Riccordino Realty, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2843 West 79th Street. Said sign structure measures as follows: along West 79th Street, at five point one six (5.16) feet in length, three (3) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102572 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Rothschild Liquors.
(1532 W. Chicago Ave.)

[O2012-5818]

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

SECTION 1. Permission and authority are hereby given and granted to Rothschild Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 1532 West Chicago Avenue. Said light fixtures at West Chicago Avenue measure two (2) at one point four (1.4) feet in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on

file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102873 herein granted the sum of Eighty and no/100 Dollars ($80.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Rothschild Liquors.
(118 S. Cicero Ave.)

[O2012-6333]

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

SECTION 1. Permission and authority are hereby given and granted to Rothschild Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) light fixtures projecting over the public right-of-way adjacent to its premises known as 118 South Cicero Avenue. Said light fixtures at South Cicero Avenue measure three (3) at one point four (1.4) feet in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102875 herein granted the sum of Eighty-five and no/100 Dollars ($85.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Rothschild Liquors.
(3015 W. Madison St.)

[O2012-6331]

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

SECTION 1. Permission and authority are hereby given and granted to Rothschild Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 3015 West Madison Street. Said light fixtures at West Madison Street measure four (4) at one point four (1.4) feet in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102871 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Rothschild Liquors.
(1615 W. 79th St.)

[O2012-6165]

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

SECTION 1. Permission and authority are hereby given and granted to Rothschild Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) light fixtures projecting over the public right-of-way adjacent to its premises known as 1615 West 79th Street. Said light fixtures at West 79th Street measure five (5) at one point four (1.4) feet in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102872 herein granted the sum of Ninety-five and no/100 Dollars ($95.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Rothschild Liquors.
(717 E. 87th St.)

[O2012-6017]

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

SECTION 1. Permission and authority are hereby given and granted to Rothschild Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 717 East 87th Street. Said light fixtures at East 87th Street measure

four (4) at one point four (1.4) feet in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102870 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Royal Thai Consulate General.

[O2012-6130]

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

SECTION 1. Permission and authority are hereby given and granted to Royal Thai Consulate General, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) flagpoles projecting over the public right-of-way adjacent to its premises known as 700 North Rush Street. Said flagpoles at North Rush Street measure two (2) at ten (10) feet in length and five point five (5.5) feet in width for a total of one hundred ten (110) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102360 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

RPM Italian.
(Privilege No. 1099336)

[O2012-6122]

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

SECTION 1. Permission and authority are hereby given and granted to RPM Italian, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 52 West Illinois Street. Said sign structure measures as follows: along West Illinois Street, at seven (7) feet in length, two (2) feet in height and nine point five (9.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099336 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

RPM Italian.
(Privilege No. 1099775)

[O2012-6124]

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

SECTION 1. Permission and authority are hereby given and granted to RPM Italian, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 52 West Illinois Street. Said sign structure measures as follows: along West Illinois Street, at three point three three (3.33) feet in length, two (2) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099775 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Ruby Of Siam.

[O2012-6133]

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

SECTION 1. Permission and authority are hereby given and granted to Ruby of Siam, upon

the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 170 West Washington Street. Said sign structure measures as follows: along West Washington Street, at seventeen (17) feet in length, three (3) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101708 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Sabatino's, Inc.

[O2012-6261]

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

SECTION 1. Permission and authority are hereby given and granted to Sabatino's, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4441 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at eight (8) feet in length, nine (9) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100491 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Salon 718.

[O2012-6279]

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

SECTION 1. Permission and authority are hereby given and granted to Salon 718, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5721 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at eleven (11) feet in length, two (2) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101601 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The Sexton Condominium Association.

[O2012-6139]

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

SECTION 1. Permission and authority are hereby given and granted to The Sexton Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, thirty-five (35) planters on the public right-of-way for beautification purposes adjacent to its premises known as 360 West Illinois Street. Said planters at West Illinois Street and North Orleans Street measure seventeen (17) at one (1) foot in length and five (5) feet in width for a total of eighty-five (85) square feet. Said planters at West Grand Avenue measure nine (9) at one (1) foot in length and five (5) feet in width for a total of forty-five (45) square feet. Said planters at North Kingsbury Street measure nine (9) at one (1) foot in length and five (5) feet in width for a total of forty-five (45) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102071 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 31, 2011.

Shiekh Shoes.

[O2012-6269]

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

SECTION 1. Permission and authority are hereby given and granted to Shiekh Shoes, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 1313 South Halsted Street. Said sign structures measure as follows: along South Halsted Street, two (2) at sixteen (16) feet in length, three (3) feet in height and ten (10) feet above grade level and one (1) at three (3) feet in length, three (3) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102067 herein granted the sum of Seven Hundred and no/100 Dollars ($700.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Sip Coffeehouse.

[O2012-6319]

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

SECTION 1. Permission and authority are hereby given and granted to Sip Coffeehouse, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) planter projecting over the public right-of-way for beautification purposes

adjacent to its premises known as 1223 West Grand Avenue. Said planter at West Grand Avenue measures eight point five (8.5) feet in length and one point nine two (1.92) feet in width for a total of sixteen point three two (16.32) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102695 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Skylark Motel.

[O2012-6223]

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

SECTION 1. Permission and authority are hereby given and granted to Skylark Motel, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 5435 South Archer Avenue. Said sign structures measure as follows: along South Archer Avenue, one (1) at ten point five (10.5) feet in length, six (6) feet in height and fourteen (14) feet above grade level and one (1) at four (4) feet in length, one point two five (1.25) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102618 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Smoque BBQ.

[O2012-6285]

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

SECTION 1. Permission and authority are hereby given and granted to Smoque BBQ, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 3800 North Pulaski Road. Said light fixtures at West Grace Street measure one (1) at one (1) foot in length, one (1) foot in width and twelve point four (12.4) feet above grade level and three (3) at one (1) foot in length, one (1) foot in width and thirteen point four (13.4) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1096908 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Snappy's Shrimp.

[O2012-6201]

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

SECTION 1. Permission and authority are hereby given and granted to Snappy's Shrimp, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1901 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at eight (8) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098836 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 4, 2011.

Soundz Good Chicago.

[O2012-6335]

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

SECTION 1. Permission and authority are hereby given and granted to Soundz Good Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3445 North Western Avenue. Said sign structure measures as follows: along North Western Avenue, at ten (10) feet in length, three (3) feet in height and thirteen point five (13.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097536 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

South Shore Chamber, Inc.
(7054 S. Jeffery Blvd.)

[O2012-5953]

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

SECTION 1. Permission and authority are hereby given and granted to South Shore Chamber, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its

premises known as 7054 South Jeffery Boulevard. Said trash container at South Jeffery Boulevard measures one (1) foot in length and two point three three (2.33) feet in width for a total of two point three three (2.33) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102609 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

South Shore Chamber, Inc.
(7101 S. Jeffery Blvd.)

[O2012-5947]

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

SECTION 1. Permission and authority are hereby given and granted to South Shore Chamber, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 7101 South Jeffery Boulevard. Said trash container at South Stony Island Avenue measures one (1) foot in length and two point three three (2.33) feet in width for a total of two point three three (2.33) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102610 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

South Shore Chamber, Inc.
(7544 S. Stony Island Ave.)

[O2012-6011]

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

SECTION 1. Permission and authority are hereby given and granted to South Shore Chamber, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 7544 South Stony Island Avenue. Said trash container at South Stony Island Avenue measures one (1) foot in length and two point three three (2.33) feet in width for a total of two point three three (2.33) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102608 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

South Shore Chamber, Inc.
(1533 E. 67th St.)

[O2012-5959]

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

SECTION 1. Permission and authority are hereby given and granted to South Shore Chamber, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 1533 East 67th Street. Said trash container at East 67th Street measures one (1) foot in length and two point six six (2.66) feet in width for a total of two point six six (2.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102607 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

South Shore Chamber, Inc.
(7114 S. Yates Blvd.)

[O2012-6013]

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

SECTION 1. Permission and authority are hereby given and granted to South Shore Chamber, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 7114 South Yates Boulevard. Said trash container at South Yates Boulevard measures one (1) foot in length and two point three three (2.33) feet in width for a total of two point three three (2.33) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102611 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Southport And Irving.

[O2012-6204]

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

SECTION 1. Permission and authority are hereby given and granted to Southport and Irving, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as

4002 North Southport Avenue. Said sign structure measures as follows: along North Southport Avenue, at four point zero three (4.03) feet in length, six point zero three (6.03) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102300 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Sports And Ortho Physical Therapy.

[O2012-6015]

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

SECTION 1. Permission and authority are hereby given and granted to Sports and Ortho Physical Therapy, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 801 West Diversey Parkway. Said sign structures measure as follows: along West Diversey Parkway, one (1) at twenty-four point six seven (24.67) feet in length, three (3) feet in height and thirteen (13) feet above grade level and one (1) at twenty-two point six seven (22.67) feet in length, one point five (1.5) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101990 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Starbucks Coffee.

[O2012-5939]

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) handicap ramp on the public right-of-way adjacent to its premises known as 1174 East 55th Street. Said handicap ramp at East 55th Street measures thirty-five (35) feet in length and five point four two (5.42) feet in width for a total of one hundred eighty-nine point seven (189.7) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Mayor's Office for People with Disabilities.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1084181 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 1, 2008.

State Garden Food & Liquor.

[O2012-6131]

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

SECTION 1. Permission and authority are hereby given and granted to State Garden Food & Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5701 South State Street. Said sign structure measures as follows: along South State Street, at five (5) feet in length, eight (8) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102629 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Stateway Associates LLC.
(Privilege No. 1101976)

[O2012-5871]

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

SECTION 1. Permission and authority are hereby given and granted to Stateway Associates LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 3506 South State Street. Said planter at West 35th Street measures one (1) at forty-seven (47) feet in length and seven point five (7.5) feet in width for a total of three hundred fifty-two point five (352.5) square feet. Said planter at West 35th Street measures one (1) at thirty-five point four (35.4) feet in length and seven point five (7.5) feet in width for a total of two hundred sixty-five point five (265.5) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101976 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 29, 2010.

Stateway Associates LLC.
(Privilege No. 1101979)

[O2012-5868]

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

SECTION 1. Permission and authority are hereby given and granted to Stateway Associates LLC, upon the terms and subject to the conditions of this ordinance, to maintain

and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 3506 South State Street. Said planter at West 35th Street measures one (1) at sixty point six (60.6) feet in length and seven point three (7.3) feet in width for a total of four hundred forty-two point three eight (442.38) square feet. Said planter at West 35th Street measures one (1) at fifty-five point seven (55.7) feet in length and seven point three (7.3) feet in width for a total of four hundred six point six one (406.61) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101979 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 29, 2010.

Steve Grubman Photography, Inc.

[O2012-6325]

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

SECTION 1. Permission and authority are hereby given and granted to Steve Grubman Photography, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 456 North Morgan Street. Said security cameras at North Morgan Street measure two (2) at one point five (1.5) feet in length, point five (.5) foot in width and sixteen (16) feet above grade level. The location of

said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102274 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Stone City.

[O2012-6277]

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

SECTION 1. Permission and authority are hereby given and granted to Stone City, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3037 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, one (1) at thirty-four point five (34.5) feet in length, eight point one seven (8.17) feet in height and thirteen (13) feet above grade level. Said sign structure measures as follows: along North Sacramento Avenue, one (1) at twenty-one point one seven (21.17) feet in length, five (5) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099549 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Studio 31.

[O2012-6226]

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

SECTION 1. Permission and authority are hereby given and granted to Studio 31, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nine (9) light fixtures projecting over the public right-of-way adjacent to its premises known as 5147 South Archer Avenue. Said light fixtures at South Archer Avenue measure four (4) at one point three (1.3) feet in length, point six (.6) foot in width and eleven point five (11.5) feet above grade level and one (1) at one point three (1.3) feet in length, point six (.6) foot in width and eight point six (8.6) feet above grade level. Said light fixtures at South Kolin Avenue measure two (2) at one point three (1.3) feet in length, point six (.6) foot in width and eleven point four (11.4) feet above grade level. Said light fixture at South Kolin Avenue measures one (1) at point seven (.7) foot in length, one (1) foot in width and fifteen point eight (15.8) feet above grade level. Said light fixture at South Kolin Avenue measures one (1) at point nine (.9) foot in length, one point three (1.3) feet in width and fourteen point four (14.4) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102624 herein granted the sum of One Hundred Fifteen and no/100 Dollars ($115.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Subway.
(7852 S. Cottage Grove Ave.)

[O2012-6021]

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

SECTION 1. Permission and authority are hereby given and granted to Subway, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 7852 South Cottage Grove Avenue. Said sign structures measure as follows: along South Cottage Grove Avenue, one (1) at eight (8) feet in length, two (2) feet in height and nine point five (9.5) feet above grade level and one (1) at eleven point eight three (11.83) feet in length, three point five (3.5) feet in height and eleven point five (11.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102777 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Subway.
(166 N. Wabash Ave.)

[O2012-6143]

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

SECTION 1. Permission and authority are hereby given and granted to Subway, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 166 North Wabash Avenue. Said sign structure measures as follows: along North Wabash Avenue, one (1) at six (6) feet in length, two point five (2.5) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098851 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Subway 21976.

[O2012-6146]

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

SECTION 1. Permission and authority are hereby given and granted to Subway 21976, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 300 North Michigan Avenue. Said sign structure measures as follows: along North Michigan Avenue, at thirteen point five (13.5) feet in length, two point five (2.5) feet in height and

twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102016 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Sugar Fly, Inc.

[O2012-5819]

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

SECTION 1. Permission and authority are hereby given and granted to Sugar Fly, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2409 West North Avenue. Said sign structure measures as follows: along West North Avenue, at fourteen point five eight (14.58) feet in length, two point four two (2.42) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101455 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Sullivan's Steakhouse.

[O2012-6150]

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

SECTION 1. Permission and authority are hereby given and granted to Sullivan's Steakhouse, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fifteen (15) light fixtures projecting over the public right-of-way adjacent to its premises known as 415 North Dearborn Street. Said light fixtures at the corner of North Dearborn Street and West Hubbard Street measure fifteen (15) at one point two (1.2) feet in length, one point two (1.2) feet in width and seventeen (17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102831 herein granted the sum of One Hundred Forty-five and no/100 Dollars ($145.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Sumi.

[O2012-6154]

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

SECTION 1. Permission and authority are hereby given and granted to Sumi, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 700 -- 702 North Wells Street. Said landscaping at West Huron Street measures sixty (60) feet in length and three point three three (3.33) feet in width for a total of one hundred ninety-nine point eight (199.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102487 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Sushi Para Too.

[O2012-6020]

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

SECTION 1. Permission and authority are hereby given and granted to Sushi Para Too,

upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2256 North Clark Street. Said sign structure measures as follows: along North Clark Street, at six point one six (6.16) feet in length, one point seven five (1.75) feet in height and ten point eight three (10.83) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102541 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Sushi Usagi Ya.

[O2012-5899]

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

SECTION 1. Permission and authority are hereby given and granted to Sushi Usagi Ya, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 1178 North Milwaukee Avenue. Said light fixtures at North Milwaukee Avenue measure four (4) at two point six seven (2.67) feet in length, point five (.5) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102627 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Swedish American Museum.

[O2012-6026]

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

SECTION 1. Permission and authority are hereby given and granted to Swedish American Museum, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) flagpoles projecting over the public right-of-way adjacent to its premises known as 5211 North Clark Street. Said flagpoles at North Clark Street measure two (2) at ten (10) feet in length and one (1) foot in width for a total of twenty (20) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102772 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 4, 2012.

Taco Joint.

[O2012-6030]

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

SECTION 1. Permission and authority are hereby given and granted to Taco Joint, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1969 North Halsted Street. Said sign structure measures as follows: along North Halsted Street, at seven point five (7.5) feet in length, two (2) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102482 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Taqueria Atotonilco No. 1.

[O2012-6195]

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

SECTION 1. Permission and authority are hereby given and granted to Taqueria Atotonilco Number 1, upon the terms and subject to the conditions of this ordinance, to maintain and

use, as now constructed, one (1) exhaust duct (vent) projecting over the public right-of-way adjacent to its premises known as 3916 West 26th Street. Existing exhaust duct (vent) is eleven point four (11.4) feet above grade level and extend out over the public way one (1) foot. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102592 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 11, 2012.

Taqueria Coacoyula.

[O2012-6240]

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

SECTION 1. Permission and authority are hereby given and granted to Taqueria Coacoyula, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) facade on the public right-of-way adjacent to its premises known as 5823 West Fullerton Avenue. Said facade at West Fullerton Avenue measures twenty-two (22) feet in length and one (1) foot in width for a total of twenty-two (22) square feet. Existing building facade encroaches the public way one (1) foot along West Fullerton Avenue. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102148 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Thai Classic Restaurant.

[O2012-6120]

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

SECTION 1. Permission and authority are hereby given and granted to Thai Classic Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3332 North Clark Street. Said sign structure measures as follows: along North Clark Street, at four (4) feet in length, three point one seven (3.17) feet in height and ten point nine two (10.92) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101688 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Total Balance Chiropractic, P.C.

[O2012-6125]

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

SECTION 1. Permission and authority are hereby given and granted to Total Balance Chiropractic, P.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 3259 North Ashland Avenue. Said light fixtures at North Ashland Avenue measure two (2) at two point one six (2.16) feet in length, one point six six (1.66) feet in width and twelve (12) feet above grade level. Said light fixtures at West School Street measure two (2) at two point one six (2.16) feet in length, one point six six (1.66) feet in width and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101700 herein granted the sum of and Ninety no/100 Dollars ($90.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

U.S. Bank, N.A.

[O2012-6250]

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

SECTION 1. Permission and authority are hereby given and granted to U.S. Bank, N.A., upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 2958 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, one (1) at nine (9) feet in length, eighteen (18) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along North Milwaukee Avenue, one (1) at eighty-four (84) feet in length, five (5) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along North Milwaukee Avenue, one (1) at nine (9) feet in length, three (3) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along North Central Park Avenue, one (1) at eighty-four (84) feet in length, five (5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1092831 herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Un Cork It.

[O2012-6160]

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

SECTION 1. Permission and authority are hereby given and granted to Un Cork It, upon

the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 393 East Illinois Street. Said planters at East Illinois Street measure two (2) at two (2) feet in length and two (2) feet in width for a total of eight (8) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102389 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Universe Health Source.

[O2012-6163]

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

SECTION 1. Permission and authority are hereby given and granted to Universe Health Source, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 333 East Benton Place. Said sign structure measures as follows: along East Benton Place, at fifteen point six seven (15.67) feet in length, four (4) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102450 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University Of Chicago.
(6030 -- 6041 S. Dorchester Ave.)

[O2012-6149]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) earth retention system (twenty-four (24) soldier piles) under the public right-of-way adjacent to its premises known as 6030 -- 6041 South Dorchester Avenue. Under and along 6030 -- 6041 South Dorchester Avenue are twenty-four (24) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102749 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University of Chicago.
(5620 -- 5640 S. Drexel Ave.)

[O2012-6054]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) utility tunnels under the public right-of-way adjacent to its premises known as 5620 -- 5640 South Drexel Avenue. Said utility tunnels shall be described as follows: under and along alley east of South Drexel Avenue, said utility tunnel shall measure sixteen (16) feet in length and twenty-two (22) feet in width, under and along South Drexel Avenue, said utility tunnel shall measure seventy-six (76) feet in length and sixteen (16) feet in width and under and along alley west of South Drexel Avenue, said utility tunnel shall measure sixteen (16) feet in length and twenty-two (22) feet in width. All three (3) existing utility tunnels connect, starting with the public alley east of South Drexel Avenue to South Drexel Avenue to the public alley west of South Drexel Avenue. Existing utility tunnels are thirty-five (35) feet below grade level and twenty (20) feet in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099212 herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 4, 2011.

The University Of Chicago.
(5801 S. Ellis Ave.)

[O2012-6044]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one(1) conduit under the public right-of-way adjacent to its premises known as 5801 South Ellis Avenue. Said conduit at South Ellis Avenue measures forty-six (46) feet in length and two (2) feet in width for a total of ninety-two (92) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102747 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

The University Of Chicago.
(6054 -- 6059 S. Ellis Ave.)

[O2012-6182]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) earth retention system (fifty-five (55) soldier piles) under the public right-of-way adjacent to its premises known as 6054 -- 6059 South Ellis Avenue.

Under and along South Ellis Avenue are twenty-six (26) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. Under and along 962 -- 978 East 61st Street are twenty-nine (29) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102757 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University Of Chicago File No. 12.
(5700 S. University Ave.)

[O2012-6050]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago File Number 12, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) conduit under the public right-of-way adjacent to its premises known as 5700 South University Avenue. Said conduit at East 57th Street measures one point six seven (1.67) feet in length and one (1) foot in width for a total of one point six seven (1.67) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102413 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 12, 2012.

The University Of Chicago.
(5757 S. University Ave.)
(Irrigation Piping Systems)

[O2012-6034]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use fourteen (14) irrigation piping systems under the public right-of-way adjacent to its premises known as 5757 South University Avenue. Said irrigation piping systems at South University Avenue measure two (2) at twelve point five (12.5) feet in length and point zero eight (.08) foot in width for a total of two (2) square feet and two (2) at seventy-two point five (72.5) feet in length and point zero eight (.08) foot in width for a total of eleven point six (11.6) square feet. Said irrigation piping systems at South Woodlawn Avenue measure two (2) at ninety-six (96) feet in length and point zero eight (.08) foot in width for a total of fifteen point three six (15.36) square feet. Said irrigation piping systems at East 58th Street measure one (1) at fourteen (14) feet in length and point zero eight (.08) foot in width for a total of one point one two (1.12) square feet, one (1) at nine point five (9.5) feet in length and point zero eight (.08) foot in width for a total of point seven six (.76) square foot, one (1) at sixty-four (64) feet in length and point zero eight (.08) foot in width for a total of five point one two (5.12) square feet, one (1) at sixty-two (62) feet in length and point zero eight (.08) foot in width for a total of four point nine six (4.96) square feet, two (2) at ninety-seven (97) feet in length and point zero eight (.08) foot in width for a total of fifteen point five two (15.52) square feet and two (2) at one hundred seventy-seven (177) feet in length and point zero eight (.08) foot in width for a total of twenty-eight point three two (28.32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the

Department of Business Affairs and Consumer Protection and the Office of the City Clerk, Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101573 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University Of Chicago.
(5757 S. University Ave.)
(Sheetings)

[O2012-6039]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) sheetings under the public right-of-way adjacent to its premises known as 5757 South University Avenue. Said sheeting at East 58th Street measures one (1) at two hundred sixty point two five (260.25) feet in length and two point five (2.5) feet in width for a total of six hundred fifty point six three (650.63) square feet. Said sheeting shall be approximately seven (7) feet, six (6) inches below grade level. Said sheeting at South Woodlawn Avenue measures one (1) at ninety-eight point nine two (98.92) feet in length and two point zero eight (2.08) feet in width for a total of two hundred five point seven five (205.75) square feet. Said sheeting shall be approximately seven (7) feet, six (6) inches below grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101571 herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University Of Chicago.
(5757 S. University Ave.)
(Steam Lines (Piping))

[O2012-6042]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) steam lines (piping) under the public right-of-way adjacent to its premises known as 5757 South University Avenue. Said steam lines (piping) under East 58th Street measure three (3) at three hundred eighty-two (382) feet in length and point five (.5) foot in width for a total of five hundred seventy-three (573) square feet. Said steam lines (piping) shall be seven (7) feet below grade level. Said steam lines (piping) under South Woodlawn Avenue measure three (3) at one hundred twenty-four (124) feet in length and point five (.5) foot in width for a total of one hundred eighty-six (186) square feet. Said steam lines (piping) shall be seven (7) feet below grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101570 herein granted the sum of Two Thousand Four Hundred and no/100 Dollars ($2,400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University Of Chicago.
(5757 S. University Ave.)
(Vaults)

[O2012-6031]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) vaults under the public right-of-way adjacent to its premises known as 5757 South University Avenue. Said vaults at East 58th Street measure two (2) at fourteen (14) feet in length and ten (10) feet in width for a total of two hundred eighty (280) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101575 herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University Of Chicago.
(5828 S. University Ave.)

[O2012-6047]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) conduits under the public right-of-way adjacent to its premises known as 5828 South University Avenue. Said conduits between 158 East 58th Street and 5828 South University Avenue measure three (3) at thirty-five (35) feet in length and point five (.5) foot in width for a total of fifty-two point five (52.5) square feet. Said conduit at between 158 East 58th Street and 5828 South University Avenue measures one (1) at thirty-five (35) feet in length and point three three (.33) foot in width for a total of eleven point five five (11.55) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102469 herein granted the sum of Eight Hundred Forty and no/100 Dollars ($840.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 4, 2012.

The University Of Chicago.
(6052 -- 6057 S. University Ave.)

[O2012-6171]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, earth retention system (thirty-three (33) soldier piles) under the public right-of-way adjacent to its premises known as 6052 -- 6057 South University Avenue. Existing earth retention system under and along East 61st Street are thirty-three (33) soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102754 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University Of Chicago.
(5701 S. Woodlawn Ave.)

[O2012-6055]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) conduits under the public right-of-way adjacent to its premises

known as 5701 South Woodlawn Avenue. Said conduits measure one (1) at seventy (70) feet in length and point three three (.33) foot in width for a total of twenty-three point one (23.1) square feet, one (1) at three hundred forty-five (345) feet in length and point three three (.33) foot in width for a total of one hundred thirteen point eight five (113.85) square feet and one (1) at one hundred sixty-nine (169) feet in length and point three three (.33) foot in width for a total of fifty-five point seven (55.77) square feet. Said conduits shall be at a minimum depth of forty-eight (48) inches below grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102351 herein granted the sum of Three Thousand Five Hundred Four and no/100 Dollars ($3,504.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University Of Chicago.
(6052 -- 6059 S. Woodlawn Ave.)

[O2012-6161]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, earth retention system (twenty-four (24) soldier piles) under the public right-of-way adjacent to its premises known as 6052 -- 6059 South Woodlawn Avenue. Under and along 6052 -- 6059 South Woodlawn Avenue are twenty-four (24) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs

and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102752 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University Of Chicago.
(905 -- 919 E. 57th St.)

[O2012-6051]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) pipes under the public right-of-way adjacent to its premises known as 905 -- 919 East 57th Street. Said pipes at South Drexel Avenue (905 -- 919 East 57th Street) measure one (1) at one hundred fifteen (115) feet in length and one point three three (1.33) feet in width for a total of one hundred fifty-two point nine five (152.95) square feet, one (1) at one hundred fifteen (115) feet in length and point six six (.66) foot in width for a total of seventy-five point nine (75.9) square feet, one (1) at one hundred fifteen (115) feet in length and point two five (.25) foot in width for a total of twenty-eight point seven five (28.75) square feet and one (1) at one hundred fifteen (115) feet in length and point one six (.16) foot in width fora total of eighteen point four (18.4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099219 herein granted the sum of One Thousand Six Hundred and no/100 Dollars ($1,600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 4, 2011.

The University Of Chicago.
(962 -- 978 E. 61st St.)

[O2012-6196]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, earth retention system (twenty-nine (29) soldier piles) under the public right-of-way adjacent to its premises known as 962 -- 978 East 61st Street. Under and along 962 -- 978 East 61st Street are twenty-nine (29) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102758 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University Of Chicago.
(1000 -- 1034 E. 61st St.)

[O2012-6178]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, earth retention system (fifty-five (55) soldier piles) under the public right-of-way adjacent to its premises known as 1000 -- 1034 East 61st Street. Under and along 1000 -- 1034 East 61st Street are fifty-five (55) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102756 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University Of Chicago.
(1100 -- 1134 E. 61st St.)

[O2012-6175]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, earth retention system (seventy (70) soldier piles) under the public right-of-way adjacent to its premises known as 1100 -- 1134 East 61st Street. Under and along 1100 -- 1134 East 61st Street are fifty-eight (58) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. Under and along East 61st Street and South Greenwood Avenue are twelve (12) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) inches in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102755 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University Of Chicago.
(1144 -- 1178 E. 61st St.)

[O2012-6164]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use,

as now constructed, earth retention system (fifty-eight (58) soldier piles) under the public right-of-way adjacent to its premises known as 1144 -- 1178 East 61st Street. Under and along 1144 -- 1178 East 61st Street are fifty-eight (58) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102753 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University Of Chicago.
(1200 -- 1236 E. 61st St.)

[O2012-6158]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, earth retention system (sixty (60) soldier piles) under the public right-of-way adjacent to its premises known as 1200 -- 1236 East 61st Street. Under and along 1200 -- 1236 East 61st Street are sixty (60) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102751 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

The University Of Chicago.
(1300 -- 1314 E. 61st St.)

[O2012-6152]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, earth retention system (twenty-three (23) soldier piles) under the public right-of-way adjacent to its premises known as 1300 -- 1314 East 61st Street. Existing earth retention system under and along 1300 -- 1314 East 61st Street are twenty-three (23) existing soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. Existing earth retention system under and along East 61st Street and South Kimbark Avenue are ten (10) soldier piles. Each soldier pile measures twelve (12) inches in length, twelve (12) inches in width, twenty-one (21) feet in height and twenty-four (24) feet in depth. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102750 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

Unplugged Furniture.

[O2012-6336]

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

SECTION 1. Permission and authority are hereby given and granted to Unplugged Furniture, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1800 North Clybourn Avenue. Said sign structure measures as follows: along West Willow Street, at eleven (11) feet in length, five point two five (5.25) feet in height and thirty (30) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102380 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Vanguard Lofts Condominium Associates.

[SO2012-5849]

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

SECTION 1. Permission and authority are hereby given and granted to Vanguard Lofts Condominium Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, forty-three (43) balconies projecting over the public right-of-way adjacent to its premises known as 1250 West Van Buren Street. Said balconies at West Van Buren Street measure forty-two (42) at twelve (12) feet in length and four point five (4.5) feet in width for a total of two thousand two hundred sixty-eight (2,268) square feet. Said balcony at South Throop Street measures one (1) at twelve (12) feet in length and four point five (4.5) feet in width for a total of fifty-four (54) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102475 herein granted the sum of Three Thousand Two Hundred Twenty-five and no/100 Dollars ($3,225.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 30, 2012.

Victory Center Of Galewood.

[O2012-6227]

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

SECTION 1. Permission and authority are hereby given and granted to Victory Center of Galewood, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) foundation supports (foundation footings) under the public

right-of-way adjacent to its premises known as 2370 North Newcastle Avenue. Said foundation support (foundation footing) at West Grand Avenue measures one (1) at one hundred forty-three point seven five (143.75) feet in length and one (1) foot in width for a total of one hundred forty-three point seven five (143.75) square feet. Said foundation support (foundation footing) at North Newcastle Avenue measures one (1) at one hundred seventy point one (170.1) feet in length and point eight three (.83) foot in width for a total of one hundred forty-one point one eight (141.18) square feet. Said foundation support (foundation footing) at public alley measures one (1) at one hundred forty-three point seven five (143.75) feet in length and one point three three (1.33) feet in width for a total of one hundred ninety-one point one nine (191.19) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102735 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Villa Join The Movement.

[O2012-5876]

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

SECTION 1. Permission and authority are hereby given and granted to Villa Join the Movement, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 306 East 47th Street. Said sign structure measures as follows: along East 47th Street, at nineteen point three five (19.35) feet in length, five (5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file

with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102393 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Virgin Hotel Chicago.

[O2012-6167]

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

SECTION 1. Permission and authority are hereby given and granted to Virgin Hotel Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) vaults under the public right-of-way adjacent to its premises known as 203 North Wabash Avenue. Said vault at East Lake Street measures one (1) at seventy point zero eight (70.08) feet in length and twelve point five (12.5) feet in width for a total of eight hundred seventy-six (876) square feet. Said vault at North Wabash Avenue measures one (1) at one hundred sixteen point five eight (116.58) feet in length and twenty-two point zero eight (22.08) feet in width for a total of two thousand five hundred seventy-four point zero nine (2,574.09) square feet. Said vault at East Haddock Place measures one (1) at forty-five point one six (45.16) feet in length and thirteen point one six (13.16) feet in width for a total of five hundred ninety-four point three one (594.31) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102710 herein granted the sum of Twelve Thousand Two Hundred Ninety-five and no/100 Dollars ($12,295.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The Vitamin Shoppe.

[O2012-6043]

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

SECTION 1. Permission and authority are hereby given and granted to The Vitamin Shoppe, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 2747 North Clark Street. Said sign structure measures as follows: along North Clark Street, one (1) at one point one six (1.16) feet in length, thirteen (13) feet in height and thirteen (13) feet above grade level. Said sign structure measures as follows: along West Diversey Parkway, one (1) at one point one six (1.16) feet in length, thirteen (13) feet in height and thirteen (13) feet above grade level. Said sign structure measures as follows: along North Clark Street, one (1) at twelve point three three (12.33) feet in length, five point one six (5.16) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100064 herein granted the sum of Four Hundred Seventy-five and no/100 Dollars ($475.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Norman C. Vorne.
(Fence)

[O2012-6491]

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

SECTION 1. Permission and authority are hereby given and granted to Norman C. Vorne, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 5030 West Catalpa Avenue. Said fence at North Lawler Avenue measures ninety-nine (99) feet in length and one (1) foot in width for a total of ninety-nine (99) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102633 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and àfter date of passage.

Norman C. Vorne.
(Occupation Of Space)

[O2012-6492]

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

SECTION 1. Permission and authority are hereby given and granted to Norman C. Vorne, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) occupation of space on the public right-of-way adjacent to its premises known as 5030 West Catalpa Avenue. Said occupation of space at North Lawler Avenue measures ninety-nine (99) feet in length and twelve point seven (12.7) feet in width for a total of one thousand two hundred fifty-seven point three (1,257.3) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102634 herein granted the sum of One Thousand Five Hundred Fifty-nine and no/100 Dollars ($1,559.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Vrai Amour.

[O2012-6045]

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

SECTION 1. Permission and authority are hereby given and granted to Vrai Amour, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign

projecting over the public right-of-way attached to its premises known as 953 West Webster Avenue. Said sign structure measures as follows: along West Webster Avenue, at four point five (4.5) feet in length, three point five (3.5) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101627 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Well Future Pharmacy LLC.

[O2012-5851]

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

SECTION 1. Permission and authority are hereby given and granted to Well Future Pharmacy LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) light fixtures projecting over the public right-of-way adjacent to its premises known as 1442 South Michigan Avenue. Said light fixtures at South Michigan Avenue measure five (5) at three (3) feet in length, one point five (1.5) feet in width and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102584 herein granted the sum of Ninety-five and no/100 Dollars ($95.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Wells Flats Street LLC.

[O2012-6048]

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

SECTION 1. Permission and authority are hereby given and granted to Wells Flats Street LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use nine (9) signs projecting over the public right-of-way attached to its premises known as 1225 North Wells Street. Said sign structures measure as follows: along North Wells Street, four (4) at eleven point three three (11.33) feet in length, three point five (3.5) feet in height and three (3) feet above grade level, two (2) at thirty-nine (39) feet in length, eight (8) feet in height and two (2) feet above grade level, two (2) at fifteen (15) feet in length, eight (8) feet in height and two (2) feet above grade level and one (1) at eight (8) feet in length, eight (8) feet in height and two (2) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102160 herein granted the sum of Two Thousand Seven Hundred and no/100 Dollars ($2,700.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Wesley Realty Group, Inc.
(Fence)

[O2012-6081]

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

SECTION 1. Permission and authority are hereby given and granted to Wesley Realty Group, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 6117 -- 6119 South Racine Avenue. Said fence at South Racine Avenue measures fifty (50) feet in length and one point six six (1.66) feet in width for a total of eighty-three (83) square feet. Existing fence is five (5) feet in height. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102189 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Wesley Realty Group, Inc.
(Step)

[O2012-6079]

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

SECTION 1. Permission and authority are hereby given and granted to Wesley Realty Group, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) step on the public right-of-way adjacent to its premises known as 6117 -- 6119 South Racine Avenue. Said step at South Racine Avenue measures nine point three three (9.33) feet in length and two point five eight (2.58) feet in width for a total of twenty-four point zero seven (24.07) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102190 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

West 77.

[O2012-6174]

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

SECTION 1. Permission and authority are hereby given and granted to West 77, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 77 West Huron Street. Said sign structure measures as follows: along West Huron Street, at three point two

five (3.25) feet in length, one point zero eight (1.08) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102191 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Whiteside Liquors, Inc.

[O2012-6136]

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

SECTION 1. Permission and authority are hereby given and granted to Whiteside Liquors, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) light fixtures projecting over the public right-of-way adjacent to its premises known as 425 East 63rd Street. Said light fixtures at East 63rd Street measure five (5) at one point three (1.3) feet in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102876 herein granted the sum of Ninety-five and no/100 Dollars ($95.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Wireless And Beyond IL LLC.

[O2012-6289]

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

SECTION 1. Permission and authority are hereby given and granted to Wireless and Beyond IL LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 5548 West Fullerton Avenue. Said sign structure measures as follows: along West Fullerton Avenue, one (1) at five (5) feet in length, two point five (2.5) feet in height and nine point five (9.5) feet above grade level. Said sign structure measures as follows: along West Fullerton Avenue, one (1) at ten (10) feet in length, three point five (3.5) feet in height and nine point five (9.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102273 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

World Communications.

[O2012-6257]

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

SECTION 1. Permission and authority are hereby given and granted to World Communications, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3616 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at eight (8) feet in length, five (5) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099877 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

World Gym.

[O2012-6156]

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

SECTION 1. Permission and authority are hereby given and granted to World Gym, upon

the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 909 West Montrose Avenue. Said sign structure measures as follows: along West Montrose Avenue, at sixteen (16) feet in length, five (5) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102326 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2012.

Y&O Sheffield LLC.

[O2012-6128]

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

SECTION 1. Permission and authority are hereby given and granted to Y&O Sheffield LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) grease separator under the public right-of-way adjacent to its premises known as 3140 North Sheffield Avenue. Said grease separator at North Sheffield Avenue measures five (5) feet in length and eight point seven five (8.75) feet in width for a total of forty-three point seven five (43.75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development), the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102576 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Young's Restaurant.

[O2012-6206]

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

SECTION 1. Permission and authority are hereby given and granted to Young's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3949 North Ashland Avenue. Said sign structure measures as follows: along North Ashland Avenue, at six (6) feet in length, four (4) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102743 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Your Pet's Wellness.

[O2012-6339]

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

SECTION 1. Permission and authority are hereby given and granted to Your Pet's Wellness, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2319 North Damen Avenue. Said sign structure measures as follows: along North Damen Avenue, at eight point nine two (8.92) feet in length, two point five (2.5) feet in height and ten point one six (10.16) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101964 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Ali Zahedi.

[O2012-6281]

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

SECTION 1. Permission and authority are hereby given and granted to Ali Zahedi, upon

the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 1213 West Erie Street. Said fire escape at West Erie Street measures nine point six (9.6) feet in length and three (3) feet in width for a total of twenty-eight point eight (28.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102381 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 4, 2012.

ZED 451.

[O2012-6176]

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

SECTION 1. Permission and authority are hereby given and granted to ZED 451, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) grease trap under the public right-of-way adjacent to its premises known as 739 North Clark Street. Said grease trap at North Clark Street measures ten (10) feet in length and four (4) feet in width for a total of forty (40) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102408 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 4, 2008.

Zen Wine & Spirits.

[O2012-5900]

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

SECTION 1. Permission and authority are hereby given and granted to Zen Wine & Spirits, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1803 West North Avenue. Said sign structure measures as follows: along West North Avenue, at four (4) feet in length, six (6) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101431 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Zhou B Cafe.

[O2012-6078]

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

SECTION 1. Permission and authority are hereby given and granted to Zhou B Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) banners projecting over the public right-of-way adjacent to its premises known as 1029 West 35th Street. Said banners at West 35th Street measure four (4) at twelve (12) feet in length and three (3) feet in width for a total of one hundred forty-four (144) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098462 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 1, 2011.

Zneimer & Zneimer P.C.

[O2012-6209]

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

SECTION 1. Permission and authority are hereby given and granted to Zneimer & Zneimer P.C., upon the terms and subject to the conditions of this ordinance, to maintain and

use one (1) sign projecting over the public right-of-way attached to its premises known as 4141 North Western Avenue. Said sign structure measures as follows: along North Western Avenue, at six point five (6.5) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101216 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Zrodlo Books & Gifts, Inc.

[O2012-6290]

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

SECTION 1. Permission and authority are hereby given and granted to Zrodlo Books & Gifts, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5517 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at four (4) feet in length, six (6) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1094118 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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2 Star Auto Rebuilders, Inc.

[O2012-6109]

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

SECTION 1. Permission and authority are hereby given and granted to 2 Star Auto Rebuilders, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2441 West 47th Street. Said sign structure measures as follows: along West 47th Street, at five (5) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102699 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

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55 East Monroe Investors IV LLC.

[O2012-6181]

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

SECTION 1. Permission and authority are hereby given and granted to 55 East Monroe Investors IV LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) vaults under the public right-of-way adjacent to its premises known as 55 East Monroe Street. Said vault at South Wabash Avenue measures one (1) at four hundred six (406) feet in length and ten (10) feet in width for a total of four thousand sixty (4,060) square feet. Said vault at East Adams Street measures one (1) at one hundred eighty-one point six six (181.66) feet in length and twelve (12) feet in width for a total of two thousand one hundred seventy-nine point nine two (2,179.92) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102662 herein granted the sum of Eighteen Thousand Nine Hundred Sixty-nine and no/100 Dollars ($18,969.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

63rd & Ashland C.X., Inc.

[O2012-6091]

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

SECTION 1. Permission and authority are hereby given and granted to 63rd & Ashland C.X., Inc., upon the terms and subject to the conditions of this ordinance, to maintain

and use two (2) signs projecting over the public right-of-way attached to its premises known as 6240 South Ashland Avenue. Said sign structures measure as follows: along South Ashland Avenue, one (1) at seven point five (7.5) feet in length, eleven (11) feet in height and thirteen (13) feet above grade level and one (1) at seven point five (7.5) feet in length, two (2) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102648 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

87th Street Gas, Inc.

[O2012-6056]

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

SECTION 1. Permission and authority are hereby given and granted to 87th Street Gas, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1400 East 87th Street. Said sign structure measures as follows: along East 87th Street, at ten (10) feet in length, twenty-two (22) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097451 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

116-120 Chestnut Properties LLC.

[O2012-6186]

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

SECTION 1. Permission and authority are hereby given and granted to 116-120 Chestnut Properties LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) sidewalk vault under the public right-of-way adjacent to its premises known as 116 -- 120 West Chestnut Street. Said sidewalk vault at West Chestnut Street measures fourteen point nine two (14.92) feet in length and three point one seven (3.17) feet in width for a total of forty-seven point three (47.3) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102739 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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250 East Pearson Condominium Association.

[O2012-6192]

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

SECTION 1. Permission and authority are hereby given and granted to 250 East Pearson Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twelve (12) caissons under the public right-of-way adjacent to its premises known as 250 East Pearson Street. Said caisson at East Pearson Street measures one (1) at four point six (4.6) feet in length and three point four (3.4) feet in width for a total of fifteen point six four (15.64) square feet. Said caisson at East Pearson Street measures one (1) at seven (7) feet in length and two (2) feet in width for a total of fourteen (14) square feet. Said caisson at East Pearson Street measures one (1) at eleven point six (11.6) feet in length and three point four (3.4) feet in width for a total of thirty-nine point four four (39.44) square feet. Said caisson at East Pearson Street measures one (1) at twelve point six (12.6) feet in length and three (3) feet in width for a total of thirty-seven point eight (37.8) square feet. Said caisson at East Pearson Street measures one (1) at twelve (12) feet in length and three point four (3.4) feet in width for a total of forty point eight (40.8) square feet. Said caisson at East Pearson Street measures one (1) at eleven point six (11.6) feet in length and two (2) feet in width for a total of twenty-three point two (23.2) square feet. Said caisson at East Pearson Street measures one (1) at thirteen point six (13.6) feet in length and five point four (5.4) feet in width for a total of seventy-three point four four (73.44) square feet. Said caisson at East Pearson Street measures one (1) at three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. Said caisson at East Pearson Street measures one (1) at fourteen (14) feet in length and seven point seven (7.7) feet in width for a total of one hundred seven point eight (107.8) square feet. Said caisson at East Pearson Street measures one (1) at thirteen (13) feet in length and three (3) feet in width for a total of thirty-nine (39) square feet. Said caisson at East Pearson Street measures one (1) at ten (10) feet in length and three (3) feet in width for a total of thirty (30) square feet. Said caisson at East Pearson Street measures one (1) at seven (7) feet in length and one point eight (1.8) feet in width for a total of twelve point six (12.6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100931 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 15, 2010.

400-410 Michigan Real Estate LLC.

[O2012-6193]

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

SECTION 1. Permission and authority are hereby given and granted to 400-410 Michigan Real Estate LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 400 -- 410 North Michigan Avenue. Said planters at North Rush Street measure one (1) at thirty-seven (37) feet in length and six (6) feet in width for a total of two hundred twenty-two (222) square feet and one (1) at sixty-nine point four two (69.42) feet in length and six (6) feet in width for a total of four hundred sixteen point five two (416.52) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102327 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

1028 North Rush Street Corp.

[O2012-6197]

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

SECTION 1. Permission and authority are hereby given and granted to 1028 North Rush Street Corp., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a portion of the sidewalk area on the south side of East Bellevue Place, between the east side of North State Street and the west side of North Rush Street adjacent to its premises known as 1028 North Rush Street. Existing area is approximately ten (10) feet in width extending in a north and south direction from the property line and a length extending east and west approximately sixty-six (66) feet for a total use of six hundred sixty (660) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099082 herein granted the sum of Twenty Thousand Four Hundred Twenty and no/100 Dollars ($20,420.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 19, 2011.

1604 West North Avenue LLC.

[O2012-5821]

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

SECTION 1. Permission and authority are hereby given and granted to 1604 West North Avenue LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1604 West North Avenue. Said sign structure measures as follows: along West North Avenue, at ten (10) feet in length, ten (10) feet in height and fourteen point six seven (14.67) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101354 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

1801 Byron LLC.

[O2012-6211]

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

SECTION 1. Permission and authority are hereby given and granted to 1801 Byron LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) pipe projecting over the public right-of-way adjacent to its premises known as 1801 West Byron Street. Said pipe over public alley closed structure measures seventeen (17) feet in length and ten (10) feet in width for a total of one hundred seventy (170) square feet. Existing inside a closed structure over public alley connects two (2) buildings. The location of said privilege shall be as shown on print(s) kept on file with

the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102127 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 25, 2012.

1801 W. 21st Pl. LLC.

[O2012-6274]

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

SECTION 1. Permission and authority are hereby given and granted to 1801 West 21st Place LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) sidewalk vault under the public right-of-way adjacent to its premises known as 1801 West 21st Place. Said sidewalk vault at West 21st Place measures eighty-two point five eight (82.58) feet in length and three point seven five (3.75) feet in width for a total of three hundred nine point six eight (309.68) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101160 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

1924 North Damen LLC.

[O2012-6342]

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

SECTION 1. Permission and authority are hereby given and granted to 1924 North Damen LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) steps on the public right-of-way adjacent to its premises known as 1924 North Damen Avenue. Said steps at North Damen Avenue measure two (2) at ten (10) feet in length and one point two five (1.25) feet in width for a total of twenty-five (25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102582 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

2201 South Wentworth LLC.
(Privilege No. 1102269)

[O2012-6254]

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

SECTION 1. Permission and authority are hereby given and granted to 2201 South Wentworth LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) door swing on the public right-of-way adjacent to its premises known as 2201 South Wentworth Avenue. Said door swing at public alley measures three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102269 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

2201 South Wentworth LLC.
(Privilege No. 1102270)

[O2012-6251]

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

SECTION 1. Permission and authority are hereby given and granted to 2201 South Wentworth LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) door swing on the public right-of-way adjacent to its

premises known as 2201 South Wentworth Avenue. Said door swing at South Wentworth Avenue measures three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102270 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

5512 South Hyde Park LLC.

[O2012-6025]

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

SECTION 1. Permission and authority are hereby given and granted to 5512 South Hyde Park LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) lawn sprinkler system under the public right-of-way adjacent to its premises known as 5512 -- 5214 South Hyde Park Boulevard. Said lawn sprinkler system at South Hyde Park Boulevard measures seventy-five (75) feet in length and one (1) foot in width for a total of seventy-five (75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101264 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* amendments to various ordinances passed by the City Council of the City of Chicago for grants of privilege in the public way. These ordinances were referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

Amy's Candy Bar.

[O2012-5796]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Amy's Candy Bar on May 9, 2012 and printed upon page 26786 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "the sum of Eighty and no/100 Dollars ($80.00) per annum, in advance" and inserting in their place the words: "the sum of Twenty-five and no/100 Dollars ($25.00) per annum, in advance."

SECTION 2. This ordinance amendment shall be in effect upon its passage.

Chatgris LLC.
(Bay Window)

[O2012-5948]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Chatgris LLC on July 28, 2010 and printed upon page 97731 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Xanazu, Inc." and inserting in their place the words: "Chatgris LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

Chatgris LLC.
(Facade)

[O2012-5951]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Chatgris LLC on September 8, 2010 and printed upon page 99407 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Xanazu, Inc." and inserting in their place the words: "Chatgris LLC".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

Sports World.

[O2012-5935]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Sports World on June 27, 2012 and printed upon page 30386 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100372 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance" and inserting in their place the words: "The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100372 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

GRANTS OF PRIVILEGE IN PUBLIC WAY FOR AWNINGS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith to authorize the issuance of permits to various applicants for the installation, maintenance and use of awnings. These ordinances was referred to the Committee on September 12, 2012.

This recommendation were concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

A New Era Jewelry & Coin.

[O2012-5743]

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

SECTION 1. Permission and authority are hereby given and granted to A New Era Jewelry & Coin, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent

to its premises known as 4359 West Diversey Avenue. Said awning at West Diversey Avenue and North Kostner Avenue measures forty-one point seven five (41.75) feet in length and two (2) feet in width for a total of eighty-three point five (83.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102383 herein granted the sum of Sixty-six and 75/100 Dollars ($66.75) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Amy's Candy Bar.

[O2012-5779]

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

SECTION 1. Permission and authority are hereby given and granted to Amy's Candy Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 4704 North Damen Avenue. Said awning at North Damen Avenue measures eight (8) feet in length and two (2) feet in width for a total of sixteen (16) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100625 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Antolak Management Company.

[O2012-5753]

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

SECTION 1. Permission and authority are hereby given and granted to Antolak Management Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 445 East Ohio Street. Said awning at East Ohio Street measures eighteen point three three (18.33) feet in length and six (6) feet in width for a total of one hundred nine point nine eight (109.98) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102133 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Bella Luna Cafe.

[O2012-5755]

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

SECTION 1. Permission and authority are hereby given and granted to Bella Luna Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 731 North Dearborn Street. Said awning at West Superior Street measures one (1) at forty-nine (49) feet in length and eight (8) feet in width for a total of three hundred ninety-two (392) square feet. Said awning at North Dearborn Street measures one (1) at eight (8) feet in length and three (3) feet in width for a total of twenty-four (24) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102811 herein granted the sum of One Hundred Twenty-four and no/100 Dollars ($124.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 14, 2012.

BMO Harris Bank.

[O2012-5771]

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

SECTION 1. Permission and authority are hereby given and granted to BMO Harris Bank,

upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) awnings projecting over the public right-of-way adjacent to its premises known as 558 West Diversey Parkway. Said awnings at West Diversey Parkway measure one (1) at eleven (11) feet in length and four (4) feet in width for a total of forty-four (44) square feet, one (1) at twenty-one point five eight (21.58) feet in length and two (2) feet in width for a total of forty-three point one six (43.16) square feet and one (1) at ten point eight three (10.83) feet in length and two (2) feet in width for a total of twenty-one point six six (21.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099379 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Brighton Mini Mart, Inc.

[O2012-5736]

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

SECTION 1. Permission and authority are hereby given and granted to Brighton Mini Mart, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2532 West 47th Street. Said awning at West 47th Street measures twenty-one (21) feet in length and three (3) feet in width for a total of sixty-three (63) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102583 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Broadway Festival LLC.

[O2012-5786]

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

SECTION 1. Permission and authority are hereby given and granted to Broadway Festival LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5300 North Broadway. Said awning at North Broadway measures one hundred twenty (120) feet in length and four (4) feet in width for a total of four hundred eighty (480) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102728 herein granted the sum of One Hundred Forty-five and no/100 Dollars ($145.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Bunches A Flower Shop.

[O2012-5766]

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

SECTION 1. Permission and authority are hereby given and granted to Bunches A Flower Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2456 North Lincoln Avenue. Said awning at North Lincoln Avenue measures fourteen (14) feet in length and two (2) feet in width for a total of twenty-eight (28) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102415 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Carniceria La Hacienda, Inc.

[O2012-5657]

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

SECTION 1. Permission and authority are hereby given and granted to Carniceria La Hacienda, Inc., upon the terms and subject to the conditions of this ordinance, to maintain

and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3459 West 59th Street. Said awning at West 59th Street measures fifty (50) feet in length and two (2) feet in width for a total of one hundred (100) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102825 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

The Carriage House.

[O2012-5720]

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

SECTION 1. Permission and authority are hereby given and granted to The Carriage House, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1700 West Division Street. Said awning at West Division Street measures five (5) feet in length and five (5) feet in width for a total of twenty-five (25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102513 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Century 21.

[O2012-5722]

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

SECTION 1. Permission and authority are hereby given and granted to Century 21, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1161 West Madison Street. Said awning at West Madison Street measures twenty-five (25) feet in length and two (2) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102688 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Chicago Art And Design Center.

[O2012-5659]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Art and Design Center, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3054 North Greenview Avenue. Said awning at North Greenview Avenue measures seventeen (17) feet in length and one point six seven (1.67) feet in width for a total of twenty-eight point three nine (28.39) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099278 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Crossroads Trading.

[O2012-5759]

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

SECTION 1. Permission and authority are hereby given and granted to Crossroads Trading, upon the terms and subject to the conditions of this ordinance, to construct, install,

maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2711 North Clark Street. Said awning at North Clark Street measures forty-seven (47) feet in length and four (4) feet in width for a total of one hundred eighty-eight (188) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098971 herein granted the sum of Seventy-two and no/100 Dollars ($72.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Cutz To Perfection.

[O2012-5728]

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

SECTION 1. Permission and authority are hereby given and granted to Cutz to Perfection, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 648 East 79th Street. Said awning at East 79th Street measures fourteen (14) feet in length and two (2) feet in width for a total of twenty-eight (28) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102447 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

CVS/Pharmacy No. 2942.

[O2012-5764]

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

SECTION 1. Permission and authority are hereby given and granted to CVS/Pharmacy Number 2942, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) awnings projecting over the public right-of-way adjacent to its premises known as 401 -- 405 West Armitage Avenue. Said awnings at West Armitage Avenue measure two (2) at fifteen point three three (15.33) feet in length and three (3) feet in width for a total of ninety-one point nine eight (91.98) square feet, one (1) at seven point three three (7.33) feet in length and three (3) feet in width for a total of twenty-one point nine nine (21.99) square feet and one (1) at ten point three three (10.33) feet in length and three (3) feet in width for a total of thirty point nine nine (30.99) square feet. Said awning at North Sedgwick Street measures one (1) at twelve point zero eight (12.08) feet in length and three (3) feet in width for a total of thirty-six point two four (36.24) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102434 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 2, 2012.

CVS/Pharmacy No. 2981.

[O2012-5761]

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

SECTION 1. Permission and authority are hereby given and granted to CVS/Pharmacy Number 2981, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) awnings projecting over the public right-of-way adjacent to its premises known as 1201 North State Parkway. Said awnings at West Division Street measure three (3) at eight point five (8.5) feet in length and three point two five (3.25) feet in width for a total of eighty-two point eight eight (82.88) square feet. Said awnings at North State Parkway measure two (2) at nine point three three (9.33) feet in length and three point two five (3.25) feet in width for a total of sixty point six five (60.65) square feet and one (1) at nine point five (9.5) feet in length and three point two five (3.25) feet in width for a total of thirty point eight eight (30.88) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100689 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

D. Angelo Pawners & Jewelers, Inc.

[O2012-5727]

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

SECTION 1. Permission and authority are hereby given and granted to D. Angelo Pawners & Jewelers, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6920 South Stony Island Avenue. Said awning at South Stony Island Avenue measures sixteen point three three (16.33) feet in length and two (2) feet in width for a total of thirty-two point six six (32.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102374 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Renato Delgadillo.

[O2012-5737]

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

SECTION 1. Permission and authority are hereby given and granted to Renato Delgadillo, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6601 South Pulaski Road. Said awning at South Pulaski Road measures thirty-two (32) feet in length and two (2) feet in width for a total of sixty-four (64) square feet.

The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1089637 herein granted the sum of Fifty-seven and no/100 Dollars ($57.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dental Sunshine.

[O2012-5741]

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

SECTION 1. Permission and authority are hereby given and granted to Dental Sunshine, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1803 South Throop Street. Said awning at South Throop Street measures twenty (20) feet in length and two (2) feet in width for a total of forty (40) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102472 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Doty Nash Funeral Home.

[O2012-5730]

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

SECTION 1. Permission and authority are hereby given and granted to Doty Nash Funeral Home, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 8620 South Stony Island Avenue. Said awning at South Stony Island Avenue measures forty-three (43) feet in length and five (5) feet in width for a total of two hundred fifteen (215) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102401 herein granted the sum of Sixty-eight and no/100 Dollars ($68.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 7, 2012.

El Mariachi, Inc.

[O2012-5770]

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

SECTION 1. Permission and authority are hereby given and granted to El Mariachi, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3443 -- 3445 North Broadway. Said awning at North Broadway measures thirty-five point two five (35.25) feet in length and one point five (1.5) feet in width for a total of fifty-two point eight eight (52.88) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101183 herein granted the sum of Sixty and 25/100 Dollars ($60.25) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Forever Yogurt Andersonville LLC.

[O2012-5788]

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

SECTION 1. Permission and authority are hereby given and granted to Forever Yogurt Andersonville LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 5309 North Clark Street. Said awning at North Clark Street measures twenty (20) feet in length and two (2) feet in width for a total of forty (40) square feet. The location of said privilege shall be as shown on print(s) kept on file with the

Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101399 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Gigi's Playhouse.

[O2012-5780]

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

SECTION 1. Permission and authority are hereby given and granted to Gigi's Playhouse, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3948 North Lincoln Avenue. Said awning at North Lincoln Avenue measures twenty-one point eight three (21.83) feet in length and two (2) feet in width for a total of forty-three point six six (43.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102320 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hairtech The Salon.

[O2012-5668]

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

SECTION 1. Permission and authority are hereby given and granted to Hairtech The Salon, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 6468 West North Avenue. Said awning at West North Avenue measures eighteen (18) feet in length and two (2) feet in width for a total of thirty-six (36) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102403 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hanami.

[O2012-5782]

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

SECTION 1. Permission and authority are hereby given and granted to Hanami, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3925 North Lincoln Avenue. Said awning at North Lincoln Avenue measures thirty-three (33) feet in length and two (2) feet in width for a total of sixty-six (66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102234 herein granted the sum of Fifty-eight and no/100 Dollars ($58.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hash House A Go Go.

[O2012-5756]

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

SECTION 1. Permission and authority are hereby given and granted to Hash House A Go Go, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) awnings projecting over the public right-of-way adjacent to its premises known as 1212 North State Parkway. Said awnings at North State Parkway measure one (1) at twenty-three point eight three (23.83) feet in length and three point five (3.5) feet in width for a total of eighty-three point four one (83.41) square feet and

one (1) at five point five (5.5) feet in length and sixteen (16) feet in width for a total of eighty-eight (88) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102261 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

I Dream Of Falafel.

[O2012-5754]

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

SECTION 1. Permission and authority are hereby given and granted to I Dream of Falafel, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 112 West Monroe Street. Said awning at West Monroe Street measures thirty (30) feet in length and three (3) feet in width for a total of ninety (90) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1092181 herein granted the sum of Fifty-five and no/100 Dollars ($55.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Irving Park Hand Carwash, Inc.

[O2012-5669]

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

SECTION 1. Permission and authority are hereby given and granted to Irving Park Hand Carwash, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 7413 West Irving Park Road. Said awning at West Irving Park Road measures twenty-five (25) feet in length and three (3) feet in width for a total of seventy-five (75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102638 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

John Gil Kong.

[O2012-5746]

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

SECTION 1. Permission and authority are hereby given and granted to John Gil Kong, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eleven (11) awnings projecting over the public right-of-way adjacent to its premises known as 2657 North Clybourn Avenue. Said awnings at North Clybourn Avenue measure four (4) at six point nine (6.9) feet in length and four (4) feet in width for a total of one hundred ten point four (110.4) square feet and one (1) at eight point three (8.3) feet in length and four (4) feet in width for a total of thirty-three point two (33.2) square feet. Said awnings at North Wolcott Avenue measure six (6) at eight point nine two (8.92) feet in length and four (4) feet in width for a total of two hundred fourteen point zero eight (214.08) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102639 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 1, 2012.

Lake Park Associates, Inc.

[O2012-5725]

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

SECTION 1. Permission and authority are hereby given and granted to Lake Park Associates, Inc., upon the terms and subject to the conditions of this ordinance, to construct,

install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 5226 South Harper Avenue. Said awning at South Harper Avenue measures twenty-seven point two five (27.25) feet in length and four (4) feet in width for a total of one hundred nine (109) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101895 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

LaSalle Towers Condominium Association.

[O2012-5751]

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle Towers Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1211 North LaSalle Drive. Said awning at North LaSalle Drive measures seven point four (7.4) feet in length and sixteen (16) feet in width for a total of one hundred eighteen point four (118.4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101793 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 8, 2009.

Lincoln Avenue Maid-Rite Diner.

[O2012-5757]

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Avenue Maid-Rite Diner, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2429 North Lincoln Avenue. Said awning at North Lincoln Avenue measures fifteen (15) feet in length and four (4) feet in width for a total of sixty (60) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102322 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Little Bunny No. 1 Frozen Yogurt LLC.

[O2012-5781]

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

SECTION 1. Permission and authority are hereby given and granted to Little Bunny Number 1 Frozen Yogurt LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) awnings projecting over the public right-of-way adjacent to its premises known as 3946 North Lincoln Avenue. Said awning at North Lincoln Avenue measures one (1) at twenty-five (25) feet in length and two (2) feet in width for a total of fifty (50) square feet. Said awning at North Damen Avenue measures one (1) at ten (10) feet in length and two (2) feet in width for a total of twenty (20) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102369 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Logan Square Building.
(3103 -- 3113 W. Logan Blvd.)

[O2012-5664]

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

SECTION 1. Permission and authority are hereby given and granted to Logan Square Building, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) awnings projecting over the public right-of-way adjacent to its premises known as 3103 -- 3113 West Logan Boulevard. Said awning at West Logan Boulevard measures one (1) at ten point nine two (10.92) feet in length and five point one five (5.15) feet in width for a total of fifty-six point two four (56.24) square feet. Said awning at West Logan Boulevard measures one (1) at eight point nine two (8.92) feet in length and five point one five (5.15) feet in width for a total of forty-five point nine four (45.94) square feet. Said awning at West Logan Boulevard measures one (1) at ten point zero four (10.04) feet in length and five point one five (5.15) feet in width for a total of fifty-one point seven one (51.71) square feet. Said awning at West Logan Boulevard measures one (1) at ten point three three (10.33) feet in length and five point one five (5.15) feet in width for a total of fifty-three point two (53.2) square feet. Said awning at West Logan Boulevard measures one (1) at fifteen point six (15.6) feet in length and five point one five (5.15) feet in width for a total of eighty point three four (80.34) square feet. Said awning at West Logan Boulevard measures one (1) at fifteen point three one (15.31) feet in length and five point one five (5.15) feet in width for a total of seventy-eight point eight five (78.85) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102792 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Logan Square Building.
(2557 -- 2569 N. Milwaukee Ave.)

[O2012-5666]

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

SECTION 1. Permission and authority are hereby given and granted to Logan Square Building, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) awnings projecting over the public right-of-way adjacent to its premises known as 2557 -- 2569 North Milwaukee Avenue. Said awning at North Milwaukee Avenue measures one (1) at fourteen point one two (14.12) feet in length and five point one five (5.15) feet in width for a total of seventy-two point seven two (72.72) square feet. Said awning at North Milwaukee Avenue measures one (1) at fourteen point one seven (14.17) feet in length and five point one five (5.15) feet in width for a total of seventy-two point nine eight (72.98) square feet. Said awning at North Milwaukee Avenue measures one (1) at eleven point two nine (11.29) feet in length and five point one five (5.15) feet in width for a total of fifty-eight point one four (58.14) square feet. Said awning at North Milwaukee Avenue measures one (1) at eleven point four two (11.42) feet in length and five point one five (5.15) feet in width for a total of fifty-eight point eight one (58.81) square feet. Said awning at North Milwaukee Avenue measures one (1) at nine point zero four (9.04) feet in length and five point one five (5.15) feet in width for a total of forty-six point five six (46.56) square feet. Said awning at North Milwaukee Avenue measures one (1) at ten point six seven (10.67) feet in length and five point one five (5.15) feet in width for a total of fifty-four point nine five (54.95) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102793 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Lovely, Too: A Bake Shop.

[O2012-5785]

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

SECTION 1. Permission and authority are hereby given and granted to Lovely, Too: A Bake Shop, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1138 West Bryn Mawr Avenue. Said awning measures twenty-six point zero eight (26.08) feet in length and five point five (5.5) feet in width for a total of one hundred forty-three point four four (143.44) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101581 herein granted the sum of Fifty-one and 08/100 Dollars ($51.08) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Magic Sign.

[O2012-5748]

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

SECTION 1. Permission and authority are hereby given and granted to Magic Sign, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2839 West Montrose Avenue. Said awning at West Montrose Avenue measures sixteen (16) feet in length and two (2) feet in width for a total of thirty-two (32) square feet.

The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1099019 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Mayra's Hair Salon.

[O2012-5660]

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

SECTION 1. Permission and authority are hereby given and granted to Mayra's Hair Salon, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2007 West Augusta Boulevard. Said awning at West Augusta Boulevard measures sixteen (16) feet in length and two (2) feet in width for a total of thirty-two (32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101986 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Metropolis Coffee Company.

[O2012-5784]

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

SECTION 1. Permission and authority are hereby given and granted to Metropolis Coffee Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1039 -- 1041 West Granville Avenue. Said awning at West Granville Avenue measures thirty-five (35) feet in length and three point five (3.5) feet in width for a total of one hundred twenty-two point five (122.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102379 herein granted the sum of Sixty and no/100 Dollars ($60.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 1, 2012.

Motorcycle Riding School.

[O2012-5745]

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

SECTION 1. Permission and authority are hereby given and granted to Motorcycle Riding School, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1400 North Halsted Street. Said awning at North Halsted Street measures twenty-three point seven five (23.75) feet in length and two point five (2.5) feet in width for a total of fifty-nine point three eight (59.38) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102375 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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PAWS Chicago.

[O2012-5758]

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

SECTION 1. Permission and authority are hereby given and granted to PAWS Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1933 North Marcey Street. Said awning at North Marcey Street measures thirteen point five eight (13.58) feet in length and two point five (2.5) feet in width for a total of thirty-three point nine five (33.95) square feet. The location of said privilege shall be as shown on print(s)

kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102171 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

PB Maltz.

[O2012-5749]

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

SECTION 1. Permission and authority are hereby given and granted to PB Maltz, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) awnings projecting over the public right-of-way adjacent to its premises known as 3810 -- 3812 West Lawrence Avenue. Said awnings at West Lawrence Avenue measure four (4) at six point four one (6.41) feet in length and one point three three (1.33) feet in width for a total of thirty-four point one (34.1) square feet and one (1) at six point four one (6.41) feet in length and two (2) feet in width for a total of twelve point eight two (12.82) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102200 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Pinky Nail Chicago, Inc.

[O2012-5721]

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

SECTION 1. Permission and authority are hereby given and granted to Pinky Nail Chicago, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1728 West Division Street. Said awning at West Division Street measures eighteen point eight three (18.83) feet in length and two (2) feet in width for a total of thirty-seven point six six (37.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1090778 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, to commence one (1) year after passage.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

PNC Bank.

[O2012-5740]

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

SECTION 1. Permission and authority are hereby given and granted to PNC Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) awnings projecting over the public right-of-way adjacent to its premises known as 1314 South Halsted Street. Said awnings at South Halsted Street measure one (1) at ten (10) feet in length and three point three three (3.33) feet in width for a total of thirty-three point three (33.3) square feet, one (1) at ten (10) feet in length and three point three three (3.33) feet in width for a total of thirty-three point three (33.3) square feet, one (1) at ten (10) feet in length and three point three three (3.33) feet in width for a total of thirty-three point three (33.3) square feet, one (1) at ten (10) feet in length and three point three three (3.33) feet in width for a total of thirty-three point three (33.3) square feet and one (1) at ten (10) feet in length and three point three three (3.33) feet in width for a total of thirty-three point three (33.3) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1091440 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 21, 2010.

Polka Sausage.

[O2012-5744]

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

SECTION 1. Permission and authority are hereby given and granted to Polka Sausage,

upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 2401 North Clybourn Avenue. Said awning at North Clybourn Avenue measures one (1) at twenty-four (24) feet in length and two (2) feet in width for a total of forty-eight (48) square feet. Said awning at West Fullerton Avenue measures one (1) at eighteen (18) feet in length and two (2) feet in width for a total of thirty-six (36) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102670 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Polo Retail Corporation.

[O2012-5750]

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

SECTION 1. Permission and authority are hereby given and granted to Polo Retail Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, thirty-five (35) awnings projecting over the public right-of-way adjacent to its premises known as 750 North Michigan Avenue. Said awnings at North Michigan Avenue measure two (2) at eleven point five (11.5) feet in length and two point one six (2.16) feet in width for a total of forty-nine point six eight (49.68) square feet. Said awnings at East Chicago Avenue measure two (2) at fifteen point six six (15.66) feet in length and two point one six (2.16) feet in width for a total of sixty-seven point six five (67.65) square feet. Said awning at East Chicago Avenue measures one (1) at twenty-two point five (22.5) feet in length and ten (10) feet in width for a total of two hundred twenty-five (225) square feet. Said awnings at East Chicago Avenue measure two (2) at five point nine one (5.91) feet

in length and two point one six (2.16) feet in width for a total of twenty-five point five three (25.53) square feet. Said awning at East Chicago Avenue measures one (1) at six point five (6.5) feet in length and twenty-four point zero eight (24.08) feet in width for a total of one hundred fifty-six point five two (156.52) square feet. Said awnings at North Michigan Avenue measure two (2) at five (5) feet in length and two point two (2.2) feet in width for a total of twenty-two (22) square feet. Said awnings at North Michigan Avenue measure two (2) at five (5) feet in length and two point one six (2.16) feet in width for a total of twenty-one point six (21.6) square feet. Said awnings at North Michigan Avenue measure two (2) at five (5) feet in length and two point one six (2.16) feet in width for a total of twenty-one point six (21.6) square feet. Said awnings at North Michigan Avenue measure seven (7) at five (5) feet in length and two point one six (2.16) feet in width for a total of seventy-five point six (75.6) square feet. Said awnings at North Michigan Avenue measure seven (7) at five (5) feet in length and two point one six (2.16) feet in width for a total of seventy-five point six (75.6) square feet. Said awnings at East Chicago Avenue measure seven (7) at five (5) feet in length and two point one six (2.16) feet in width for a total of seventy-five point six (75.6) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102386 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 8, 2012.

Randolph Adventures, Inc.

[O2012-5742]

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

SECTION 1. Permission and authority are hereby given and granted to Randolph Adventures, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) awnings projecting over the public right-of-way adjacent

to its premises known as 1335 West Randolph Street. Said awnings at West Randolph Street measure two (2) at twenty-seven point three three (27.33) feet in length and one point six six (1.66) feet in width for a total of ninety point seven four (90.74) square feet and one (1) at six point three three (6.33) feet in length and one point six six (1.66) feet in width for a total of ten point five one (10.51) square feet. Said awning at North Ada Street measures one (1) at thirteen point nine two (13.92) feet in length and one point five eight (1.58) feet in width for a total of twenty-one point nine nine (21.99) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102479 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Red Apple Convenience.

[O2012-5663]

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

SECTION 1. Permission and authority are hereby given and granted to Red Apple Convenience, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2000 West Chicago Avenue. Said awning at the corner of West Chicago Avenue and North Damen Avenue measures fifty (50) feet in length and two (2) feet in width for a total of one hundred (100) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098919 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Red Architech Ltd.

[O2012-5747]

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

SECTION 1. Permission and authority are hereby given and granted to Red Architech Ltd., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 929 North Damen Avenue. Said awning at North Damen Avenue measures eighteen point five eight (18.58) feet in length and one point six six (1.66) feet in width for a total of thirty point eight four (30.84) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101402 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Red Violet.

[O2012-5752]

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

SECTION 1. Permission and authority are hereby given and granted to Red Violet, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use seven (7) awnings projecting over the public right-of-way adjacent to its premises known as 121 West Hubbard Street. Said awnings at West Hubbard Street measure five (5) at fourteen point six seven (14.67) feet in length and three point two five (3.25) feet in width for a total of two hundred thirty-eight point three nine (238.39) square feet. Said awnings at North LaSalle Street measure two (2) at fourteen point six seven (14.67) feet in length and three point two five (3.25) feet in width for a total of ninety-five point three six (95.36) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101590 herein granted the sum of O ne Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Rogers Park Business Alliance.

[O2012-5790]

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

SECTION 1. Permission and authority are hereby given and granted to Rogers Park Business Alliance, upon the terms and subject to the conditions of this ordinance, to

construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1448 West Morse Avenue. Said awning at West Morse Avenue and North Greenview Avenue measures sixty-three point one six (63.16) feet in length and two (2) feet in width for a total of one hundred twenty-six point three two (126.32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097845 herein granted the sum of Eighty-eight and 16/100 Dollars ($88.16) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Saratoga USA.

[O2012-5775]

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

SECTION 1. Permission and authority are hereby given and granted to Saratoga USA, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) awnings projecting over the public right-of-way adjacent to its premises known as 4422 North Clark Street. Said awnings at North Clark Street measure one (1) at fifteen (15) feet in length and two (2) feet in width for a total of thirty (30) square feet, two (2) at seven (7) feet in length and two (2) feet in width for a total of twenty-eight (28) square feet, two (2) at fourteen (14) feet in length and two (2) feet in width for a total of fifty-six (56) square feet and one (1) at ten point one six (10.16) feet in length and two (2) feet in width for a total of twenty point three two (20.32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102457 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Sonny's Store.

[O2012-5789]

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

SECTION 1. Permission and authority are hereby given and granted to Sonny's Store, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 7001 North Sheridan Road. Said awning at North Sheridan Road measures forty-eight (48) feet in length and three (3) feet in width for a total of one hundred forty-four (144) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1093651 herein granted the sum of seventy-three ($73.00) per annum, to commence one (1) year after passage.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Taqueria Atotonilco No. 1.

[O2012-5738]

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

SECTION 1. Permission and authority are hereby given and granted to Taqueria Atotonilco Number 1, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3916 West 26th Street. Said awning at West 26th Street measures twenty (20) feet in length and two (2) feet in width for a total of forty (40) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102635 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Thai Classic Restaurant.

[O2012-5772]

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

SECTION 1. Permission and authority are hereby given and granted to Thai Classic Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain arid

use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3332 North Clark Street. Said awning at North Clark Street measures seven point five (7.5) feet in length and two (2) feet in width for a total of fifteen (15) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102046 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

United Loan Co., Inc.

[O2012-5724]

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

SECTION 1. Permission and authority are hereby given and granted to United Loan Co., Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) awnings projecting over the public right-of-way adjacent to its premises known as 224 East 51st Street. Said awning at East 51st Street measures one (1) at twenty-four (24) feet in length and six (6) feet in width for a total of one hundred forty-four (144) square feet. Said awning at East 51st Street measures one (1) at seven point two five (7.25) feet in length and six (6) feet in width for a total of forty-three point five (43.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102161 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Urba Baby.

[O2012-5718]

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

SECTION 1. Permission and authority are hereby given and granted to Urba Baby, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1751 West Division Street. Said awning at West Division Street measures fourteen point six six (14.66) feet in length and four (4) feet in width for a total of fifty-eight point six four (58.64) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102297 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Zizi's Kabobs.

[O2012-5769]

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

SECTION 1. Permission and authority are hereby given and granted to Zizi's Kabobs, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2825 North Sheffield Avenue. Said awning at North Sheffield Avenue measures sixteen (16) feet in length and two (2) feet in width for a total of thirty-two (32) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101563 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

2201 South Wentworth LLC.

[O2012-5739]

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

SECTION 1. Permission and authority are hereby given and granted to 2201 South Wentworth LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use seven (7) awnings projecting over the public right-of-way adjacent to its premises known as 2201 South Wentworth Avenue. Said awnings at South Wentworth Avenue measure three (3) at eighteen (18) feet in length and two point five (2.5) feet in width for a total of one hundred thirty-five (135) square feet, two (2) at fifteen (15) feet in length and two point five (2.5) feet in width for a total of seventy-five (75) square feet and two (2) at eight (8) feet in length and two point five (2.5) feet in width for a total of forty (40) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102268 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith for grants of privilege in the public way for the installation, maintenance and use of canopies. These ordinances were referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

Ambassador Condominium Homeowner Association.

[O2012-5836]

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

SECTION 1. Permission and authority are hereby given and granted to Ambassador Condominium Homeowner Association, upon the terms and subject to the conditions of this

ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1300 North State Parkway. Said canopy at North State Parkway measures twenty-one point seven (21.7) feet in length and ten (10) feet in width for a total of two hundred seventeen (217) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1091847 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 9, 2010.

Bloomingdales, Inc.
(Permit No. 1102523)

[O2012-5841]

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

SECTION 1. Permission and authority are hereby given and granted to Bloomingdales, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 600 North Wabash Avenue. Said canopy at North Wabash Avenue measures thirty-six point two five (36.25) feet in length and eleven (11) feet in width for a total of three hundred ninety-eight point seven five (398.75) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102523 herein granted the sum of Sixty-one and 25/100 Dollars ($61.25) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

Bloomingdales, Inc.
(Permit No. 1102522)

[O2012-5842]

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

SECTION 1. Permission and authority are hereby given and granted to Bloomingdales, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, sixteen (16) canopies projecting over the public right-of-way adjacent to its premises known as 600 North Wabash Avenue. Said canopies at East Ohio Street measure five (5) at three (3) feet in length and four point five (4.5) feet in width for a total of sixty-seven point five (67.5) square feet. Said canopies at East Ontario Street measure five (5) at three (3) feet in length and four point five (4.5) feet in width for a total of sixty-seven point five (67.5) square feet. Said canopies at North Wabash Avenue measure six (6) at thirty (30) feet in length and four point five (4.5) feet in width for a total of eight hundred ten (810) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102522 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 31, 2012.

The Chicago Club.

[O2012-5824]

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

SECTION 1. Permission and authority are hereby given and granted to The Chicago Club, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 81 East Van Buren Street. Said canopy at East Van Buren Street measures nineteen (19) feet in length and fifteen (15) feet in width for a total of two hundred eighty-five (285) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102826 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 20, 2012.

Crosby's Kitchen.

[O2012-5653]

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

SECTION 1. Permission and authority are hereby given and granted to Crosby's Kitchen, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 3455 North Southport Avenue. Said canopy at corner of North Southport Avenue and West Cornelia Avenue measures one hundred two (102) feet in length and six (6) feet in width for a total of six hundred twelve (612) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101900 herein granted the sum of One Hundred Twenty-seven and no/100 Dollars ($127.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

D.G. Hurley Company, Inc.

[O2012-5830]

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

SECTION 1. Permission and authority are hereby given and granted to D.G. Hurley Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 3620 West North Avenue. Said canopy at West North Avenue

measures fifty (50) feet in length and three (3) feet in width for a total of one hundred fifty (150) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102761 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after August 29, 2012.

Fitplex.

[O2012-5844]

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

SECTION 1. Permission and authority are hereby given and granted to Fitplex, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1235 North LaSalle Drive. Said canopy at North LaSalle Drive measures fourteen point six (14.6) feet in length and four point nine (4.9) feet in width for a total of seventy-one point five four (71.54) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102488 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 27, 2012.

The Heritage At Millennium Park Condominium Association.

[O2012-5852]

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

SECTION 1. Permission and authority are hereby given and granted to The Heritage at Millennium Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 130 North Garland Court. Said canopy at North Garland Court measures fifty-two point eight three (52.83) feet in length and thirteen (13) feet in width for a total of six hundred eighty-six point seven nine (686.79) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1098006 herein granted the sum of Seventy-seven and 83/100 Dollars ($77.83) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 25, 2011.

Hotel Lincoln Park Owner LLC.

[O2012-5674]

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

SECTION 1. Permission and authority are hereby given and granted to Hotel Lincoln Park Owner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1816 North Clark Street. Said canopy at North Clark Street measures twenty-two point eight three (22.83) feet in length and fourteen point seven five (14.75) feet in width for a total of three hundred thirty-six point seven four (336.74) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1097901 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Kathy De's.

[O2012-5648]

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

SECTION 1. Permission and authority are hereby given and granted to Kathy De's, upon

the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 3642 South Parnell Avenue. Said canopy at South Parnell Avenue measures twenty-five (25) feet in length and two point two five (2.25) feet in width for a total of fifty-six point two five (56.25) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1096725 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Northwestern Memorial Hospital.

[O2012-5855]

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) canopies projecting over the public right-of-way adjacent to its premises known as 221 East Huron Street. Said canopies at East Huron Street measure one (1) at thirty-two (32) feet in length and twenty (20) feet in width for a total of six hundred forty (640) square feet, one (1) at twenty-four (24) feet in length and sixteen (16) feet in width for a total of three hundred eighty-four (384) square feet, one (1) at twenty-four (24) feet in length and sixteen (16) feet in width for a total of three hundred eighty-four (384) square feet and one (1) at twenty-three (23) feet in length and sixteen (16) feet in width for a total of three hundred sixty-eight (368) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102573 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 13, 2012.

Old Navy.

[O2012-5857]

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

SECTION 1. Permission and authority are hereby given and granted to Old Navy, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) canopies projecting over the public right-of-way adjacent to its premises known as 150 North State Street. Said canopies at North State Street measure two (2) at eleven point six seven (11.67) feet in length and three point six seven (3.67) feet in width for a total of eighty-five point six six (85.66) square feet. Said canopies at Randolph Street measure two (2) at eleven point six seven (11.67) feet in length and three point six seven (3.67) feet in width for a total of eighty-five point six six (85.66) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101842 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Orso's Restaurant.

[O2012-5680]

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

SECTION 1. Permission and authority are hereby given and granted to Orso's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) canopies projecting over the public right-of-way adjacent to its premises known as 1401 North Wells Street. Said canopy at North Wells Street measures one (1) at thirty-four (34) feet in length and one point six seven (1.67) feet in width for a total of fifty-six point seven eight (56.78) square feet. Said canopy at West Schiller Street measures one (1) at seventy-seven point five (77.5) feet in length and one point six seven (1.67) feet in width for a total of one hundred twenty-nine point four three (129.43) square feet. Said canopy at West Schiller Street measures one (1) at twenty-three (23) feet in length and one point six seven (1.67) feet in width for a total of thirty-eight point four one (38.41) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102675 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 5, 2012.

Potbelly Sandwich Works LLC.

[O2012-5683]

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

SECTION 1. Permission and authority are hereby given and granted to Potbelly Sandwich Works LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2264 North Lincoln Avenue. Said canopy at North Lincoln Avenue measures fourteen (14) feet in length and three (3) feet in width for a total of forty-two (42) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102630 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after August 31, 2012.

River View Condominium Association.
(Privilege No. 1102288)

[O2012-5858]

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

SECTION 1. Permission and authority are hereby given and granted to River View Condominium Association, upon the terms and subject to the conditions of this ordinance, to

maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 415 East North Water Street. Said canopy at East North Water Street measures eight (8) feet in length and six (6) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102288 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

River View Condominium Association.
(Privilege No. 1102554)

[O2012-5860]

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

SECTION 1. Permission and authority are hereby given and granted to River View Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) canopies projecting over the public right-of-way adjacent to its premises known as 415 East North Water Street. Said canopies at East North Water Street measure two (2) at eight (8) feet in length and six (6) feet in width for a total of ninety-six (96) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102554 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 19, 2012.

Studio Merchandise, Inc.

[O2012-5651]

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

SECTION 1. Permission and authority are hereby given and granted to Studio Merchandise, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1017 West Washington Boulevard. Said canopy at North Carpenter Street measures seventy point five (70.5) feet in length and fourteen point five eight (14.58) feet in width for a total of one thousand twenty-seven point eight nine (1,027.89) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102830 herein granted the sum of Ninety-five and 50/100 Dollars ($95.50) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2012.

Taco Joint.

[O2012-5684]

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

SECTION 1. Permission and authority are hereby given and granted to Taco Joint, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1969 North Halsted Street. Said canopy at North Halsted Street measures twenty (20) feet in length and one point five (1.5) feet in width for a total of thirty (30) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102481 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Viaggio.

[O2012-5673]

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

SECTION 1. Permission and authority are hereby given and granted to Viaggio, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1330 West Madison Street. Said canopy at West Madison Street measures twenty-seven (27) feet in length and five (5) feet in width for a total of one hundred thirty-five (135) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102376 herein granted the sum of Fifty-two and no/100 Dollars ($52.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 1, 2012.

West 77.

[O2012-5861]

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

SECTION 1. Permission and authority are hereby given and granted to West 77, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 77 West Huron Street. Said canopy at West Huron Street measures forty-four (44) feet in length and seven (7) feet in width for a total of three hundred eight (308) square feet.

The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102188 herein granted the sum of Sixty-nine and no/100 Dollars ($69.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

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550 West Washington Property LLC.

[O2012-5863]

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

SECTION 1. Permission and authority are hereby given and granted to 550 West Washington Property LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) canopies projecting over the public right-of-way adjacent to its premises known as 550 West Washington Boulevard. Said canopy at West Washington Boulevard measures one (1) at fifty point five (50.5) feet in length and five (5) feet in width for a total of two hundred fifty-two point five (252.5) square feet. Said canopy at North Clinton Street measures one (1) at forty-five point five (45.5) feet in length and five (5) feet in width for a total of two hundred twenty-seven point five (227.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number1102527 herein granted the sum of One Hundred Forty-six and no/100 Dollars ($146.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

AMENDMENT OF GRANT OF PRIVILEGE TO BANDERA FOR CANOPY.
[O2012-5943]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Bandera on June 27, 2012 and printed upon page 30440 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting the words: "537 North Michigan Avenue" and inserting in their place the words: "535 North Michigan Avenue". This ordinance was referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Meli, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Bandera on June 27, 2012 and printed upon page 30440 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "537 North Michigan Avenue" and inserting in their place the words: "535 North Michigan Avenue".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

GRANTS OF PRIVILEGE IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances herewith for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes. These ordinances were referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following are said ordinances as passed (italic heading in each case not being a part of the ordinance):

Blue Agave.

[O2012-5792]

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

Permission and authority are hereby given and granted to Blue Agave, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1050 North State Street. Said sidewalk cafe area shall be eighty-eight (88) feet in length and ten (10) feet in width for a total of eight hundred eighty (880) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:30 A.M. to 11:00 P.M.

Compensation: $2,024.00/Seating Capacity: 70.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102819 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

Blue Agave Tequila Bar & Restaurant.

[O2012-5794]

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

Permission and authority are hereby given and granted to Blue Agave Tequila Bar & Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 579 West Kinzie Street. Said sidewalk cafe area shall be ninety (90) feet in length and ten (10) feet in width for a total of nine hundred (900) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:30 A.M. until 10:00 P.M.

Compensation: $990.00/Seating Capacity: 60.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102911 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

Burger Joint.

[O2012-5795]

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

Permission and authority are hereby given and granted to Burger Joint, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 675 North Franklin Street. Said sidewalk cafe area Number 1 shall be eleven (11) feet in length and six (6) feet in width and side walk cafe area Number 2 shall be twelve point five (12.5) feet in length and six (6) feet in width for a total of one hundred forty-one (141) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Franklin Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 8:00 P.M.
Friday and Saturday, 11:00 A.M. to 10:00 P.M.

Compensation: $600.00/Seating Capacity: 12.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102816 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

Crosby's Kitchen.

[O2012-5647]

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

Permission and authority are hereby given and granted to Crosby's Kitchen, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right- of-way for a sidewalk cafe adjacent to its premises located at 3455 -- 3457 North Southport Avenue. Said sidewalk cafe area Number 1 shall be forty-three point zero eight (43.08) feet in length and nine point five (9.5) feet in width and sidewalk cafe area Number 2 shall be fifty-two (52) feet in length and ten point seven five (10.75) feet in width for a total of nine hundred sixty-eight point two six (968.26) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Southport Avenue and West Cornelia Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 10:00 A.M. to 10:00 P.M.
Monday through Thursday, 11:30 A.M. to 10:00 P.M.
Friday, 11:30 A.M. to 11:00 P.M.
Saturday, 10:00 A.M. to 11:00 P.M.

Compensation: $1,065.09/Seating Capacity: 60.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102817 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

Fat Pour.

[O2012-5797]

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

Permission and authority are hereby given and granted to Fat Pour, upon the terms and

subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2005 -- 2007 West Division Street. Said sidewalk cafe area shall be thirty-seven point four two (37.42) feet in length and fourteen point five (14.5) feet in width for a total of five hundred forty-two point five nine (542.59) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Division Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 4:00 P.M. until 11:00 P.M.
Friday, 11:00 A.M. until 11:00 P.M.
Saturday, 11:00 A.M. until 12:00 Midnight
Sunday, 11:00 A.M. until 11:00 P.M.

Compensation: $600.00/Seating Capacity: 64.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102933 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

Garden Grill Inn.

[O2012-5645]

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

Permission and authority are hereby given and granted to Garden Grill Inn, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3129 West Armitage Avenue. Said sidewalk cafe area shall be eleven point six seven (11.67) feet in length and ten point five (10.5) feet in width for a total of one hundred twenty-two point five four (122.54) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Armitage Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: $600.00/Seating Capacity: 20.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102314 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

Kroll's South Loop.

[O2012-5800]

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

Permission and authority are hereby given and granted to Kroll's South Loop, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1736 South Michigan Avenue. Said sidewalk cafe area shall be twenty-six (26) feet in length and five point three three (5.33) feet in width for a total of one hundred thirty-eight point five eight (138.58) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: $600.00 Seating Capacity: 16.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102930 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

Noodles & Company.

[O2012-5811]

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

Permission and authority are hereby given and granted to Noodles & Company, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 180 North Michigan Avenue. Said sidewalk cafe area shall be twenty-two point two five (22.25) feet in length and eight point five eight (8.58) feet in width for a total of one hundred ninety point nine one (190.91) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: $859.07 Seating Capacity: 12.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102935 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

South Coast.

[O2012-5816]

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

Permission and authority are hereby given and granted to South Coast, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1700 South Michigan Avenue. Said sidewalk cafe area shall be sixteen point six seven (16.67) feet in length and four (4) feet in width for a total of sixty-six point six eight (66.68) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 4:30 P.M. to 11:00 P.M.
Friday, 4:30 P.M. to 12:00 A.M.
Saturday, 12:00 P.M. to 12:00 A.M.
Sunday, 12:00 P.M. to 10:00 P.M.

Compensation: $600.00/Seating Capacity: 12.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102934 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

Sunny Side Up.

[O2012-5820]

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

Permission and authority are hereby given and granted to Sunny Side Up, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 42 East Superior Street. Said sidewalk cafe area shall be twenty point eight three (20.83) feet in length and thirteen point zero eight (13.08) feet in width for a total of two hundred seventy-two point four six (272.46) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: $626.65/Seating Capacity: 24.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102815 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2012 through and including December 1, 2012.

AMENDMENT OF GRANTS OF PRIVILEGE FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* amendments to various ordinances passed by the City Council of the City of Chicago for sidewalk cafes. These ordinances were referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

Artist's Snack Shop.

[O2012-5954]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Artist's Snack Shop on May 9, 2012 and printed upon page 26993 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "sidewalk cafe area Number 1 shall be twenty-five point four two (25.42) feet in length and ten point nine two (10.92) feet in width and sidewalk cafe area Number 2 shall be twenty-five point four two (25.42) feet in length and ten point nine two (10.92) feet in width for a total of five hundred fifty-five point one seven (555.17) square feet . . . Seating Capacity: 40 . . . Compensation: $999.31" and inserting in their place the words: "sidewalk cafe area Number 1 shall be sixty-six point five (66.5) feet in length and fourteen point seven five (14.75) feet in width for a total of nine hundred eighty and eight eight (980.88) square feet . . . Seating Capacity: 75 . . . Compensation: $1,765.58".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

Milwood.

[O2012-5965]

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

SECTION 1. Amend ordinance passed May 9, 2012 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 27185) by striking: "Milwood" and inserting in lieu thereof: "Antique Taco".

CONSTRUCTION, EASEMENT AND MAINTENANCE AGREEMENT WITH 400-410 MICHIGAN REAL ESTATE LLC FOR RENOVATION OF WRIGLEY PLAZA.

[O2012-5687]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to permit the developer to perform various structural renovations, repairs, reconstruction, granite paving system installation, construction staging at the staging area, and maintenance and operation of Wrigley Plaza as required. This ordinance was referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the sixty-six (66) foot wide dedicated public right-of-way known as "East North Water Street" bounded on the north and south by the towers that comprise the Wrigley Building, on the east by the west line of North Michigan Avenue and on the west by the east line of North Rush Street. Certain of the air space immediately over said portion of East North Water Street has been constructed with a City-owned public way plaza bridge ("Wrigley Plaza"). The area of said East North Water Street underneath Wrigley Plaza is primarily utilized for public vehicular traffic; and

WHEREAS, Wrigley Plaza was originally constructed pursuant to ordinances adopted by the Chicago City Council on April 5, 1923 (published at pages 2360 -- 2361 of the City Council *Journal of the Proceedings of the City Council of the City of Chicago*), July 12, 1956 (published at page 3009 of the City Council *Journal of the Proceedings of the City Council of the City of Chicago*) (the "1956 Ordinance") and April 10, 1957 (published at page 4702 of the City Council *Journal of the Proceedings of the City Council of the City of Chicago*); and

WHEREAS, Pursuant to the 1956 Ordinance, the City agreed that it would, at the City's own cost and expense, maintain and keep Wrigley Plaza in a good state of repair; and

WHEREAS, 400 -- 410 Michigan Real Estate LLC, a Delaware limited liability company authorized to do business in Illinois (the "Developer") is the owner of the towers located at 400 -- 410 North Michigan Avenue, Chicago, Illinois, commonly known as the "Wrigley Building"; and

WHEREAS, Wrigley Plaza is in need of significant rehabilitation, reconstruction and renovation. The City does not have funds to pay for such necessary work. The City, therefore desires to facilitate said rehabilitation, reconstruction, renovation and the future maintenance and repair of Wrigley Plaza by the Developer in an effort to reduce the City's ongoing maintenance obligations and liabilities, cause significant capital improvements to be undertaken at private expense, improve pedestrian access to Wrigley Plaza, and improve public facilities and resources, in exchange for granting to the Developer certain easement rights benefiting the Wrigley Building as consideration therefor by entering into a Construction, Easement and Maintenance Agreement ("CEMA Agreement"); and

WHEREAS, On July 9, 2012, the City and Developer entered into a right-of-entry agreement thereby granting access to the Wrigley Plaza to the Developer solely for the purpose of permitting the Developer to enter onto the Wrigley Plaza, and onto the lower level of East North Water Street and lower Michigan Avenue beneath and/or adjacent to the Wrigley Plaza (for staging purposes only), all for the purposes of performing such structural

renovations, repairs, reconstruction, granite paving system installation, construction staging at the staging area, and maintenance and operation of the Wrigley Plaza and staging area pursuant to the Developer's Wrigley Plaza reconstruction and rehabilitation plans as required by the City's Department of Transportation ("CDOT"), and for no other purpose; and

WHEREAS, The right-of-entry agreement expires on October 6, 2012. The CEMA Agreement shall allow the Developer to (1) continue with the renovation project to completion and issuance of a certificate of completion; (2) maintain and repair certain City improvements to be constructed by the Developer; and (3) grant easement rights over certain permitted improvements and developer improvements, all defined in the CEMA Agreement; and

WHEREAS, The City shall retain ownership of Wrigley Plaza, as reconstructed, rehabilitated, and renovated as a public plaza and right-of-way; (i) the Developer shall thereafter maintain and repair Wrigley Plaza; and (ii) the City shall grant certain easement rights to the Developer in and to Wrigley Plaza for the Developer's installation of certain developer improvements (as defined in the CEMA Agreement), and to portions of City-owned property adjacent to the Wrigley Building, which together, are all intended to off-set the cost of the renovation project and the Developer's future maintenance of Wrigley Plaza; and

WHEREAS, The renovation project and future maintenance and repair by the Developer, at its sole cost and expense, of Wrigley Plaza, will, among other things, improve the structural integrity and safety of Wrigley Plaza, improve the appearance of Wrigley Plaza, and enhance pedestrian accessibility between North Michigan Avenue and areas to the west; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation (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 Construction, Easement and Maintenance Agreement ("CEMA Agreement") substantially in the form attached hereto as Exhibit A, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the CEMA Agreement, with any such amendments, changes, deletions and insertions as shall be authorized by the persons executing the CEMA Agreement, with the approval of the City's Corporation Counsel.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. 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)

Construction, Easement And Maintenance Agreement.

Wrigley Plaza.

This **CONSTRUCTION, EASEMENT AND MAINTENANCE AGREEMENT** ("Agreement") is made as of the day of , 2012, by and between the **CITY OF CHICAGO**, by and through its Department of Transportation ("CDOT"), an Illinois municipal corporation and home rule unit of government ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **400-410 MICHIGAN REAL ESTATE, LLC**, a Delaware limited liability company authorized to do business in Illinois (the "Developer"), whose local corporate offices are located at 401 North Michigan Avenue, Suite 3100, Chicago, Illinois 60611. As used in this Agreement, "Developer" shall also include, and this Agreement shall be binding upon, Developer's successors and assigns, as described in Section 5.13 below. The City and Developer together shall be referred to herein from time to time as the "Parties".

RECITALS

A. The City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The Developer is the owner of the towers located at 400-410 North Michigan Avenue, Chicago, Illinois, commonly known as the "Wrigley Building" and legally described on Exhibit A attached hereto.

C. The City is the owner of the sixty six (66) foot wide dedicated public right of way known as "East North Water Street" bounded on the north and south by the towers that comprise the Wrigley Building, on the east by the west line of North Michigan Avenue and on the west by the east line of North Rush Street. Certain of the air space immediately over said portion of East North Water Street has been constructed with a City-owned public way plaza bridge ("Wrigley Plaza"), as more fully described on Exhibit B attached hereto. The area of said East North Water Street underneath Wrigley Plaza is primarily utilized for public vehicular traffic.

D. Wrigley Plaza was originally constructed pursuant to ordinances adopted by the Chicago City Council on April 5, 1920 (published at pages 2360-2361 of the City Council Journal of Proceedings), July 12, 1956 (published at page 3009 of the City Council Journal of Proceedings)(the "1956 Ordinance") and April 10, 1957 (published at page 4702 of the City Council Journal of Proceedings)

E. Pursuant to that 1956 Ordinance, the City agreed that it would, at the City's own cost and expense, maintain and keep Wrigley Plaza in a good state of repair

F. Wrigley Plaza is in need of significant rehabilitation, reconstruction and renovation. The City does not have funds to pay for such necessary work. The City therefore desires to facilitate said rehabilitation, reconstruction, renovation and the future maintenance and repair of Wrigley Plaza by the Developer in an effort to reduce the City's ongoing maintenance obligations and liabilities, cause significant capital improvements to be undertaken at private expense, improve pedestrian access to Wrigley Plaza, and improve public facilities and resources, in exchange for granting to the Developer certain easement rights benefiting the Wrigley Building as consideration therefor by entering into this Agreement.

G. On July 9, 2012, the Parties entered into a "Right of Entry Agreement" thereby granting access to the Wrigley Plaza to the Developer and its contractor, Power Construction Company, LLC, an Illinois corporation, having its offices at 2360 North Palmer Drive, Schaumburg, Illinois 60173 ("POWER"), solely for the purpose of permitting the Developer and POWER to enter onto the Wrigley Plaza, and onto the lower level of East North Water Street and lower Michigan Avenue beneath and/or adjacent to the Wrigley Plaza (for staging purposes only) (the "Staging Area"), all for the purposes of performing such structural renovations, repairs, reconstruction, granite paving system installation, construction staging at the Staging Area (the Renovation Project"), and maintenance and operation of the Wrigley Plaza and Staging Area pursuant to the Developer's Wrigley Plaza reconstruction and rehabilitation plans, in accordance with the "Scope of Work and Plans," as more fully described on **Exhibit C (as subsequently updated on August 9, 2012)**, attached hereto, and as may be required by CDOT, and for no other purpose. The Right of Entry Agreement expires on October 6, 2012; and

H. This Agreement shall allow the Developer to (i) continue with the Renovation Project to completion and issuance of the Certificate (as defined herein); (ii) maintain and repair the City Improvements (defined herein); and (i) grant easement rights over the Permitted Improvements and Developer Improvements (all defined herein) to the Developer.

I. As more particularly described below, the Parties desire that (i) the City shall retain ownership of Wrigley Plaza, as reconstructed, rehabilitated, and renovated in accordance with the Scope of Work and Plans, as a public plaza and right of way; (ii) notwithstanding such

retained City ownership, the Developer shall thereafter maintain and repair Wrigley Plaza; and (iii) the City shall grant certain easement rights, as more particularly described below, to the Developer in and to Wrigley Plaza for the Developer's installation of certain Developer Improvements (as defined in Section 2.1.2 herein), and to portions of City-owned property adjacent to the Wrigley Building, which together are all intended to offset the cost of the Renovation Project and the Developer's future maintenance of Wrigley Plaza.

J. The Renovation Project and future maintenance and repair by the Developer, at its sole cost and expense, of Wrigley Plaza, as described further below, will, among other things, improve the structural integrity and safety of Wrigley Plaza, improve the appearance of Wrigley Plaza, and enhance pedestrian accessibility between North Michigan Avenue and areas to the west.

K. The City Council of the City, by ordinance adopted October , 2012 ("Ordinance"), authorized the City's execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of them hereby covenant and agree with the other as follows:

SECTION 1
INCORPORATION OF RECITALS AND EXHIBITS

The recitals set forth above (including, without limitation, the definitions set forth therein), and the exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2
THE RENOVATION PROJECT

2.1 Scope of Work and Plans; City Work to Other Components. The Developer shall conduct the Renovation Project in accordance with the Scope of Work and Plans described in Exhibit C, which have been previously approved by CDOT. No material deviation from the Scope of Work and Plans shall be made without the prior written approval of CDOT. The Scope of Work and Plans shall substantially conform to the terms of this Agreement and applicable federal, state and local laws, ordinances and regulations. The Renovation Project consists of work to be performed by the Developer and POWER, consisting of the components described and defined in Sections 2.1.1 and 2.1.2 below as the "City Improvements" and the "Developer Improvements." The Renovation Project does not include work to the following components, which shall remain owned and maintained by the City: (i) lighting on the underside of the Wrigley Plaza bridge deck to illuminate lower East North Water Street (the "Lower Level Street Lights"); and (ii) any other utility facilities located on or attached to the underside of the Wrigley

Plaza bridge deck. The City shall be responsible for the removal and replacement of the Lower Level Street Lights, which shall be conducted at the City's expense.

2.1.1 City Improvements. The City Improvements consist of that certain portion of the Renovation Project reconstruction, rehabilitation, and Wrigley Plaza that are, and shall remain after completion, owned by the City, but maintained by the Developer, at the Developer's expense, as described in Section 3.1, including without limitation the following (collectively, the "City Improvements"): (i) horizontal steel framing supporting the pedestrian bridge; (ii) concrete structural slab and connections of the slab to the horizontal steel framing supporting the bridge; (iii) waterproofing membrane and expansion joints where such joints form a boundary between sections of the bridge deck or between the bridge deck and the Wrigley Building; and (iv) existing vertical system components of the public drainage system, generally located at the northwest corner of Wrigley Plaza and the connection to the primary storm drainage system.

2.1.2 Developer Improvements. As part of the Renovation Project, the Developer intends to install non-standard components, which shall be part of the City easement granted pursuant to this Agreement, including those terms and conditions set forth in Section 4.1 herein, and such components shall be owned and maintained by the Developer, including the following (collectively, the "Developer Improvements"): (i) a phased installation of granite paver system, including setting bed and integral trench drains and expansion joints between the granite paver system and the Wrigley Building, as more fully set forth in Exhibit C; (ii) storm drainage system rain bodies and horizontal sections of storm drainage system, which are to be attached directly to the Wrigley Plaza bridge deck; (iii) utility facilities serving the Wrigley Building currently or to be attached to the Wrigley Plaza bridge deck; (iv) light fixtures installed in the Wrigley Plaza bridge deck to illuminate the Wrigley Building; and (v) bollards to restrict vehicle traffic on the Wrigley Plaza bridge deck. To the extent the Developer does not elect to install or elects to remove the Developer Improvements, the Developer shall restore Wrigley Plaza and install such standard components as shall be required pursuant to CDOT standards.

2.2 Renovation Budget. The Developer has prepared a budget of the costs of performing the Renovation Project, set forth on Exhibit D (the "Renovation Budget"), which has been approved by the City. The cost of the City Improvements is estimated at $1,993,775 (the "City Improvement Project Cost"). Any increase to the City Improvement Project Cost of more than ten percent (10%) requires prior written approval of CDOT.

2.3 Schedule. The Developer has prepared the preliminary schedule for the Renovation Project, set forth on Exhibit E (the "Schedule"), which has been approved by CDOT. Any delay from the final completion date for the Renovation Project set forth in the Schedule shall be subject to the terms and conditions set forth in Sections 5.9 and 5.10 of this Agreement. Pursuant to permits issued by the City and the Right of Entry Agreement, the Developer and POWER have commenced, and shall diligently pursue, construction of the Renovation Project through the issuance of the Certificate, as defined in Section 2.7 herein.

2.4 Payment of Renovation Project Cost. The Developer shall pay for and complete the Renovation Project at its sole cost and expense. As consideration for the Developer's agreement to perform the obligations under this Agreement with respect to the Renovation Project, including specifically the City Improvements, and the ongoing maintenance and repair of Wrigley Plaza during the Term of this Agreement (as defined in Section 4.1), the City is granting the easement rights set forth in Section 4 of this Agreement at no cost to the Developer, the appraised value of which is less than the aggregate of the City Improvement costs and the ongoing maintenance costs to be incurred by the Developer during the Term of this Agreement.

2.5 Selection of General Contractor; Bonding Requirements. The City has previously approved the Developer's retention of POWER as the general contractor (the "General Contractor") for the Renovation Project. Any change to the General Contractor prior to completion of the Renovation Project shall require the prior approval of CDOT. The General Contractor performing the Renovation Project shall be bonded for its respective performance and payment sureties having an AA rating or better using American Institute of Architect's Form No 311 or its equivalent. The City shall be named as an obligee or co obligee on such bond(s). The Developer has previously provided, and CDOT has previously approved, a bridge surety bond in the amount of Five Hundred Thousand and no/100 Dollars ($500,000), which bond shall remain in place (or be replaced with a bond of equivalent terms, and subject to CDOT approval) until completion of the Renovation Project, as evidenced by the issuance of the Certificate (as defined below). The Developer shall provide CDOT with copies of such replacement bonds and any future bonds required under this Agreement upon their issue.

2.6 Close-out of Renovation Project. Following the substantial completion of the Renovation Project in accordance with the Scope of Work and Plans, the Developer and General Contractor shall provide CDOT with appropriate owner and general contractor sworn statements, a general waiver of lien from the General Contractor and Developer, and partial waivers or releases of lien from subcontractors. Following the final completion of the Renovation Project, the Developer shall deliver to the City a sworn statement from the Developer and the General Contractor, a general waiver of lien from Developer and the General Contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Renovation Project. In addition, the Developer shall deliver to the CDOT copies of any manufacturer's or other warranties provided by material suppliers or from subcontractors for the City Improvements, and shall deliver, or cause POWER, or any other General Contractor approved by CDOT, to deliver in electronic and hard copy formats, as-built plans and manufacturers' product data sheets of the materials and components used for the City Improvements and the Developer Improvements.

2.7 Certificate of Completion. Upon completion of construction of the Renovation Project in accordance with the Scope of Work and Plans and to the reasonable satisfaction of the Commissioner of CDOT or his designee, CDOT, upon written request by the Developer, shall promptly undertake an inspection of the Renovation Project and thereafter provide the Developer either with a recordable Certificate of Completion ("Certificate") evidencing that the Developer

has completed the Renovation Project, or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to perform in order to obtain the Certificate. The Developer shall promptly, but in all events within sixty (60) days after issuance of CDOT's written statement, correct or commence to correct any such nonconformity or default, subject to permitted delays pursuant to Section 5.9 or such additional cure period, if any, pursuant to Section 5.10, and as CDOT may consent to, in its sole discretion. Upon compliance with CDOT's requirements, the Developer shall resubmit a written request for a Certificate from the City. The City's issuance of the Certificate shall evidence the City's acknowledgment that the Developer has completed the Renovation Project and the City's acceptance of the turnover and ownership of the City Improvements. The Certificate shall not constitute evidence that the Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Renovation Project, nor shall it serve as a "guaranty" of the structural soundness or quality of the construction of the Renovation Project.

SECTION 3
MAINTENANCE AND REPAIR OF WRIGLEY PLAZA

After issuance of the Certificate by the City, the Developer shall comply with the covenants set forth in this Section 3 and the other provisions of this Agreement applicable to the maintenance and repair of Wrigley Plaza, all of which shall run with, and be appurtenant to, the Wrigley Building during the Term of this Agreement, and shall be binding on the Developer, as owner of the Wrigley Building, its successors and/or assigns, and subject to the right of assignment set forth in Section 5.14 below. The Developer Improvements shall be subject to the easement granted by the City to the Developer for the ownership of and maintenance by Developer of such Developer Improvements during the Term of this Agreement pursuant to the terms and conditions of this Agreement and specifically to Section 4 below.

3.1 On-Going Maintenance and Repair of the City Improvements; Inspection. The Developer, at its sole cost and expense, shall, during the Term of this Agreement, (i) maintain and repair the City Improvements; (ii) provide trash pickup and disposal services within Wrigley Plaza; and (iii) remove snow and arrange for the removal of leaves, litter, debris and other waste material from Wrigley Plaza. Commencing in the year ending December 31, 2014, and every second year thereafter, the Developer shall inspect, or cause to be inspected, the City Improvements in accordance with the National Bridge Inventory Standards ("NBIS"), and shall, on or before December 31 of the year in which the inspection occurs, submit an inspection report that includes condition ratings, and findings and recommendations for repair. The NBIS reports shall be submitted to Dan Burke, P.E., Deputy Commissioner (or his successor), City of Chicago, Department of Transportation, Division of Engineering, 30 North LaSalle Street, 4th Floor, Chicago, Illinois 60602.

3.2 No Security Services Obligation. The Developer shall not be obligated under this Agreement to provide security services or police protection in or for Wrigley Plaza.

3.3 City Authority Over Plaza Activities. The City shall have sole authority over allowing and requiring any permits to issue for any and all activities, commercial or otherwise, on Wrigley Plaza. Such permits may include grants of privilege or other similar rights to Developer or Developer's tenants for the use of Wrigley Plaza, other City-owned property adjacent to the Wrigley Building, for uses such as sidewalk cafes or retail kiosks, subject to the payment of generally applicable fees and the approval of CDOT and any other designated City department, and, as may be required, the Chicago City Council.

SECTION 4
GRANT OF EASEMENTS

4.1 Grant of Easements. The City hereby grants and conveys to the Developer an easement for a "Term" of fifty (50) years from the date of this Agreement ("Easement") in, over, on and under (a) those certain portions of City-owned property adjacent to the Wrigley Building, and (b) Wrigley Plaza for the Developer's maintenance and, with respect to lighting and utilities serving the Wrigley Building, operation of the Developer Improvements (as defined in Section 2.1.2 herein), and as more particularly described and depicted in Exhibit F (collectively, the "Easement Premises"). The Developer may use the Easement Premises to operate, maintain, repair, and replace certain areas of the Easement Premises, subject to CDOT approval, the following improvements as part of the Easement Premise, as permitted below (collectively, the "Permitted Improvements"):

(a) the currently existing bridge structures spanning the area above Wrigley Plaza and connecting the towers of the Wrigley Building at the third and fourteenth floors. These bridge structures shall not be replaced without CDOT written approval;

(b) the currently existing underground mechanical service tunnel spanning the area under the street level of lower East North Water Street. This underground tunnel shall not be replaced without CDOT written approval;

(c) the currently existing sidewalk vaults. These sidewalk vaults shall not be replaced without CDOT written approval;

(d) the currently existing cornices, pilasters and other building encroachments;

(e) the Developer Improvements (provided, however, that the Developer's rights under this Easement with respect to subparagraphs 2.1.2(i), (ii) and (v) of the Development Improvements shall be limited to maintenance, repair and replacement);

(f) currently existing planters, street furniture, signage, flags, flagpoles and other similar improvements;

(g) currently existing lights embedded in the sidewalk and overhead lights attached or affixed to the Wrigley Building; and

(h) currently existing façade floodlights.

The City may approve the installation or construction of additional improvements by the Developer in the Easement Premises, provided, however, that all future proposed improvements not included in the Permitted Improvements and Easement are subject to CDOT's sole discretion review and approval process.

4.2 Existing Rights Superseded; Ownership and Maintenance of Improvements. The Easement rights granted hereunder shall supersede and replace any existing license rights made pursuant to grants of privilege, as specifically set forth on Exhibit G, attached hereto and made a part hereof, previously granted by the City's Department of Business Affairs and Consumer Protection with respect to the Permitted Improvements. The fair market value of the Easement rights granted under this Agreement, as of the date of this Agreement, is less than the aggregate of the City Improvement costs and the ongoing maintenance costs to be incurred by the Developer during the Term of this Agreement. The Developer shall have no obligation to pay such fair market value or any fees or costs in cash, including without limitation grant of privilege fees or property usage fees, to the City on account of the Permitted Improvements being located within City-owned property or right-of-way. The value of the Easement rights granted hereunder, instead, the City agrees to accept the in kind value of the Renovation Project and the Developer's additional maintenance and repair of the City Improvements and Wrigley Plaza in lieu of such cash payments. The Developer shall be responsible for the operation (except as limited by Section 4.1(e) above), maintenance, repair, certain replacements, as may be approved by CDOT, and, as may be approved by the City from time to time, the installation, construction, or relocation of the Permitted Improvements.

4.3 Use of Easement Premises by City. The City reserves the right to access and use the Easement Premises for any activities that are generally consistent with the character of Wrigley Plaza as a public pedestrian plaza, including such activities that the City authorizes in its sole discretion, as set forth in Section 3.3; provided, however, that such access and use will not materially impair or interfere with the exercise by the Developer of the Easement rights granted under this Agreement.

4.4 Relocation of Permitted Improvements. Subject to the approval of CDOT, which approval shall not be unreasonably withheld or delayed, the Developer may, at its sole cost and expense, but without requiring compensation for the use and occupation of City-owned property, relocate the Permitted Improvements to other comparable locations within City-owned property or right of way adjacent to the Wrigley Building, and in the event of such permitted relocations, this Agreement shall be amended, subject to the City's Corporation Counsel's approval, to incorporate such permitted relocations into the Easement Premises. Any such

relocations requiring a vacation or disposition of City property or right of way (excluding a permanent or long-term easement interest) shall require approval by the Chicago's City Council.

SECTION 5
GENERAL PROVISIONS

5.1 Access Rights. The City hereby grants to the Developer access to Wrigley Plaza and certain areas of East North Water Street, the Staging Area, and other City property, as may be approved by CDOT and other City departments, in connection with the performance and completion of the Renovation Project and the subsequent maintenance and repair of the City Improvements.

5.2 Permits. The Developer shall apply for and maintain any and all governmental permits and approvals relating to the Renovation Project and all future maintenance and repair activities, including, but not limited to, building permits and street and sidewalk closure permits. In recognition of the fact that Wrigley Plaza is a public plaza owned by the City of Chicago, no building permit fees or similar fees or charges (including but not limited to, fees otherwise due in connection with the closure of a public right-of-way) shall be owed by the Developer to the extent solely and directly attributable to the Renovation Project or maintenance and repair of Wrigley Plaza.

5.3 Insurance.

5.3.1 Insurance During Periods of Construction. The Developer shall procure and maintain, or cause to be procured and maintained by the General Contractor, for construction work in accordance with the Scope of Work and Plan under this Agreement and any other construction work during the Term of this Agreement at the Developer's sole cost and expense (and/or the expense of the General Contractor and subcontractors, as applicable), during the Term of this Agreement, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering the Renovation Project or construction work within Wrigley Plaza, as applicable, whether performed by or on behalf of the Developer.

(a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than $1,000,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of

Chicago shall be named as an additional insured on a primary, non contributory basis for any liability arising directly or indirectly from the Renovation Project or maintenance of Wrigley Plaza.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Renovation Project or maintenance of Wrigley Plaza, the Developer and/or, as applicable, the General Contractor and any subcontractors performing work within Wrigley Plaza shall procure and maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non contributory basis.

(d) Professional Liability Insurance. When any architects, engineers or other professional consultants perform work in connection with this Agreement, Developer shall cause such parties to procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than $2,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Valuable Papers. When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

(f) Pollution Liability Insurance. When any work is performed which may cause a pollution exposure, the lead remediation subcontractor's Pollution Liability Insurance with limits of not less than $2,000,000 per occurrence shall be provided covering bodily injury, property damage and other losses arising from the environmental condition of the Wrigley Plaza. Such lead remediation subcontractor may include Eagle Painting and Maintenance, or such other lead remediation subcontractor reasonably acceptable to the City of Chicago. Coverage shall include, at a minimum, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(g) Intentionally Deleted.

(h) Pollution Legal Liability. Developer shall cause the lead remediation subcontractor to provide Pollution Legal Liability Insurance covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Renovation Project, the maintenance of Wrigley Plaza, or the exercise of the rights granted under this Agreement, with limits of not less than $2,000,000 per occurrence. Such lead remediation subcontractor may include Eagle Painting and Maintenance, or such other lead remediation subcontractor reasonably acceptable to the City of Chicago. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(i) All Risk Personal Property. Developer, the General Contractor, and their respective agents, employees, contractors, and subcontractors shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Developer, the General Contractor, and their respective agents, employees, contractors, and subcontractors.

S 3.2 Insurance Requirements After Completion of Construction. During the Term of this Agreement, the Developer shall procure and maintain at all times the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois and provide the City with evidence of such insurance, to the satisfaction of the City, covering the Developer's use of the Easement Premises, ownership of the Developer Improvements; the Developer's use, maintenance and repair of Wrigley Plaza and the City Improvements; and injury and/or damage to persons or property arising from the Developer's performance and failure to perform its obligations under this Agreement.

(a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than $1,000,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Renovation Project or maintenance and repair of Wrigley Plaza and the City Improvements.

(c) Automobile Liability Insurance (Primary and Umbrella) When any motor vehicles (owned, non owned and hired) are used in connection with the Renovation Project or maintenance and repair of Wrigley Plaza, the Developer and/or, as applicable, the General Contractor and any subcontractors performing work within Wrigley Plaza shall procure and maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non contributory basis.

(d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than $2,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Valuable Papers. When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement. Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

(f) All Risk Personal Property. Developer, and its agents, and employees, shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Developer, and its agents, and employees.

The Developer shall be responsible for the replacement of Developer Improvements in the event of a casualty, and shall provide evidence of property insurance in an amount satisfactory to cover such casualty. The Developer shall not be responsible for the replacement or restoration of the City Improvements in the event of a casualty for which Developer is not otherwise required to provide insurance under this Section 5.3.1, provided however, the Developer shall be responsible for the replacement or restoration of the City Improvements for a casualty where such casualty is caused by the negligence or willful misconduct of any of the Developer, its agents, General Contractor, subcontractors, employees, invitees, or licensees.

The Developer shall deliver, or cause the General Contractor, and their respective contractors or subcontractors to deliver, to the City certificates of insurance required hereunder. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from the Developer, General Contractor, or

their respective contractors or subcontractors as applicable shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. The Developer, General Contractor, and their respective contractors or subcontractors shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve the Developer, General Contractor, and their respective contractors or subcontractors of the obligation to provide insurance as specified herein. The City retains the right to stop work until proper evidence of insurance is provided.

The Developer, General Contractor, their respective contractors or subcontractors as applicable shall be responsible for any and all deductibles or self-insured retentions. The Developer hereby waives and agrees, and shall cause its General Contractor and subcontractors to waive and agree, to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. The Developer expressly understands and agrees, and shall cause the General Contractor and subcontractors to agree, that any coverages and limits furnished by it (or the General Contractor or subcontractors, as applicable) shall in no way limit the Developer's, General Contractor's, and any subcontractors liabilities and responsibilities specified in this Agreement or by law. The Developer expressly understands and agrees that its insurance (or that of its respective contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Developer, the General Contractor (or its respective General Contractor, contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. If Developer, General Contractor's, and any of their contractors or subcontractors are a joint venture or limit liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer shall require the General Contractor and all contractors and subcontractors to maintain the above-described coverage, or the Developer may provide such coverage for the General Contractor and its contractors and subcontractors. If the Developer, the General Contractor, or any of their respective contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the Wrigley Plaza, the City Improvements, the Staging Area, material, supplies, or equipment to be used by the Developer, the General Contractor, or any of their respective contractors or subcontractors in connection with the Scope of Work.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements, including, without limitation the deletion of the requirements of subparagraphs (f) and (h) in Section 5.3.1. above upon completion of the Renovation Project.

5.3.3 Insurance for Routine Maintenance. Contractors performing routine maintenance within Wrigley Plaza, such as snow removal and trash pick-up, shall maintain insurance coverage of the type and levels required by law and consistent with industry standards.

5.3.4 City Self-Insurance. The Developer acknowledges that the City is self-insured.

5.4 Indemnity.

5.4.1 Developer Indemnity. The Developer agrees to indemnify, defend and hold the City, its elected officials and employees (the "Indemnitees") harmless from and against any losses, costs, damages, liabilities, claims, suits actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) (collectively, the "Developer Indemnified Costs") suffered or incurred by the City or such persons arising from or in connection with the Renovation Project, the Developer's use of the Easement Premises, Developer's ownership of the Developer Improvements, the Developer's use, maintenance and repair of Wrigley Plaza, and the City Improvements, and including without limitation any amounts payable by reason of an environmental condition of Wrigley Plaza arising from the negligence and/or willful and wanton misconduct of the Developer, its principals, agents employees, contractors, and subcontractors; and the Developer's performance or failure to perform its obligations under this Agreement. The foregoing indemnity, defense and hold harmless obligation shall not be construed to require the Developer to indemnify an Indemnitee where the costs arise out of the negligence and/or willful and wanton misconduct of the responsible Indemnitee, including without limitation any amounts payable by reason of an environmental condition of Wrigley Plaza arising from the negligence and/or willful and wanton misconduct of the responsible Indemnitee. This indemnification shall survive any termination of this Agreement.

5.4.2 City Indemnity. After issuance of the Certificate by the City, the City agrees to indemnify, defend and hold harmless the Developer from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) (collectively, the "City Indemnified Costs") suffered or incurred by the Developer, arising from the City's performance or failure to perform its obligations under this Agreement. The foregoing City indemnity, defense and hold harmless obligation shall not be construed to require the City to indemnify the Developer, its principals, agents, employees, contractors, and subcontractors where the costs arise out of the negligence and/or willful and wanton misconduct of the any of the Developer, its agents, employees, contractors, and subcontractors, including without limitation any amounts payable by reason of an environmental condition of Wrigley Plaza arising from the negligence and/or willful and wanton misconduct of the Developer, its principals, agents, employees, contractors, and subcontractors. This indemnification shall survive any termination of this Agreement.

5.5 Restoration of City Property. Following completion of the Renovation Project including the Developer's Improvements, any subsequent maintenance or repair of the City

Improvements, and the Developer's commencement of exercising the Easement rights granted hereunder with respect to the Permitted Improvements, the Developer or its General Contractor and any subcontractors performing such work, as applicable, shall promptly restore the reconstructed, rehabilitated and renovated Wrigley Plaza as a pedestrian plaza and right of way and any adjoining sidewalks, streets and alleys affected by such work to their respective right of way public use condition prior to the commencement of such work, and shall remove all equipment and debris placed in such areas by the Developer, its General Contractor, or their respective agents, employees, contractors or subcontractors.

5.6 Covenants, Representations and Warranties.

5.6.1 Covenants, Representations and Warranties of the Developer. The Developer hereby covenants, represents and warrants to the City as follows:

(a) The Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Delaware and authorized to do business in the State of Illinois.

(b) No litigation or proceedings are pending or, to the best of the Developer's knowledge, are threatened against Developer which could affect the ability of the Developer to perform its obligations pursuant to this Agreement.

(c) The execution, delivery and performance by the Developer of this Agreement has not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Developer is a party or may be bound or affected.

(d) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained therein.

(e) Prior to completion of the Renovation Project, the Developer shall not, without the prior written consent of CDOT, which consent shall not be unreasonably withheld, assign its obligations with respect to the Renovation Project; provided, however, that the Developer may collaterally assign, without requiring the consent of CDOT, this Agreement to any holder of a mortgage secured by the Wrigley Building.

(f) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

5.6.2 Covenants, Representations and Warranties of the City. The City, by and through CDOT, hereby covenants, represents and warrants to the Developer that the City has the authority under its home rule powers granted in the Constitution of the State of Illinois, and pursuant to the Ordinance, to enter into, execute, deliver and perform its obligations under this Agreement.

5.6.3 Conditions of Wrigley Plaza, Permitted Improvements, and Easement Premises/Environmental Matters. The City makes no covenant, representation or warranty as to the condition of Wrigley Plaza or the Easement Premises, including but not limited to the environmental condition, for any purpose whatsoever. The Developer takes Wrigley Plaza and each of the elements comprising the Easement Premises, and the Permitted Improvements in an "AS-IS" condition.

5.6.4 Survival of Representations and Warranties. The representations and warranties of the Developer and the City set forth in this Agreement are true as of the execution date of this Agreement and will be true in all material respects at all times hereafter, except with respect to matters have been disclosed in writing and approved by the other party.

5.7 Term of the Agreement. The Term of this Agreement shall commence as of the date first appearing on the first page hereof and, unless otherwise terminated by the City in writing, shall run for a Term of fifty (50) years from the date of this Agreement, provided, however, that the Developer's obligations with respect to the obligation to initially complete the Renovation Project shall be deemed satisfied upon issuance of the Certificate.

5.8 Time of the Essence. Time is of the essence in the Parties' performance of their respective obligations under this Agreement. Should any milestone date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

5.9 Permitted Delays. The Developer shall not 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 materials, 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 the Developer to discharge its obligations hereunder. The individual or entity relying on this Section 5.9 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section 5.9 with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above.

5.10 Breach and Remedies

5.10.1 Notice of Default and Cure. Except as otherwise provided in this Agreement, in the event of a default by the Developer in the performance of its obligations under this Agreement, the Developer, upon written notice from the City, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the Developer has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the Default is not cured in the time period provided for herein, the City may cure or remedy the default or institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

5.10.2 Events of Default. For purposes of this Agreement, the occurrence of any one or more of the following shall, subject to the notice and cure periods set forth in Section 5.10.1, constitute an "Event of Default":

(a) the Developer fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement;

(b) the Developer makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect;

(c) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within sixty (60) days after filing and which impairs the ability of the Developer to perform its obligations as and when required under this Agreement;

(d) the Developer abandons or suspends the Renovation Project (no notice or cure period shall apply); or

(e) the Developer suffers or permits any lien or encumbrance that is not a permitted encumbrance to attach to or encumber Wrigley Plaza, City Improvement, Developer Improvements, the Easement Premises, or any of the Permitted Improvements.

(f) the Developer makes an assignment of this Agreement without prior CDOT written approval, as required by Section 5.13.2.

5.10.3 Notice of Default to Lender. Any notice of default to be delivered to Developer shall also be simultaneously delivered to any holder of a mortgage secured by the Wrigley Building, so long as the Developer has provided the City with such lender notice contact information. Such lender(s) shall have the same opportunities to cure any such default(s) within

the time afforded to the Developer herein and the City shall accept a cure by such first mortgagee.

5.10.4 Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer, and shall not be effective unless given in writing.

5.11 City's Right to Inspect Records. The Developer agrees that the City shall have the right and authority to review and audit, from time to time, the Developer's books and records solely relating to the Renovation Project and any maintenance and repair of Wrigley Plaza, including, without limitation, general contractor's sworn statements, the contract(s) with the Developer and the General Contractor, subcontractors, any and all property maintenance and management entities, and purchase orders, waivers of lien, paid receipts, invoices, and contracts, and any of the Permitted Improvements. All such books, records and other documents shall be available at the offices of the Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the CDOT upon prior reasonable notice to Developer and at CDOT's sole cost and expense.

5.12 Conflict of Interest; City's Representatives Not Individually Liable. The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

5.13 Successors and Assigns.

5.13.1 Successor Owners of the Wrigley Building. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Wrigley Building or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Wrigley Building or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Wrigley Building so transferred, the term Developer shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), and the terms and conditions of this Agreement shall automatically transfer to, apply to, benefit and bind such transferee, and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability thereunder, so long as the transferee assumes any and all

Developer liabilities that preexisted the alienation, sale or any other such transfer. The Developer shall provide the City with written notice of any such alienation, sale or any other transfer within fourteen (14) days prior to any such alienation, sale or any other transfer.

5.13.2 Assignments to Other Parties. Subject to the prior written consent of CDOT, which consent shall not be unreasonably withheld or delayed, the Developer may assign this Agreement to such other parties not succeeding the Developer in title (as the case may be) that assume the Developer's obligations under this Agreement in writing. The Developer may, without requiring the consent of the City or CDOT, collaterally assign this Agreement to a lender holding a mortgage secured by the Wrigley Building.

5.13.3 Status of Performance. The City, at the Developer's request, shall reasonably cooperate with such successor in title or assignee to inform such party of the status of Developer's performance of its obligations under this Agreement.

5.13.4 No Further Obligations; Lender Liability. Upon the Developer's transfer, by conveyance or otherwise, of title to the Wrigley Building or, as the case may be, the Developer's permitted assignment of its obligations under this Agreement, and the transferee's assuming any and all Developer liabilities that preexisted the alienation, sale or any other such transfer, the Developer shall be released from any further liability or obligations under this Agreement arising after the date of such transfer or assignment. In addition, if a lender holding a mortgage forecloses such mortgage or otherwise exercises its rights under its lender financing documents, such lender shall only be liable for obligations accruing after the date of acquisition of title to the Wrigley Building by such lender or its nominee (or such earlier date as such lender or such nominee may acquire possession or control of the Wrigley Building, whether by appointment of a receiver, order of mortgagee in possession or otherwise) and shall have no liability for defaults or obligations arising prior to such time, except as to defaults or obligations that continue after the initiation of such exercise.

5.14 Miscellaneous.

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

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

5.14.3 Entire Agreement, Right of Entry Agreement; Amendment. This Agreement constitutes the entire contractual agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. The Right of Entry Agreement is hereby terminated, and the terms and provisions

thereof are hereby superseded and replaced by this Agreement. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

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

5.14.5 Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Transportation
30 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attn: Commissioner

with a copy to: City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Senior Counsel, Real Estate Division

If to the Developer: 400-410 Michigan Real Estate, LLC
401 North Michigan Avenue, Suite 3100
Chicago, Illinois 60611
Attn: E. Robbie Robinson

With a copy to: DLA Piper LLP (US)
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601
Attn: David L. Reifman
Mariah E. DiGrino

With a copy to: Zeller Development Corporation
401 N. Michigan Avenue
Suite 350
Chicago, Illinois 60611
Attn: Jan Goldsmith,
President

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

5.14.6 Counterparts. This Agreement may be executed in counterparts each of which shall constitute an original instrument.

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

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

5.14.9 Cumulative Remedies. Subject to the limitation of the scope of remedies as expressly provided herein, the remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

5.14.10 Disclaimer. No provision of this Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create or imply to create the relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City, the Developer or any owner of any portion of the Wrigley Building.

5.14.11 Approval. Wherever this Agreement provides for the approval or consent of the City, CDOT or its commissioner, or another City department or such other City department's commissioner, or any matter is to be to the City's, such City department's or such commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, such City department, or such commissioner in writing and in the reasonable discretion thereof and not unreasonably delayed. The Commissioner of CDOT (or the commissioner of any other applicable department) or other person designated by the Mayor shall act for the City or CDOT (or such other applicable department) in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

5.14.12 Venue and Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

5.14.13 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

5.14.14 Patriot Act Certification. The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, 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: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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

5.15.15 Prohibition on Certain Contributions Mayoral Executive Order 2011-4. Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement)

("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political 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.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No.
2011-4.

Developer 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. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 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 is 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 Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago, (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least 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.

§ 15.16 Cooperation With Office Of Compliance

In accordance with Chapter 2-26-010 *et seq.* of the Municipal Code, the Developer acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Developer agrees to abide by the provisions of Chapter 2-26-010 *et seq.*

5.15.17 Failure To Maintain Eligibility To Do Business With The City.

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

5.15.18 Inspector General and Legislative Inspector General

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

5.15.19 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Amendment is executory, Developer's, 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 Amendment, at law or in equity. This section does not limit Developer's, 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 Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

5.15.20 Shakman Accord

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among

other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(p) Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer employee relationship of any kind between the City and any personnel provided by Developer.

(q) Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(r) (i) In the event of any communication to Developer by a City employee or City official in violation of Section 5.15.20 (q) above, or advocating a violation of Section 5.15.20 (q) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Transportation

By: _____
Commissioner

400-410 MICHIGAN REAL ESTATE, LLC a Delaware limited liability company

By 400-410 Michigan Real Estate Holding, LLC, a Delaware limited liability company and its Managing Member

By: 400-410 Michigan, LLC, a Delaware limited liability company, its Managing Member

By: _____
William R. Bush
Vice President and Secretary

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

I HEREBY CERTIFY, that on this ____ day of _____, 2012, before me, the undersigned Notary Public of said State, that William R. Bush, as Vice President and Secretary of 400-410 Michigan, LLC, a Delaware limited liability company, as the managing member of 400-410 Michigan Real Estate Holding, LLC, a Delaware limited liability company, as managing member of 400-410 Michigan Real Estate, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and Secretary, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal

_____
Notary Public
My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my notarial seal this __ th day of _____, 2012.

_____
NOTARY PUBLIC

[(Sub)Exhibits "E" and "F" referred to in this Construction, Easement and Maintenance Agreement with 400-410 Michigan Real Estate LLC printed on pages 35812 through 35820 of this *Journal*.]

(Sub)Exhibits "A", "B", "C", "D" and "G" referred to in this Construction, Easement and Maintenance Agreement with 400-410 Michigan Real Estate LLC read as follows:

(Sub)Exhibit "A".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Legal Description Of The Wrigley Building.

Parcel 1:

Lots 5 and 6 in Block 6 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 3 and 4 and the west 30.00 feet of Lot 2 in Block 6 (except that part of the west 30.00 feet of Lot 2 aforesaid taken in condemnation by the City of Chicago for street extension purposes) in Kinzie's Addition to Chicago, in the north fraction of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

That part east of the east line of Rush Street of Water Lot 17, Water Lot 18 and Water Lots 19 and 20 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, except that part of said Water Lots 19 and 20 included in the following description:

all those parts of Water Lots 19, 20 and 21 in Kinzie's Addition to Chicago bounded and described as follows:

beginning at a point on the southerly line of east North Water Street, 41.84 feet easterly of the northwest corner of said Water Lot 20; thence easterly along the southerly line of east North Water Street to the northeast corner of said Water Lot 21; thence southerly along the easterly line of said Water Lot 21 to the present northerly line of the Chicago River; thence westerly along said northerly line of the Chicago River to the westerly line of said Water Lot 19; thence northerly along said westerly line of said Water Lot 19 to a point 92.9 feet southerly of the northwest corner of said Water Lot 19; thence northeasterly to the point of beginning, in Cook County, Illinois.

(Sub)Exhibit "B".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Legal Description Of Wrigley Plaza.

Location:	East North Water Street, between Rush Street and Michigan Avenue (upper level).
Shape:	Parallelogram, irregular at the east end.
Frontage:	66.0 feet along the east line of Rush Street; 213.68 feet along the south line of the North Tower of the Wrigley Building; 165.25 feet along the north line of the South Tower of the Wrigley Building; and approximately 81.9 feet along the west line of Michigan Avenue.
Plaza Area:	10,171 +/- square feet.
Access:	From Upper Michigan Avenue on the east; from stairs from Lower North Water Street at Rush Street as well as an Upper Level Plaza on the west.

(Sub)Exhibit "C".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Wrigley Plaza Rehabilitation.

Scope Of Work And Plans.

Engineering And Technical Considerations:

1. Renovation Drawings dated August 9, 2012 (Attachment A) are approved by all applicable City Departments and Agencies.

2. City of Chicago agrees to remove and replace street lighting mounted to the underside of the existing plaza at its sole expense. Developer will cause its engineers to provide layout of the underside of the new structural deck for City's use in designing the replacement street lighting.

Schedule And Logistical Considerations:

1. Plaza renovation to be conducted in a single phase with full closure of both Lower North Water Street and Wrigley Plaza level, in accordance with attached Schedule (Attachment B) and substantially completed no later than August 31, 2013.

2. Attached schedule projects that the center section of granite paving shall be sufficiently completed to permit pedestrian traffic across the Wrigley Plaza from Rush Street bridge to Michigan Avenue by November 16, 2012, with the balance of the plaza to remain closed for pedestrian traffic until completion of waterproofing and granite which, based on such impacts beyond Developer's control such as lost weather days, delays in granite delivery, and unsuitable temperatures for waterproofing installation, may be deferred until Spring-Summer 2013. In the event that such delays prevent the completion of the center section of granite paving by November 16, 2012, the plaza shall be opened to pedestrian traffic on the concrete slab, with waterproofing and granite in the center section to be completed in Spring-Summer 2013. Granite installation during Spring-Summer 2013 shall be phased to maintain pedestrian traffic at all times.

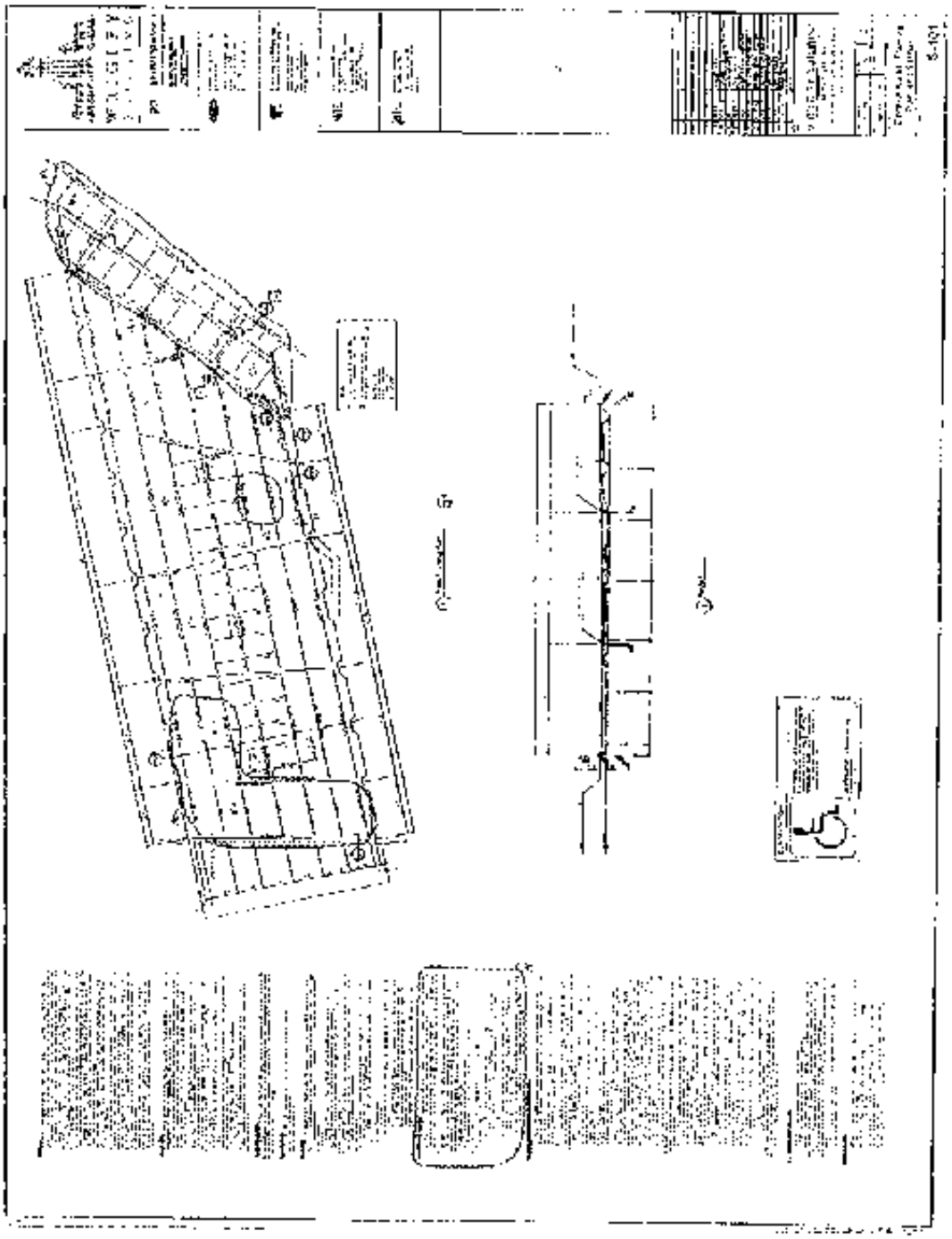
3. Attached schedule projects that Lower East North Water Street will be reopened to traffic by November 16, 2012. However, should unforeseen conditions or weather conditions beyond the Developer's reasonable control impact completion by this date, the reopening of this street shall occur as soon as possible thereafter but no later than December 31, 2012.

4. City of Chicago approves the attached Power Construction Company Site Logistics Plans dated February 9, 2012 (Attachment C). City will not assess street or sidewalk closure or other permit fees associated installation of fencing, sidewalk barricades, or other temporary closures included.

[Attachments "A", "B" and "C" referred to in this Scope of Work and Plans for Wrigley Plaza Rehabilitation printed on pages 35800 through 35810 of this *Journal*.]

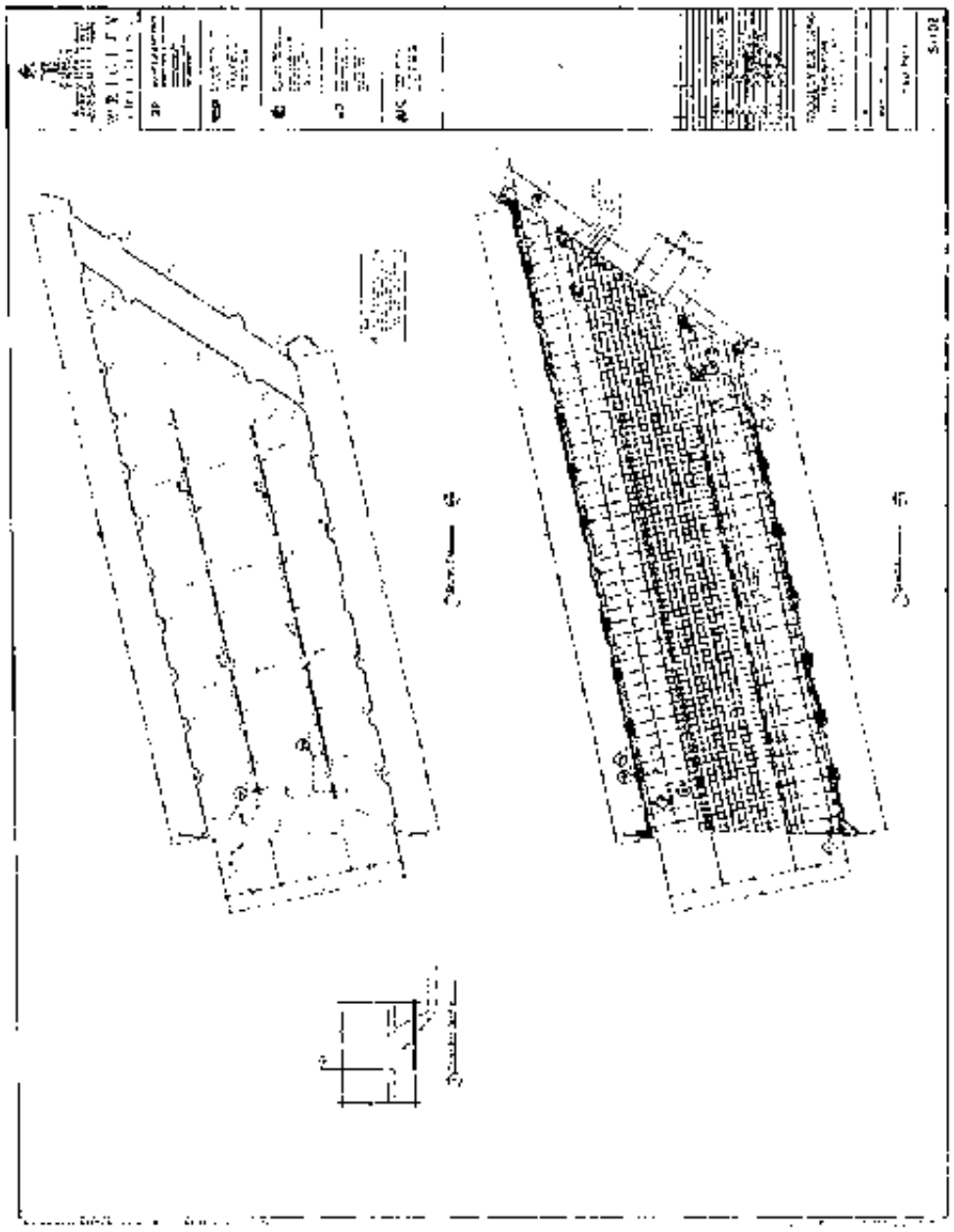
Attachment "A".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Renovation Drawings.
(Page 1 of 5)



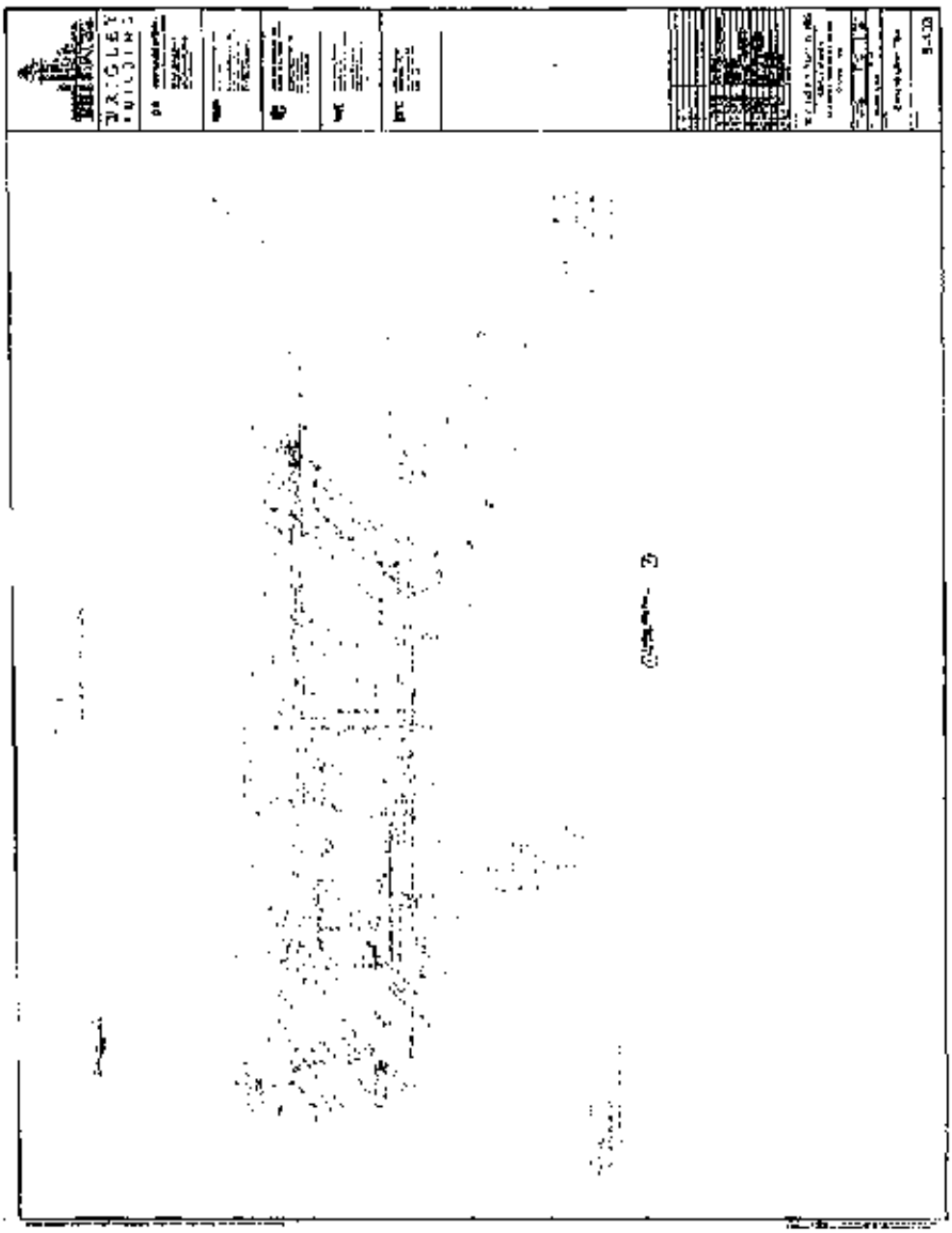
Attachment "A".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Renovation Drawings.
(Page 2 of 5)



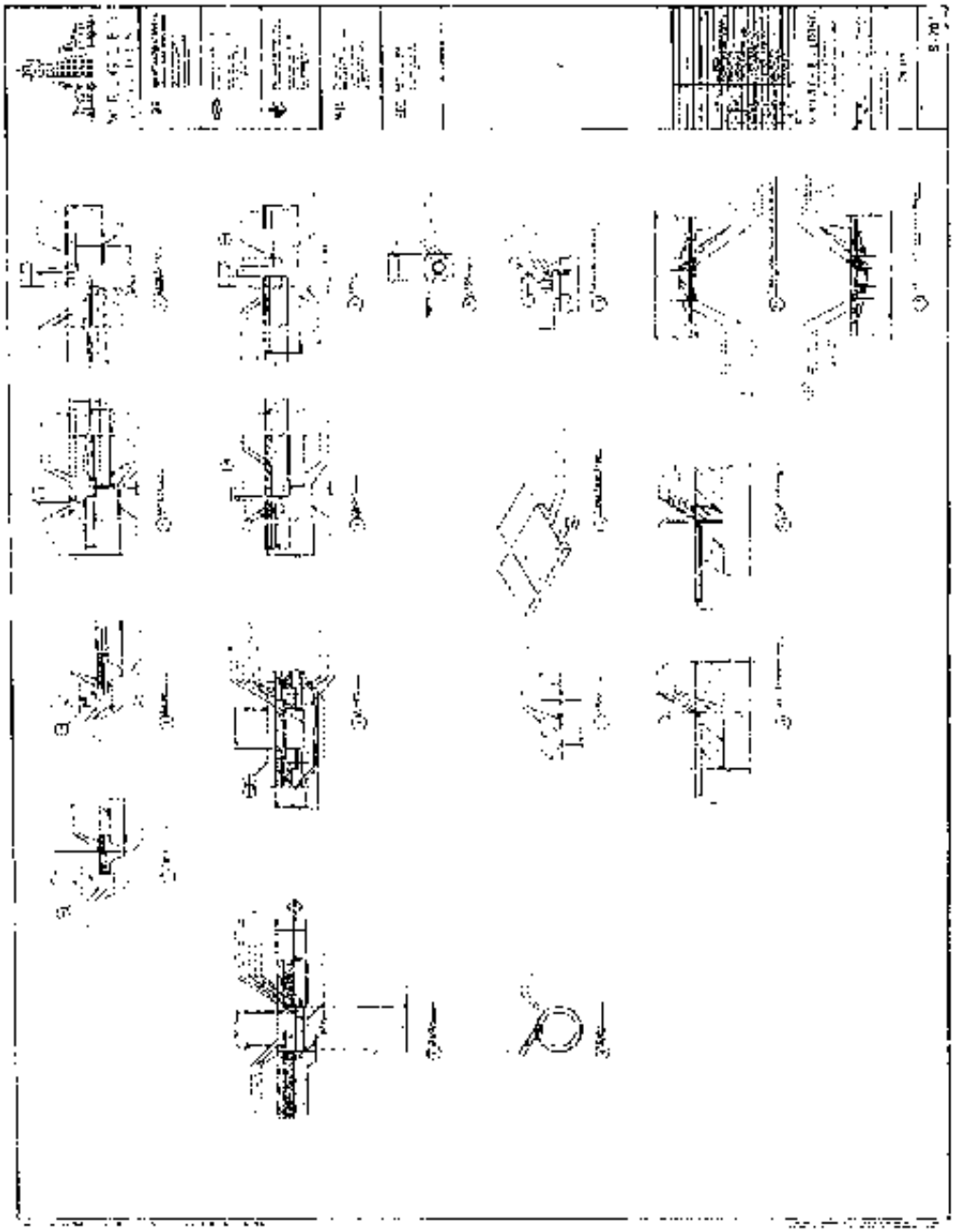
Attachment "A".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Renovation Drawings.
(Page 3 of 5)



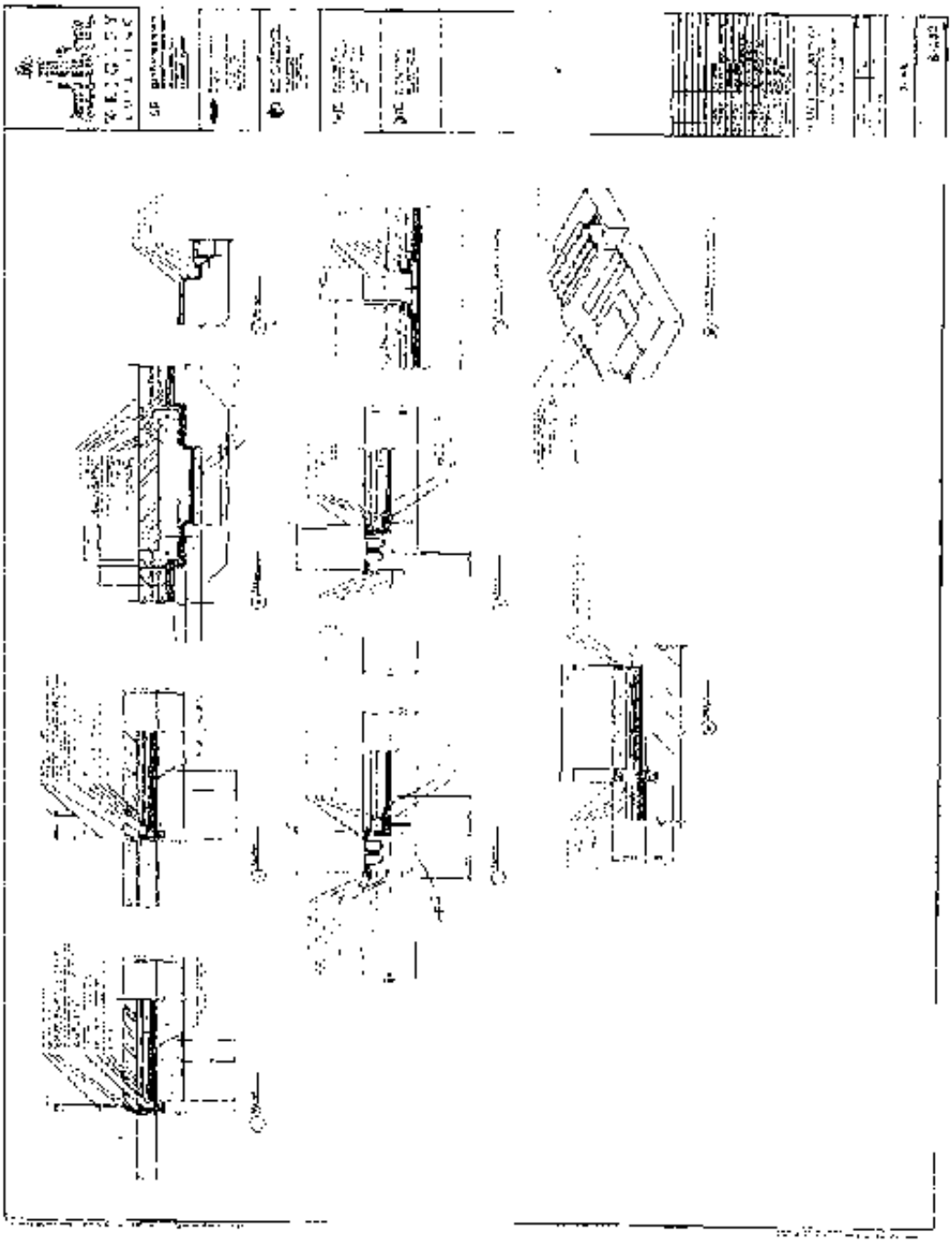
Attachment "A".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Renovation Drawings.
(Page 4 of 5)



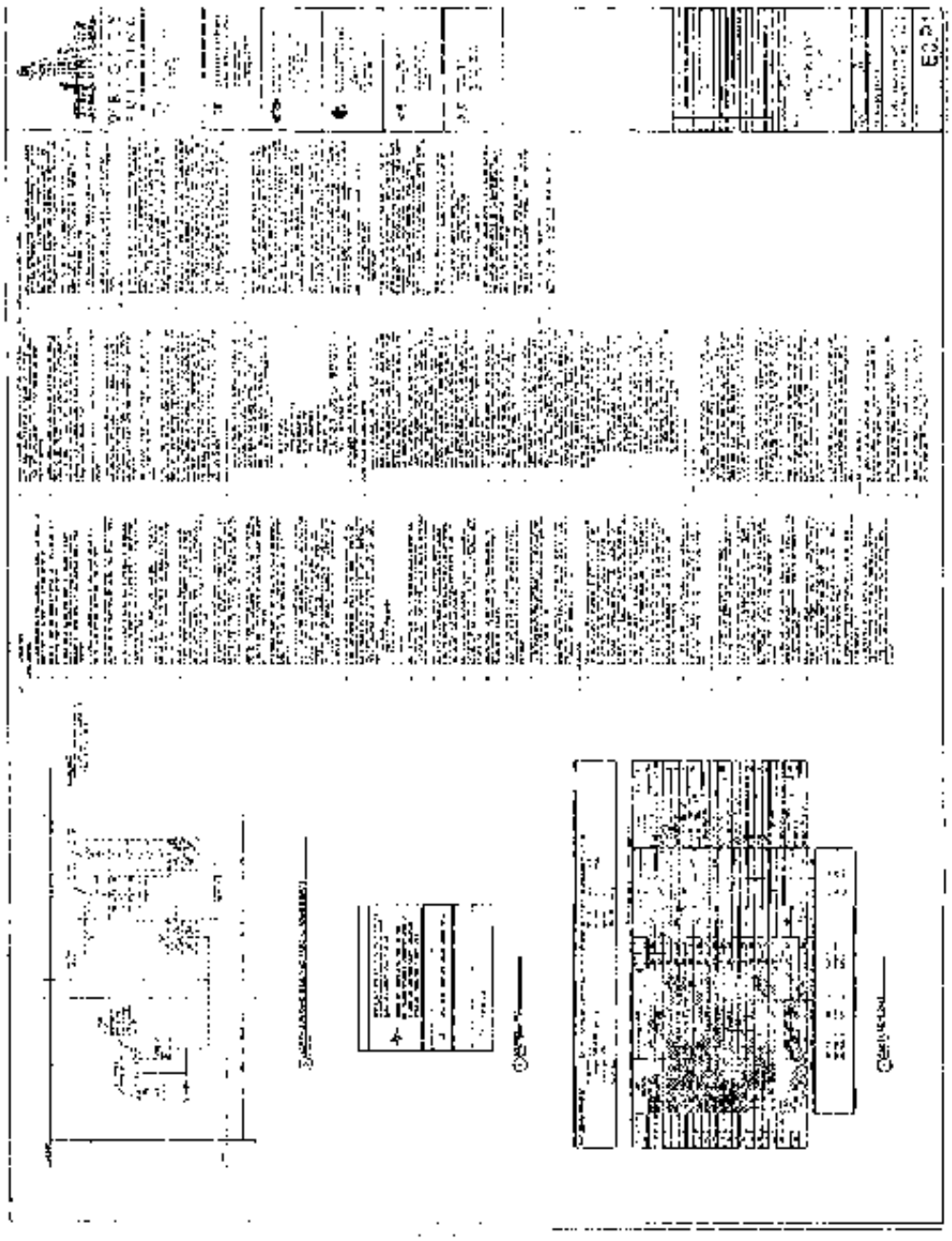
Attachment "A"
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Renovation Drawings
(Page 5 of 5)



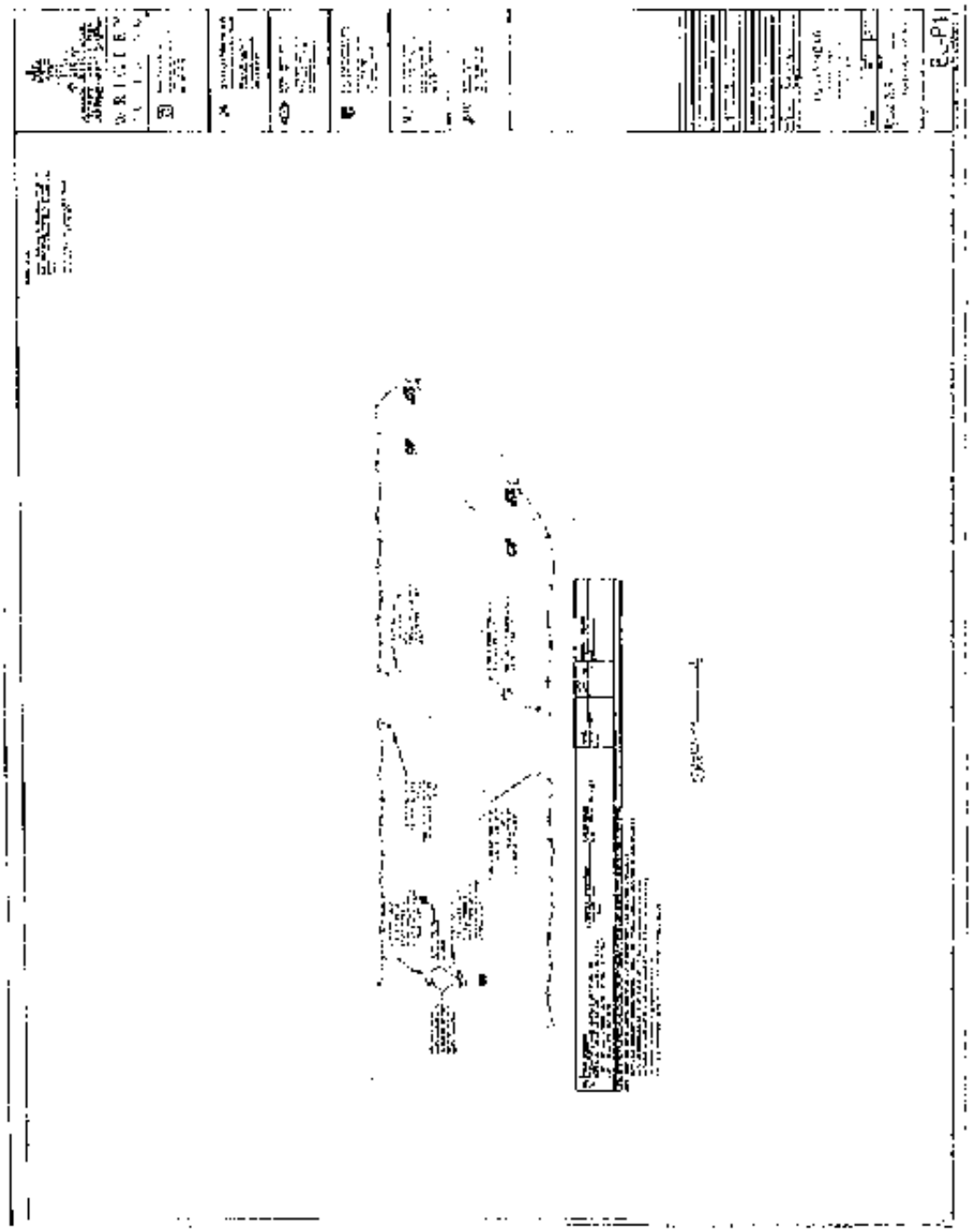
Attachment "B".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Schedule.
(Page 1 of 3)



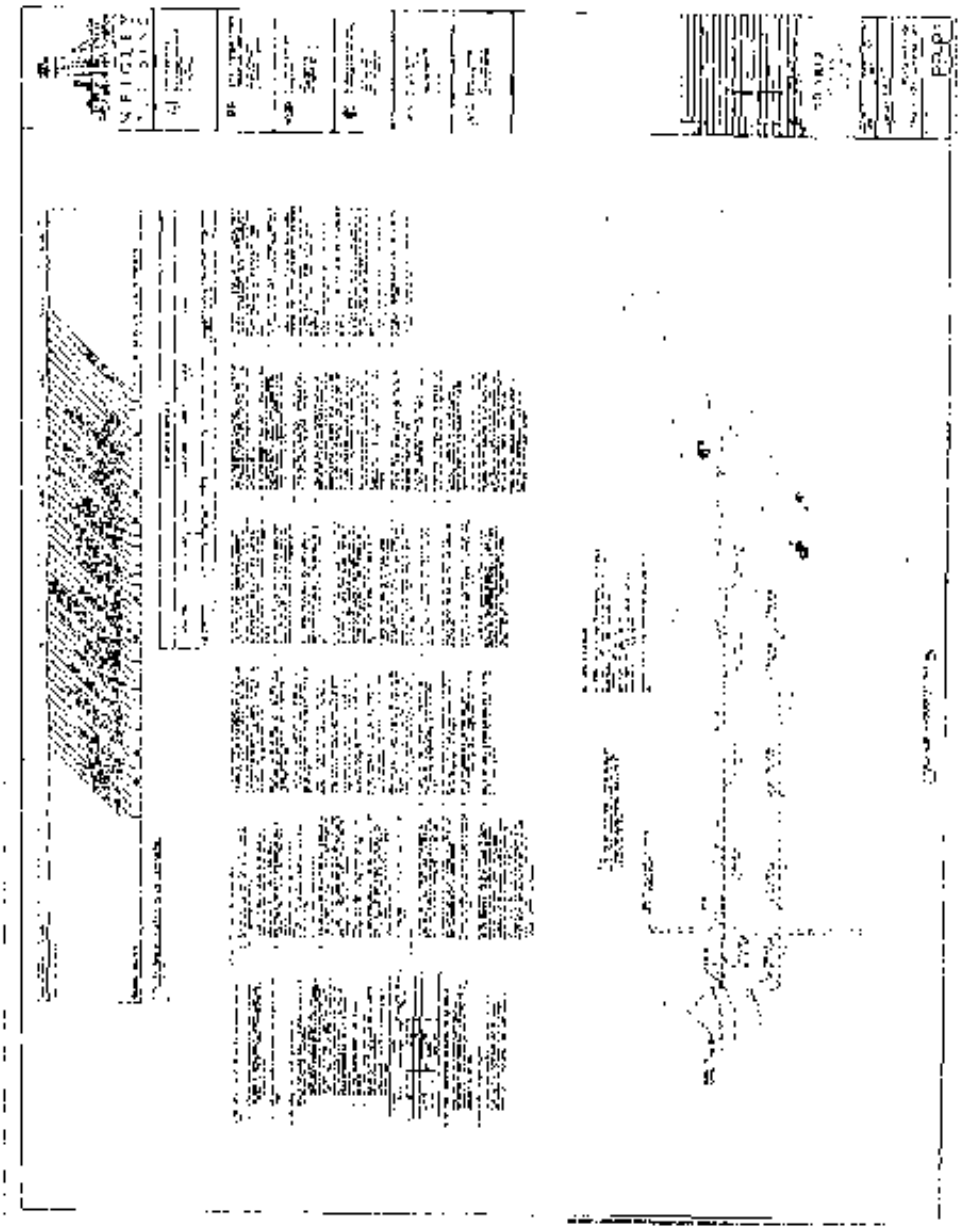
Attachment "B".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Schedule.
(Page 2 of 3)



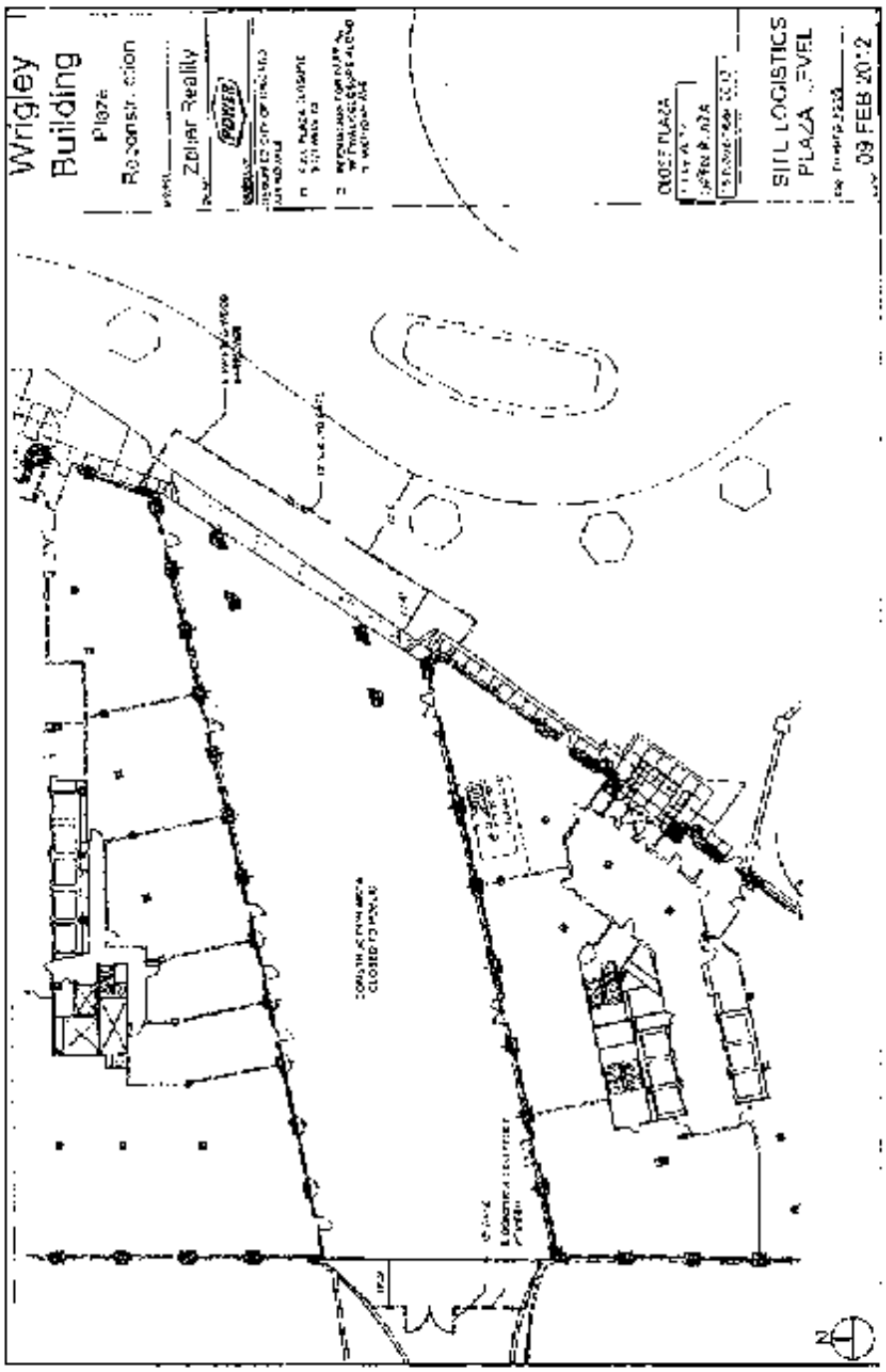
Attachment "B".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Schedule.
(Page 3 of 3)



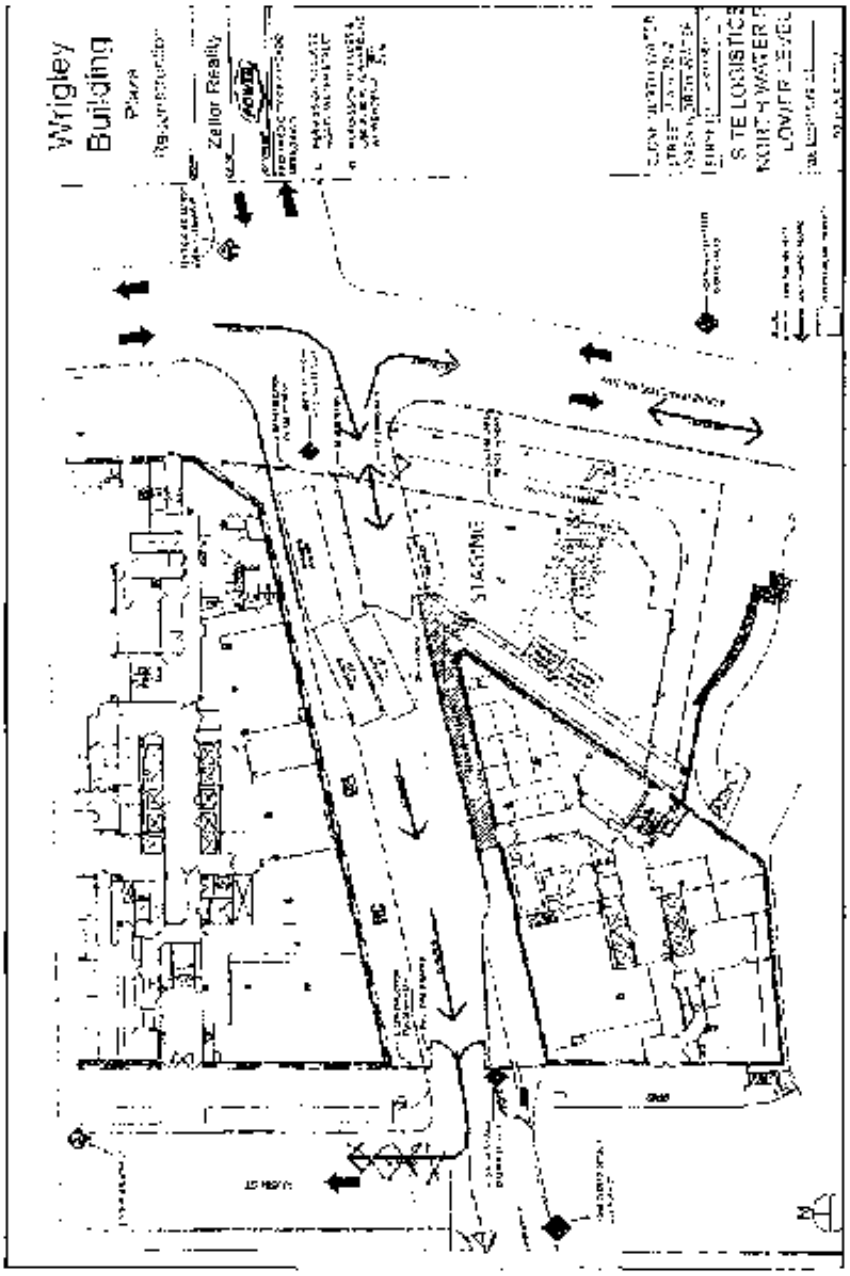
Attachment "C".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Site Logistics Plans.
(Page 1 of 3)



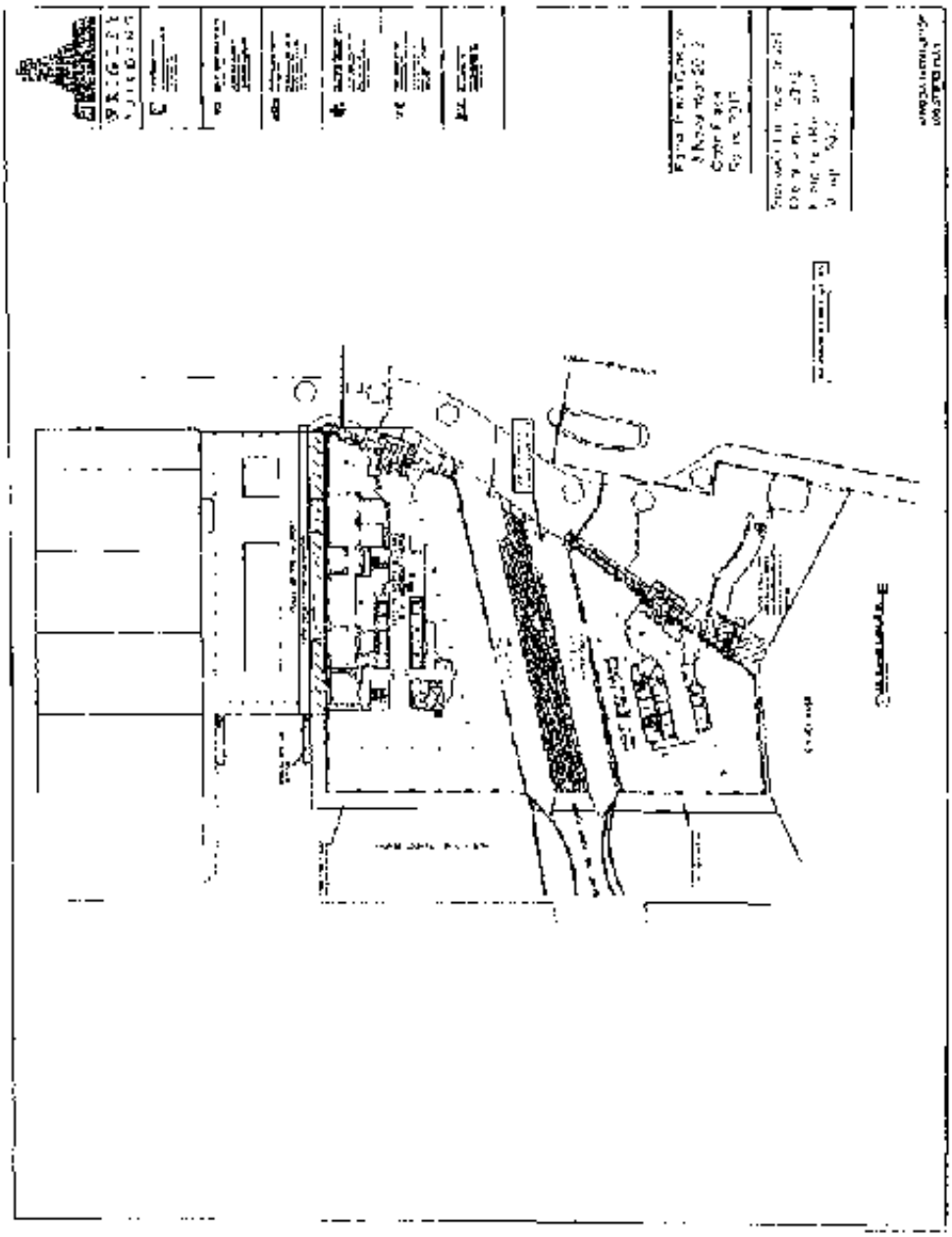
Attachment "C".
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Site Logistics Plans.
(Page 2 of 3)



Attachment "C"
(To Scope Of Work And Plans For
Wrigley Plaza Rehabilitation)

Site Logistics Plans
(Page 3 of 3)



(Sub)Exhibit "D".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Wrigley Plaza Rehabilitation.

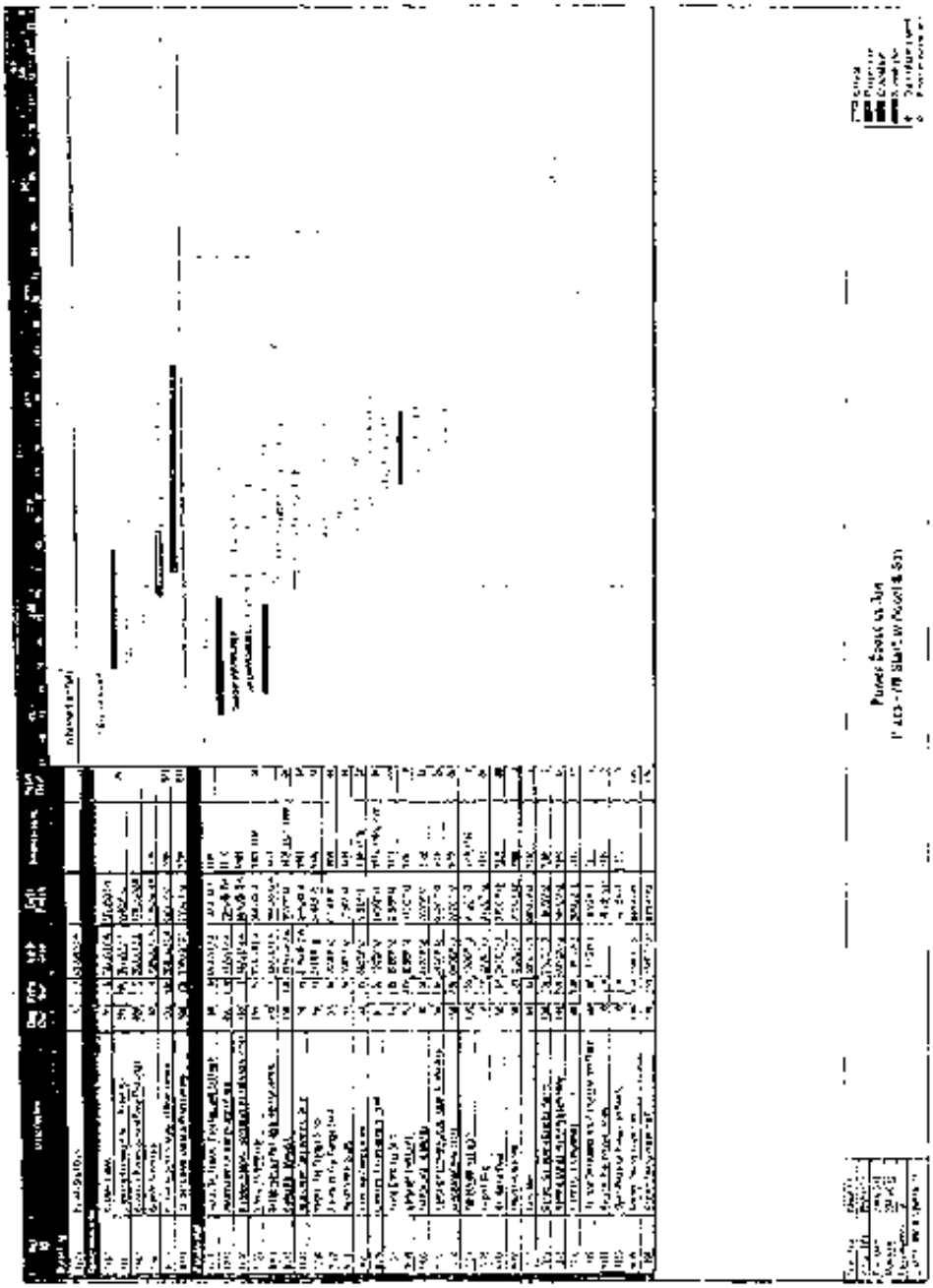
Renovation Budget.

Structural Rehabilitation Costs Only:

General Contractor -- Power Construction Company GMP Base Contract	$1 922,812
Project Buyout Savings as of September 6, 2012	(87,864)
Engineer -- Wiss Janney Elstner -- Base Contract and Change Allowance	85,250
Environmental Consultant – Jensen Environmental	5,000
Allowance -- Materials Testing	20,000
	$1,945,198
Zeller Development Corporation -- Construction Management Fee	$ 48 577
	$1,993.775

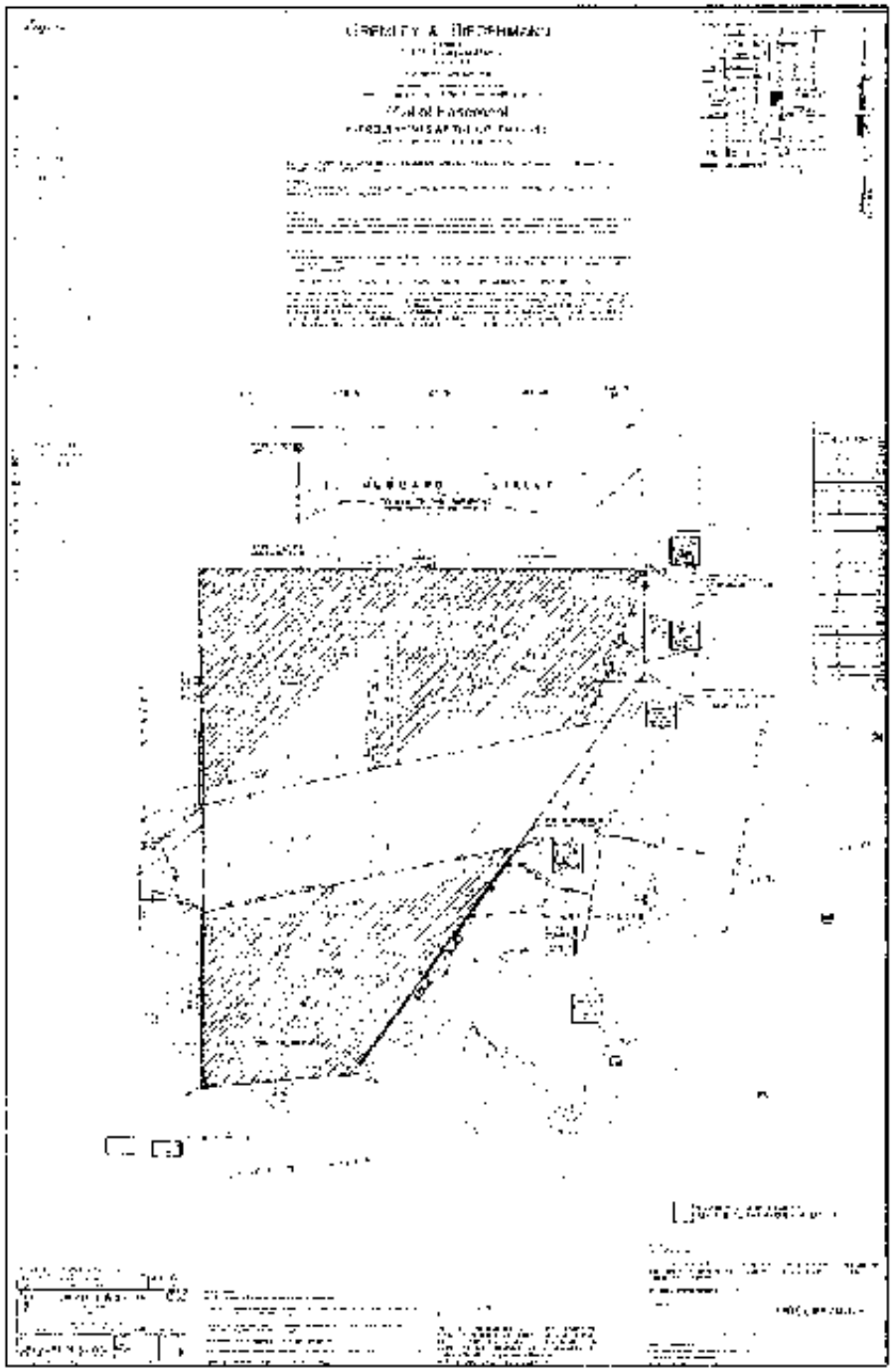
(Sub)Exhibit "E"
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate L. C)

Schedule.



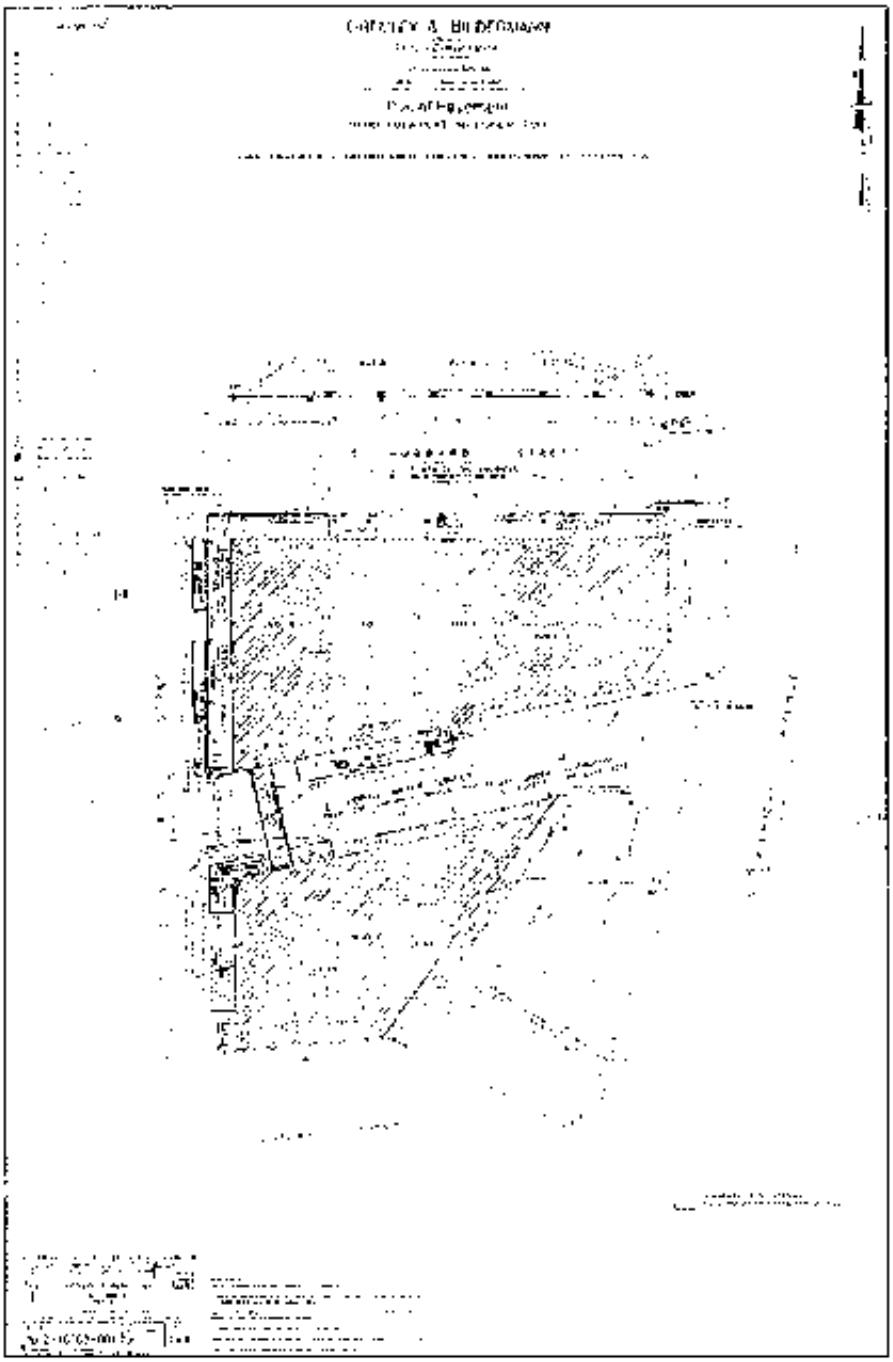
(Sub)Exhibit "F".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Easement Premises.
(Page 1 of 8)



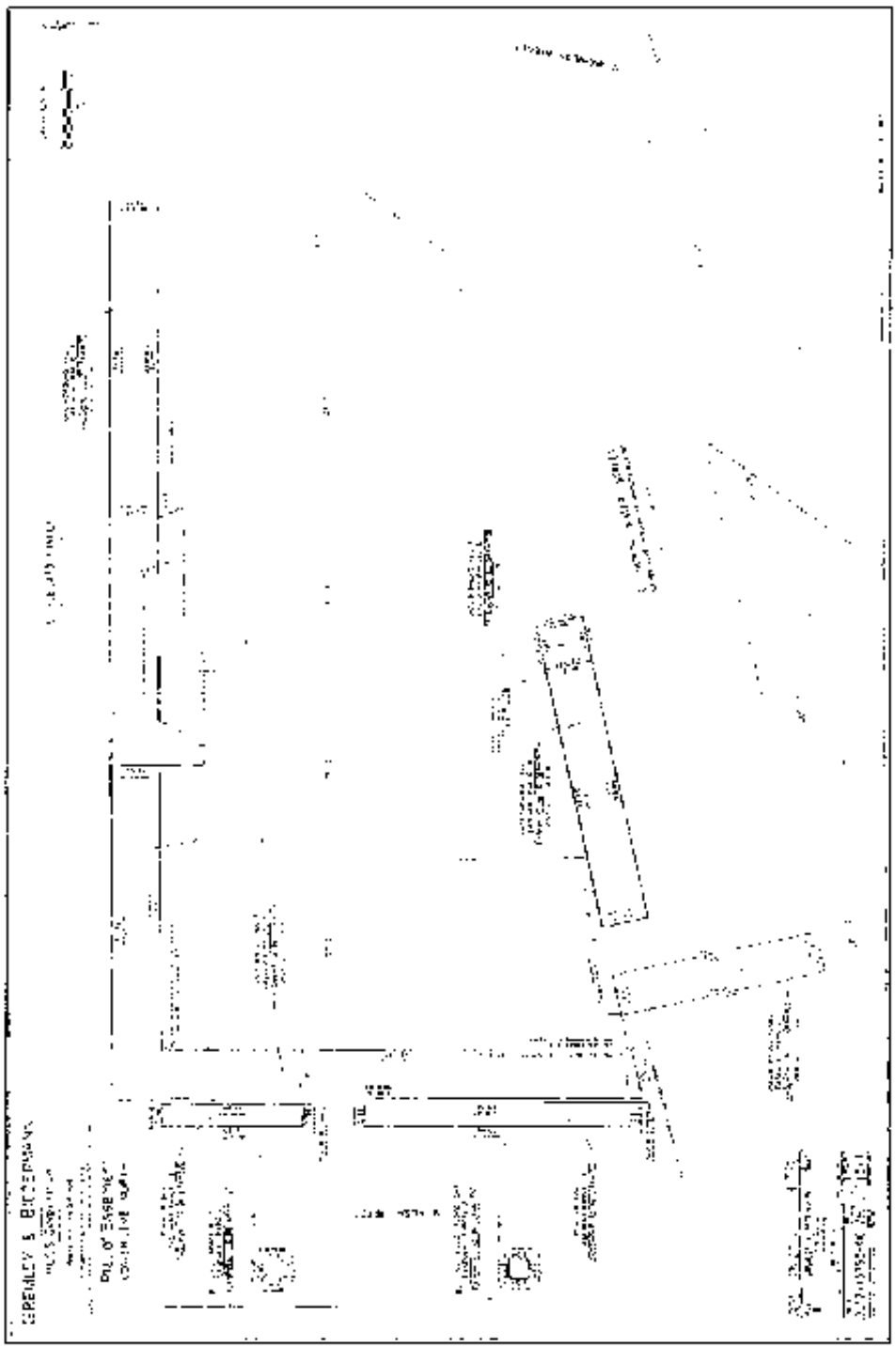
(Sub)Exhibit "F".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Easement Premises.
(Page 2 of 8)



(Sub)Exhibit "F".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Easement Premises.
(Page 3 of 8)

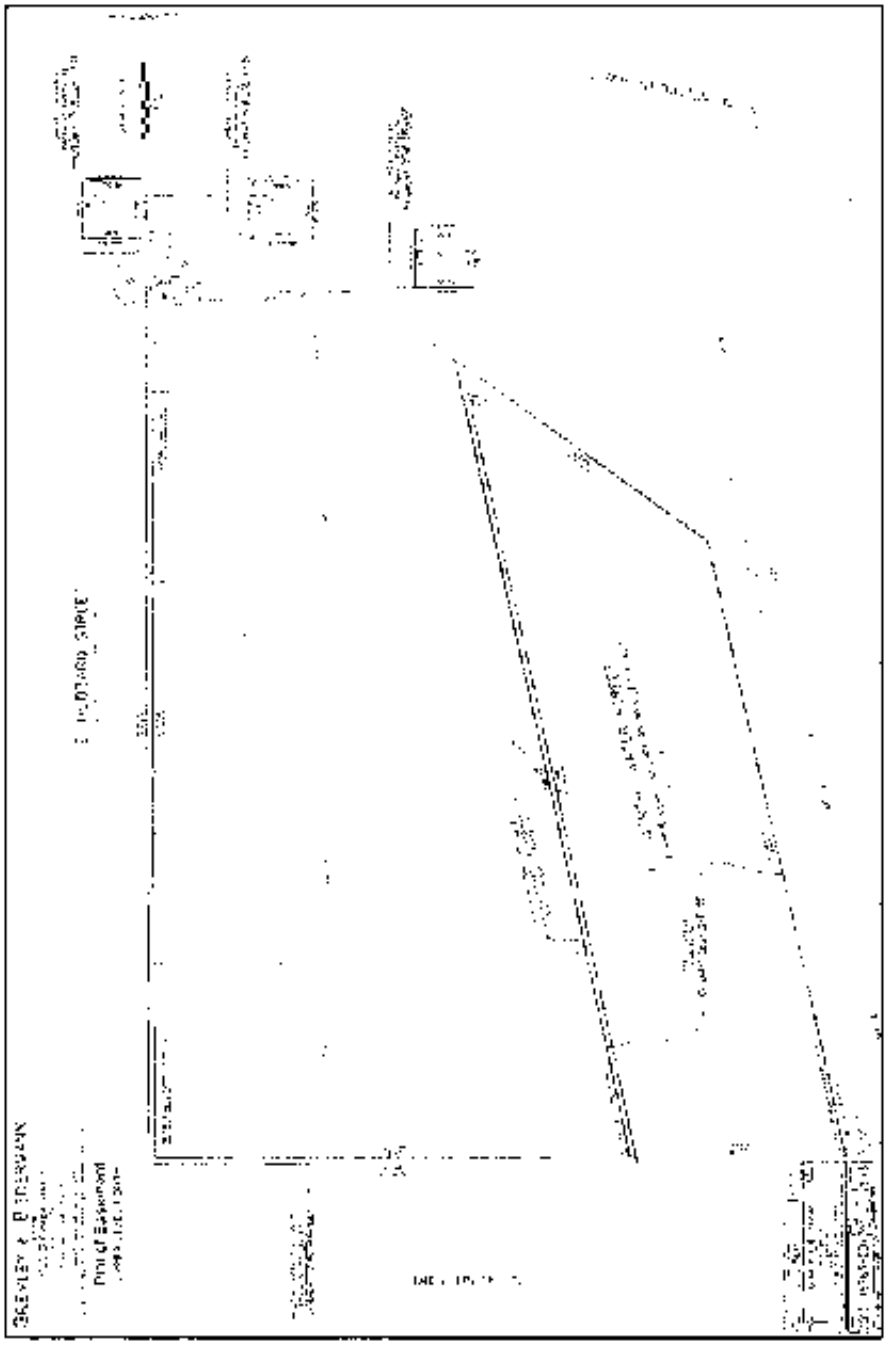


(Sub)Exhibit "F".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Easement Premises.
(Page 4 of 8)

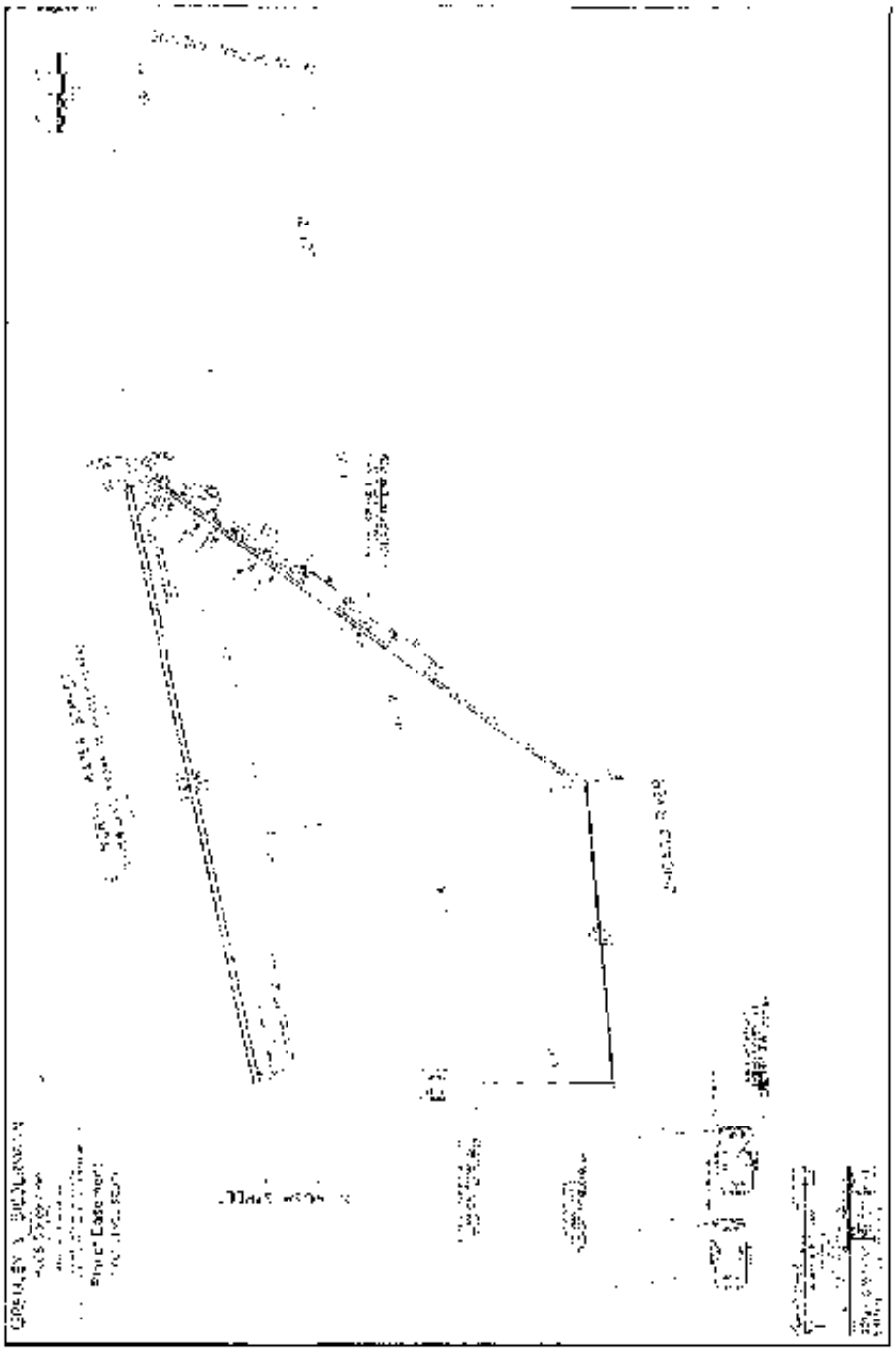
(Sub)Exhibit "F".
(To Construction, Easement And Maintenance Agreement With 400-410 Michigan Real Estate LLC)

Easement Premises.
(Page 5 of 8)



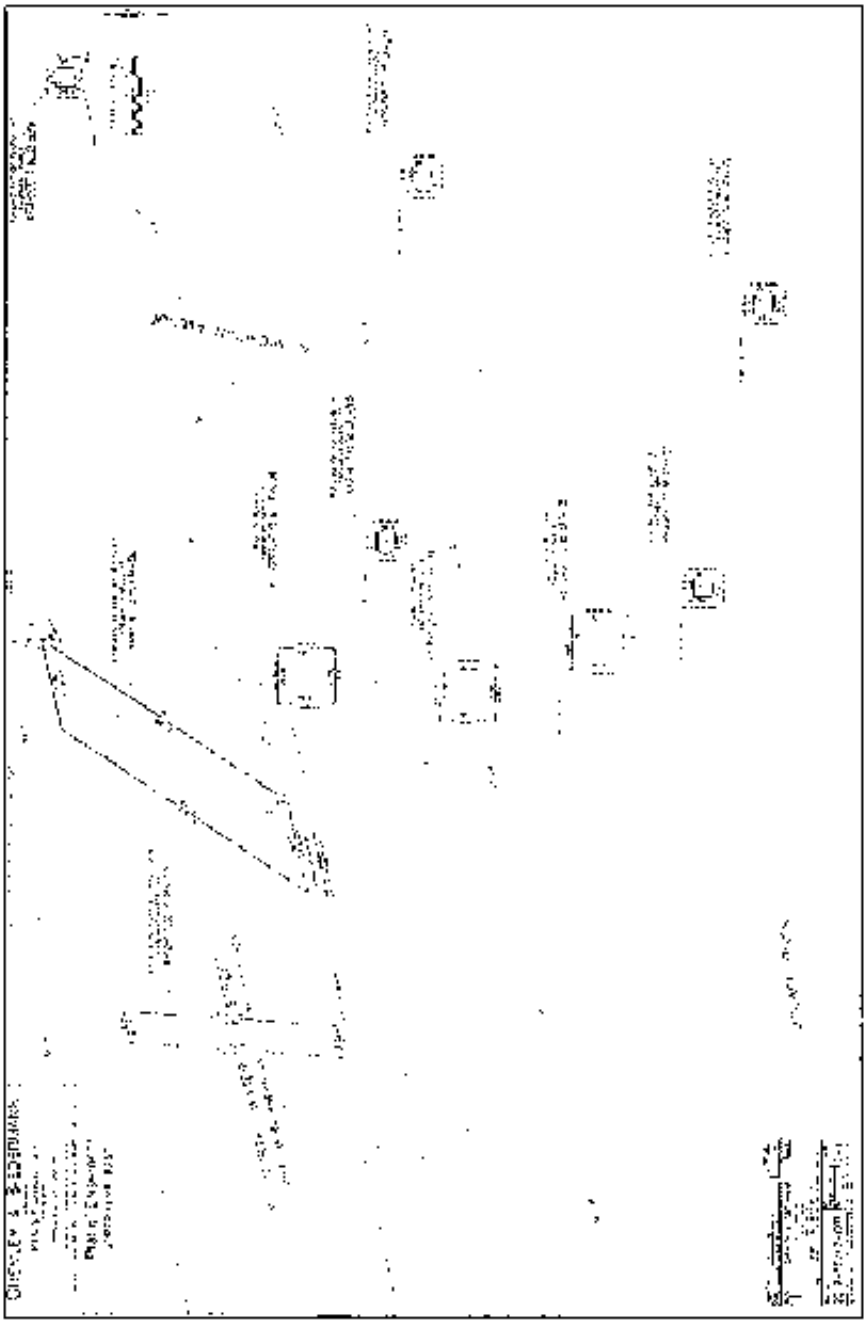
(Sub)Exhibit "F".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Easement Premises.
(Page 6 of 8)



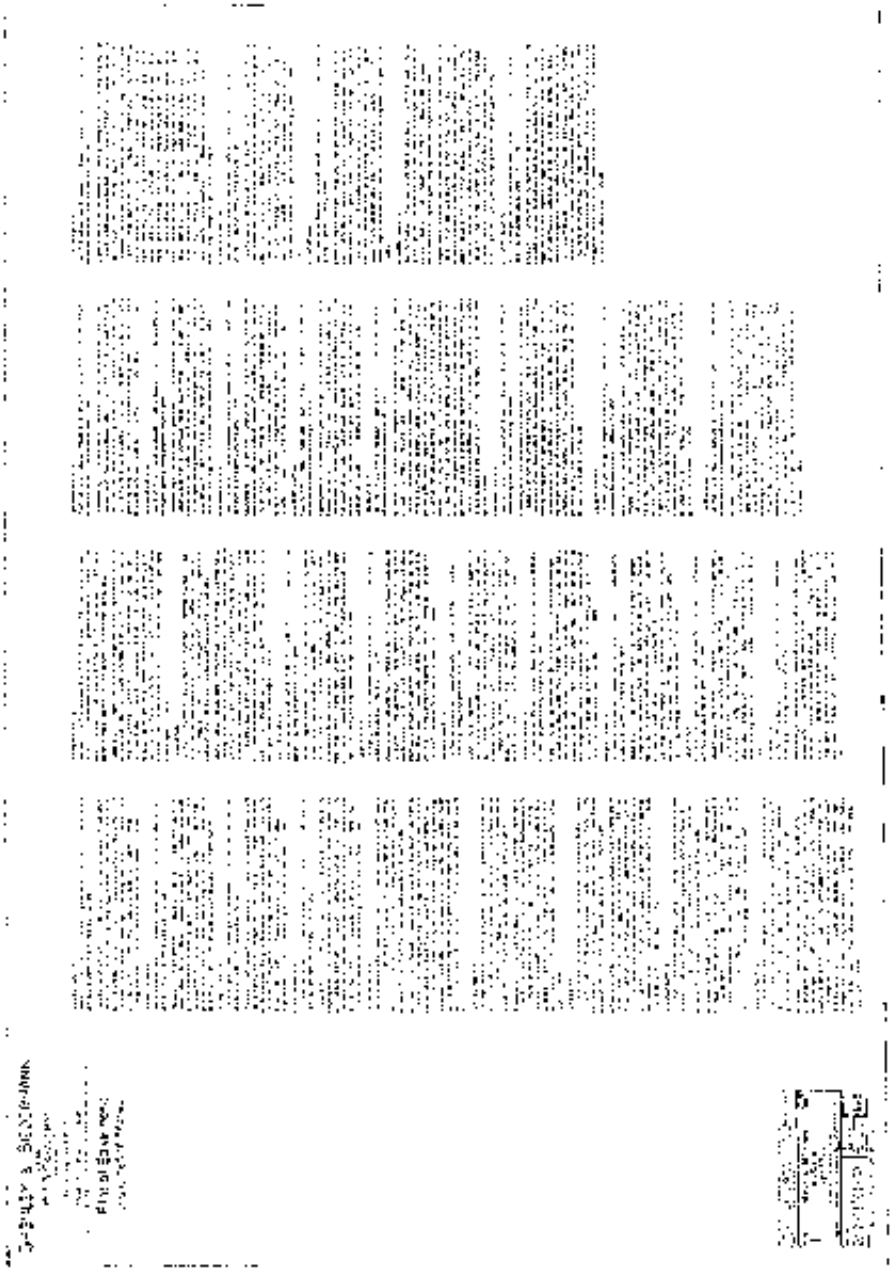
(Sub)Exhibit "F".
("To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Easement Premises.
(Page 7 of 8)



(Sub)Exhibit "F".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Easement Premises.
(Page 8 of 8)



(Sub)Exhibit "G".
(To Construction, Easement And Maintenance Agreement
With 400-410 Michigan Real Estate LLC)

Permit Description.

Permit Number	Permit Description
1068121	3rd and 14th Floor Bridge Structures
1084612	Vault
1095354	Planters (Michigan Avenue)
1066826	Planters (Rush Street)
1088623	Grille Ventilation in Sidewalk
1085981	Grille Ventilation in Sidewalk
1083206	Canopy

REVOCABLE, NON-TRANSFERABLE EXCLUSIVE USE AGREEMENT WITH THE LEGACY PROJECT FOR STREET SCAPE IMPROVEMENTS ALONG PORTION OF N. HALSTED ST.

[SO2012-5634]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend

that Your Honorable Body *Pass* a substitute ordinance authorizing The Legacy Project to install, construct, improve, repair, replace, remove, operate and maintain plaques within the pylons located at various points along the Lakeview Halsted Street corridor, in accordance with the terms and conditions of a revocable, non-transferable exclusive use agreement. The original ordinance was referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

Said ordinance as passed reads as follows:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns, for the benefit of the public, the public ways within the City of Chicago, including but not limited to the public ways falling within the 44th Ward's Lakeview area located between West Grace Street to the north, North Broadway to the east, West Barry Avenue to the south, and North Clark Street to the west, all commonly known as the

Lakeview community ("Lakeview"). Lakeview is recognized as the heart of Chicago's Gay, Lesbian, Bisexual and Transgender ("LGBT") community; and

WHEREAS, In or about 1998, the Grantor, by and through its Department of Transportation, improved the public ways along North Halsted Street in Lakeview through Grantor's Streetscaping program, a program which improved the functionality of the 44th Ward's infrastructure along North Halsted Street; and

WHEREAS, The Halsted Street Streetscaping improvements included the Grantor's installation of twenty (20) rainbow pylons ("Pylons") located at various points along the Lakeview Halsted Street corridor, as such locations are more fully described on Exhibit A attached hereto, now owned by the Grantor, situated within the sidewalk public way along North Halsted Street in Lakeview; and

WHEREAS, Lakeview falls within Special Service Area Number 18, as authorized by the City Council of the City of Chicago ("City Council") on October 28, 1997, and subject to an Establishment Ordinance ("Establishment Ordinance"), which allows for certain special services such as public way maintenance, public way aesthetics, and beautification of Lakeview, to be managed and operated by a service provider. The Northalsted Area Merchants Association, doing business as Northalsted Business Alliance ("NBA") is the current service provider for the Special Service Area Number 18 falling within Lakeview; and

WHEREAS, The Legacy Project, an Illinois 501(c)(3) not-for-profit corporation ("Legacy"), has submitted a proposal to the Department of Transportation (the "Department") for the enhancement of Lakeview by commemorating the contributions of LGBT individuals and groups in world history and culture through the installation of an outdoor walking type of a museum consisting of cast-bronze commemorative plaques, lighting, hardware, and a sponsor plate to be located immediately below the plaque which may identify by name, in a consistent script and size, the sponsor (entity or person) providing funding for the plaque but may not include advertising, corporate symbols or stylized content (the "Plaques") honoring an individual LGBT person or group with one or two Plaques placed on each of the Pylons; and

WHEREAS, The City, in commemoration of the LGBT community and raising awareness about the contributions of various LGBT persons or groups, publicly honors the LGBT community with the Plaques located in the City Pylons, and in consideration of Legacy's agreement to install, construct, improve, repair, replace, remove, operate and maintain the Plaques within the Pylons in accordance with the terms and conditions of a revocable, non-transferable exclusive use agreement substantially in the form attached hereto as Exhibit A and made a part hereof (the "Revocable Use Agreement"), is willing to grant to

Legacy a revocable, non-transferable exclusive use in and to the Pylons pursuant to the Revocable Use Agreement; and

WHEREAS, The Commission on Human Relations, or other designated City department will assess, including but not limited to the appearance and content assessment of each proposed candidate for inclusion in the Legacy Walk, as set forth in the Revocable Use Agreement; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department (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 revocable, non-transferable exclusive use agreement between Legacy and the City substantially in the form attached hereto as Exhibit A, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Revocable Use Agreement, with any such amendments, changes, deletions and insertions as shall be authorized by the persons executing the Revocable Use Agreement, with the approval of the City's Corporation Counsel.

SECTION 3. The Commission on Human Relations, or any other designee City Department is authorized to assess and make a determination as to the approval or denial of the content, appearance, and proposed candidates for inclusion in each of the Plaques.

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

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

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

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

Exhibit "A".
(To Ordinance)

Revocable, Non-Transferable Exclusive Use Agreement With The Legacy Project.

This **REVOCABLE, NON-TRANSFERABLE EXCLUSIVE USE AGREEMENT** ("Agreement") is made on or as of the _____ day of _____, 2012, by and among the **CITY OF CHICAGO**, an Illinois municipal corporation, by and through its Department of Transportation ("CDOT") (the "Grantor"), and **THE LEGACY PROJECT**, an Illinois 501(c)(3) not-for-profit corporation, with its principal offices located at 3018 North Clybourn Avenue, Chicago, Illinois 60618 ("Grantee").

RECITALS

WHEREAS, the Grantor owns, for the benefit of the public, the public ways within the City of Chicago, including but not limited to the public ways falling within the 44th Ward's Lakeview area located between west Grace Street to the North, north Broadway Avenue to the East, west Barry Avenue to the South, and north Clark Street to West, all commonly known as the Lakeview community ("Lakeview"). Lakeview is recognized as the heart of Chicago's Gay, Lesbian, Bisexual and Transgender ("LGBT") community; and

WHEREAS, in or about 1998, the Grantor, by and through its Department of Transportation, improved the public ways along Halsted Street in Lakeview through Grantor's Streetscaping program, a program which improved the functionality of the 44th Ward's infrastructure along Halsted Street; and

WHEREAS, the Halsted Street Streetscaping improvements included the Grantor's installation of twenty (20) rainbow pylons ("Pylons") located at various points along the Lakeview Halsted Street corridor, as such locations are more fully described on **Exhibit A** attached hereto, now owned by the Grantor, situated within the sidewalk public way along Halsted Street in Lakeview; and

WHEREAS, Lakeview falls within Special Service Area Number 18, as authorized by the City Council of the City of Chicago ("City Council") on October 28, 1997, and subject to an Establishment Ordinance ("Establishment Ordinance"), which allows for certain special services such as public way maintenance, public way aesthetics, and beautification of Lakeview, to be managed and operated by a service provider. The Northalsted Area Merchants Association, doing business as Northalsted Business Alliance ("NBA") is the current service provider for the Special Service Area Number 18 falling within Lakeview; and

WHEREAS, Grantee is interested in enhancing Lakeview by commemorating the contributions of LGBT individuals and groups in world history and culture through the installation of an outdoor walking type of a museum ("The Legacy Walk") consisting of cast-bronze commemorative plaques, lighting, hardware, and a sponsor ("Sponsor") plate to be located immediately below the plaque which may identify by name, in a consistent script and size, the sponsor (entity or person) providing funding for the plaque but may not include advertising, corporate symbols or stylized content (together, the "Plaques") honoring an individual LGBT person, group, or historic milestone with one or two Plaques placed on each of the Pylons, as more fully described in the installation plans as shall be approved by CDOT ("Plans") attached hereto as **Exhibit B**; and

WHEREAS, the installation of the first Plaques will be undertaken in two (2) phases, the first phase starting in 2012, and the second phase in 2013. In 2014 it is anticipated that the Grantee may rotate the Plaques off of respective Pylons annually and relocate the Plaques into a Grantee controlled museum or gallery; and

WHEREAS, except as otherwise set forth in this Agreement, the Plaques shall be owned, managed, maintained, and insured by Grantee; and

WHEREAS, Grantee shall enter into a separate agreement, subject to the Grantor's sole review and approval, with NBA for certain maintenance and operating services of the Plaques. The City of Chicago shall be named as an additional insured on any/all of the Grantee's and NBA's (or its successors) insurance policies covering the Plaques placed within the Pylons; and

WHEREAS, in order to install, construct, improve, repair, replace, remove, operate and maintain the Plaques within the Pylons in accordance with the Plans (together, the "Grantee's Plaque and Pylon Purposes"), the Grantee requires an exclusive use agreement from Grantor; and

WHEREAS, Grantee shall represent and warrant that all individuals or groups to be honored as potential candidates (the "Legacy Designated Candidates") for inclusion on the Legacy Walk shall be selected by a designated multi-cultural, demographically balanced group of LGBT community activists and noted historians; and

WHEREAS, Grantee shall agree that all such potential Legacy Designated Candidates for inclusion will be pre-submitted to the City of Chicago, Commission on Human Relations, or other Grantor designated City department (the "City Department"), for an initial assessment ("Initial Assessment"), including but not limited to a review and approval process in the City Department's sole discretion of each proposed Plaque, of the appearance and content of each such Plaque, so as to be deemed acceptable as a candidate for inclusion in the Legacy Walk, which shall physically be housed on Grantor's public way in the Pylons; and

WHEREAS, Grantee shall represent, warrant, and provide to Grantor, prior to, and as a pre-condition of the Grantor's review and approval, each Legacy Designated Candidate's biographical text fully vetted academically by an independent scholar attesting to the historical accuracy of said submissions; and

WHEREAS, Grantee shall represent, warrant, and provide, as a pre-condition to the Grantor's approval of any installation of each proposed Plaque and commencement of any of the Grantee's Plaque and Pylon Purposes during the Term of this Agreement, that Grantee has acquired the authority over and the right to use, free and clear of any claims or rights of others, any copyrighted materials, know-how, trade secrets, trademarks, trade names, design, and confidential information (together, the "Intellectual Property Rights") to the content and appearance of each of the Plaques created by The Legacy Project and submitted to the City as a candidate for Legacy Walk; and

WHEREAS, upon the Grantor's approved Initial Assessment of any of the proposed Plaques, Grantee shall use its best efforts to secure a Sponsor for each Plaque approved through the Initial Assessment. Grantee shall notify Grantor, no later than five (5) months following the date of each respective Plaque's Initial Assessment, whether Grantee has been able to secure a Sponsor for each Initial Assessment approved Plaques. Grantee shall provide Grantor with all evidence of The Legacy Project's Intellectual Property Rights to each of the

respective Plaques within twenty-one (21) days of each such Plaque's Initial Assessment and approval. The Grantee shall not be allowed to install any Plaque, and/or be issued any permits without (1) providing the Grantor with the Intellectual Property Rights evidence; and (2) Grantor reviewing such evidence and giving final written approval for the installation of each respective Plaque, which such review and approval shall not be unreasonably withheld or delayed. In the event Grantee is unable to secure a Sponsor for any one or more of the approved Plaques and Grantee elects to not pay, at its own cost and expense, any and all costs associated with securing the necessary Intellectual Property Rights for the respective Plaques, Grantee shall notify Grantor no later than five (5) months following the date of the Initial Assessment of the proposed Plaques that those approved Plaques without a Sponsor will not be part of the Legacy Walk; and

WHEREAS, CDOT must review and approve, in its sole discretion any and all Plans, materials, removals, replacements, and repairs of any and all of Plaques. No permit shall be allowed to issue and the Grantee shall not be authorized to install any of the Plaques without such prior respective City Department and CDOT written approvals, which shall not be unreasonably withheld or delayed; and

WHEREAS, Grantee shall assume all liability for any and all content, appearance, and Intellectual Property Rights of each Plaque and shall indemnify and hold the City harmless for any and all Claims (as defined herein) arising out of Grantee's Intellectual Property Rights, Grantee's Plaque and Pylon Purposes, and any and all other Claims that may arise out of this Agreement; and

WHEREAS, prior to commencing any of Grantee's Plaque and Pylon Purposes, Grantee shall obtain all required permits from the Grantor, at Grantee's sole cost and expense, and shall provide the Grantor with such insurance and indemnification as reasonably required by the Grantor pursuant to the terms of this Agreement. The Grantor and NBA shall be named as an additional insureds on any/all insurance policies covering all of the Grantee's Plaque and Pylon Purposes; and

WHEREAS, Grantor has agreed to grant a revocable, non-transferable exclusive use of the Pylons to the Grantee upon the terms and conditions set forth herein, and for no other use or purpose.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein and made a part hereof as if fully set forth herein.

2. **Grant and Term.** Grantor hereby grants to the Grantee a revocable, non-transferable exclusive use in and to the Grantor's Pylons, for the purposes of permitting the Grantee to complete any of the Grantee's Plaque and Pylon Purposes, and for no other use or purpose, for a term ("Term") of ten (10) years commencing on the date of execution of this Agreement ("Commencement Date") and expiring on _____, 2022 ("Termination Date").

3. **Intellectual Property Rights.**

Grantee represents and warrants that it is the sole and exclusive owner of all right, title and interest (including, without limitation) in and to the Intellectual Property Rights of each Plaque.

4. **Performance.** Grantee shall enter into a separate agreement, subject to the Grantor's sole review and approval, with NBA for certain maintenance and operating services of the Plaques. NBA shall not be involved in any of the installation of any of the Plaques unless otherwise approved by the Grantor.

Any and all work and services for the Grantee's Plaque and Pylon Purposes shall be performed by the Grantee, NBA, or any of their respective agents, contractors, subcontractors, architects, and/or engineers (together, the "Contractors"), at the Grantee's sole cost and expense in a good and workmanlike manner and in accordance with all applicable federal, state and local laws, ordinances and regulations. If any mechanic's or materialmen's lien is asserted or recorded against the any of the Pylons, Plaques, public way, or any of the Grantor's property associated with the installation, maintenance, and operation of the Plaques, the Grantee shall or shall cause its prompt removal and, defend, indemnify and hold harmless the Grantor and its respective officials, officers, employees, agents, and attorneys from and against any and all damages, liabilities, and Claims (as defined herein) arising therefrom. The Grantee, NBA, and any of their Contractors shall take all reasonable safety precautions (such as installing barricades and warning signs, if necessary) to adequately secure the site during the performance of any work on the Plaques. The Grantee shall provide reasonable protection of the Grantors' Property from damage by users of the Improvements, and shall be maintained by the City, or any other governmental agency, in a good, safe and clean condition.

The Grantee shall, and shall require NBA, and Contractors to add Grantor as additional insured, on a primary, non-contributory basis on each policy of insurance that the Grantee, NBA, and Contractors are required to procure as a condition of this Agreement, and NBA's and Contractors contract with the Grantee for the performance of any work on the Pylons and the public way, and the Grantee shall, upon Grantor's request, promptly provide Grantor with proof of all such insurance coverages.

5. **Grantor Access and Authority to Remove.** Grantor reserves the right to access the Pylons and the Plaques for any purpose that shall not be inconsistent with the rights herein granted to the Grantee. Grantor reserves its right to remove and/or relocate any of the Pylons and shall provide Grantee with thirty (30) days prior notice to any such Pylon removal.

6. **Permits.** After City Department issues its written approval of each Plaque to be installed by Grantee pursuant to the approval provisions contained herein, Grantee shall and shall cause NBA, or Contractors to obtain all required permits, including but not limited to any sign permits, from the Grantor and/or other required governmental permits and approvals, at Grantee's sole cost and expense, for any/all of the Grantee's Plaque and Pylon Purposes, and shall provide the Grantor with such insurance and indemnification as reasonably required by the Grantor, and/or other required governmental agency. Upon written notice from Grantee that the required permit(s) has/have been issued, the Grantee shall, within twenty-one (21) days, implement, or cause to be implemented, at the Grantee's expense, all reasonable safety precautions to protect the Pylons and public way while Grantee is engaged in any of the Grantee's Plaque and Pylon Purposes, including, but not limited to, temporarily restricting or

eliminating access to adjoining portions of the public way, installing barricades and warning signs, if necessary.

7. **Good, Safe, Clean Condition/Alterations.** Grantee shall, and shall cause NBA and Contractors to, at all times, maintain the Plaques, the Pylons, and the public way at the location of each of the Pylons in a good, clean and safe condition. No alterations to the Pylons and the public way shall be performed without the Grantor's prior written consent.

8. **Breach.** In the event of a material breach of this Agreement by Grantee that is not cured within sixty (60) days after written notice to Grantee specifying such breach, the Grantor reserves its right to all of its remedies under law and equity, including but not limited to, specific performance, and attachment. Such remedies shall include, but not be limited to, the right of the Grantor to revoke and or terminate this Agreement, as set forth in Section 9 herein. Grantee shall reimburse the Grantor for any and all costs, expenses, including reasonable outside attorney's fees, and Claims, which Grantor incurs in connection with the enforcement of its rights under this Agreement.

9. **Termination/Revocation/Expiration.** Grantor may terminate this Agreement at any time by giving Grantee thirty (30) days prior written notice of its intention to terminate or revoke this Agreement. Upon any such revocation, termination, or expiration the Grantee shall, at its sole cost and expense, remove the Plaques within sixty (60) days of delivery of such prior written notice in this Section 9 and restore the Pylons to the same or better condition than that which existed prior to the commencement of any Grantee Plaque and Pylon Purposes. The Grantor may, in its sole discretion, but is not obligated to, remove, recycle, or dispose of any/all of the Plaques where the Grantee fails to remove the Plaques within the time allowed for such removal. Grantee shall indemnify and hold the Grantor harmless from any and all costs, expenses, and Claims (defined herein) associated with any such Grantor or Grantee removal, recycling, disposition of, or any other handling of the removed Plaques.

Grantee may not terminate this Agreement without the prior written consent of the Grantor which such consent shall be in the Grantor's sole discretion.

10. **Insurance.** Grantee shall procure, maintain, or cause to be procured and maintained, at Grantee's sole cost and expense (or the cost and expense of NBA or Contractors as applicable), during the entire term of this Agreement, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all of the Grantee's Plaque and Pylon Purposes under this Agreement, whether performed by or on behalf of Grantee.

(a) Worker's Compensation and Employer's Liability Insurance. Grantee, NBA, and Contractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than $100,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Grantee NBA, and Contractors shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of $1,000,000 if the subcontract amount is less than $100,000. Coverage shall include, at a minimum, all

premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Grantor shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Grantee's Plaque and Pylon Purposes in Lakeview.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Grantee's Plaque and Pylon Purposes, Grantee and its contractors and subcontractors shall procure and maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of $1,000,000 if the subcontract amount is less than $100,000.

(d) All Risk Personal Property. Grantee, NBA, and Contractors shall be responsible for all loss or damage to personal property (including without limitation, material, equipment, tools and supplies), owned, rented or used by Grantee, NBA, and Contractor.

(e) The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

Grantee shall deliver, or cause NBA, and Contractors to deliver, to the Grantor certificates of insurance required hereunder. The receipt of any certificate does not constitute agreement by the Grantor that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the Grantor to obtain certificates or other evidence of insurance from Grantee (or its contractors or subcontractors as applicable) shall not be deemed to be a waiver by the Grantor of the insurance requirements set forth herein. Grantee, NBA, and Contractors shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve Grantee of the obligation to provide insurance as specified herein. The Grantor may terminate this Agreement for non-fulfillment of the insurance conditions, and retains the right to stop work until proper evidence of insurance is provided.

Grantee, NBA, or Contractors as applicable shall be responsible for any and all deductibles or self-insured retentions. Grantee agrees and shall cause NBA, and Contractors to agree that insurers shall waive their rights of subrogation against the Grantor, its employees, elected officials, agents, and representatives. Grantee expressly understands and agrees that any coverages and limits furnished by it, NBA, or Contractors as applicable shall in no way limit Grantee's liabilities and responsibilities specified in this Agreement or by law. Grantee expressly understands and agrees that its insurance (or that of NBA, or Contractors as applicable) is primary and any insurance or self-insurance programs maintained by the Grantor shall not contribute with insurance provided by Grantee (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Grantee shall require NBA, and Contractors to maintain the above-described coverage or Grantee may provide such coverage for NBA, and/or Contractors. If Grantee, NBA, or any Contractors wants additional coverage, such party shall be responsible for the acquisition and

cost of such additional protection. The Grantor shall have no responsibility to provide insurance or security for the Property, material, supplies, or equipment to be used by Grantee, NBA, or any Contractors in connection with the Grantee's Plaque and Pylon Purposes in Lakeview.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

11. **Security.** Grantee, NBA, and Contractors are responsible for properly securing the Plaques and all activities that shall take place at the Plaques during the term of this Agreement.

12. **Indemnification.** During any of the Grantee's Plaque and Pylon Purposes, and/or the use of the Pylons and the public way, and/or Grantor's removal, recycling, disposition of, or any other handling of the removed Plaques from the Pylons as set forth in Section 9 herein, the Grantee shall, or shall cause, NBA, and Contractors to, defend (through an attorney reasonably acceptable to the Grantor) and hold the Grantor, and its officers, agents, agencies, departments and employees, harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable outside attorney's fees and court costs) ("Claims"), including but not limited to, any and all third party Claims, incurred in connection with, arising out of or incident to (a) any act or omission of Grantor, NBA, Contractors, or their respective agents, employees, contractors, subcontractors or consultants, invitees, licensees, and any and all third parties, or (b) any of the Grantee's Plaque and Pylon Purposes by or on behalf of Grantee, NBA, Contractors, their respective agents, employees, contractors, subcontractors or consultants, invitees, licensees and any and all third parties, in connection with this Agreement, except to the extent that any such Claims arise from the negligence or intentional conduct of the Grantor, its officials, officers, employees, agents, and attorneys. The foregoing indemnity shall survive any termination of this Agreement.

13. **Notice.**

If to the Grantor:

All notices except requests for approval of the content and appearance of each Plaque:

City of Chicago
Department of Transportation
30 North LaSalle Street
11th Floor
Chicago, Illinois 60602
Attn: Commissioner

Requests for the Commission on Human Relations to approve the content and appearance of each Plaque:

City of Chicago
Commission on Human Relations
740 North Sedgwick Street, Suite 300
Chicago, Illinois 60654
Attn: Commissioner

with a copy to:

Corporation Counsel's Office
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate Division and Land Use Division

If to the Grantee:

The Legacy Project
3018 North Clybourn Avenue
Chicago, Illinois 60618
Attn: Victor Salvo

with a copy to:
Leavens, Strand, Glover & Adler, LLC
203 N. LaSalle
Suite 2550
Chicago, IL 60601
ATTN: Jerry Glover, Esq.

Either party may change the address for notice by notice to the other party. Notice served under this Agreement may be by United States certified mail, return receipt requested, with postage prepaid. Notice may be delivered by hand or by any other receipted method or means prescribed by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" on personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided in this Agreement.

14. **Business Relationships.**

The Grantee acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Grantee hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

15 Patriot Act Certification.

The Grantee represents and warrants that neither the Grantee nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the 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 Laws the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 29, an "Affiliate" shall be deemed to be a person or entity related to the Grantee that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Grantee, 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.

16. **Prohibition On Certain Contributions – Mayoral Executive Order NO. 2011-4.**

A. The Grantee agrees that the Grantee, any person or entity who directly or indirectly has an ownership or beneficial interest in the Grantee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Grantee's contractors (i.e., any person or entity in direct contractual privity with the Grantee 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 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Grantee 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 fundraising committee (a) after execution of this Agreement by the Grantee, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

B. The Grantee represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Grantee, or the date the Grantee 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.

C. The Grantee 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.

D. The Grantee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

E. Notwithstanding anything to the contrary contained herein, the Grantee agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any

covenant or warranty under this Section 17 or violation of Mayoral Executive Order No. 2011-4 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, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

F. If the Grantee intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Agreement as authorized by City Council, the City may elect to decline execution of this Agreement.

G. For purposes of this provision:

(i) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(ii) "Other Contract" means any other agreement with the City to which the Grantee 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.

(iii) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(iv) 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) 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.

(v) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

18. **Cumulative Remedies.** The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

19. **Date for Performance.** If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

20. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

21. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

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

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

24. **Waiver.** Waiver by the City or the Grantee 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 Grantee in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. Neither prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such party's rights or of any obligations of any other party hereto as to any future transactions.

25 **Severability.** If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

26. **Successors and Assigns.** Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

27. **Authority.** The Parties represent and warrant to each other that they have the full right and lawful authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date first written above.

THE LEGACY PROJECT,
an Illinois not-for-profit corporation

By: _____
Print Name: _____
Its.

CITY OF CHICAGO
an Illinois municipal corporation

By: _____
Commissioner
Department of Transportation

Approved as to form and legality:
By: _____
Senior Corporation Counsel

[(Sub)Exhibit "B" referred to in this Revocable, Non-Transferable Exclusive Use Agreement with The Legacy Project unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Revocable, Non-Transferable Exclusive Use Agreement with The Legacy Project reads as follows:

(Sub)Exhibit "A".
(To Revocable, Non-Transferable Exclusive Use Agreement With The Legacy Project)

Locations Of The Pylons.

1. 3707 North Halsted Street, Chicago, Illinois
2. 3641 North Halsted Street, Chicago, Illinois
3. 3617 North Halsted Street, Chicago, Illinois
4. 3541 North Halsted Street, Chicago, Illinois
5. 3511 North Halsted Street, Chicago, Illinois
6. 3443 North Halsted Street, Chicago, Illinois
7. NBA INFO Kiosk
8. 3340 North Halsted Street, Chicago, Illinois
9. 3311 North Halsted Street, Chicago, Illinois
10. NBA INFO Kiosk
11. 3246 North Halsted Street, Chicago, Illinois
12. 3314 North Halsted Street, Chicago, Illinois
13. 3343 North Halsted Street, Chicago, Illinois
14. 3418 North Halsted Street, Chicago, Illinois
15. 3444 North Halsted Street, Chicago, Illinois
16. 3512 North Halsted Street, Chicago, Illinois
17. 3540 North Halsted Street, Chicago, Illinois
18. 3614 North Halsted Street, Chicago, Illinois
19. NBA INFO Kiosk
20. 3704 North Halsted Street, Chicago, Illinois

VACATION OF PORTIONS OF S. NORMAL AVE., W. 54TH PL., W. 54TH ST. AND SPECIFIED PUBLIC ALLEYS.

[O2012-5642]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a proposed vacation of South Normal Avenue, between vacated West 53rd Place and West Garfield Boulevard, West 54th Place, between South Normal Avenue and South Wallace Street; and the remaining West 54th Street portion of unvacated West 54th Street west of South Normal Avenue; and east/west alleys bounded by West 54th Street, South Normal Avenue, West Garfield Boulevard and South Wallace Street. This ordinance was referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 local government pursuant to Article VII, Section 6(a) of the 1970 constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas or other industrial uses; and

WHEREAS, The City can strengthen established industrial areas and expand the City's jobs base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 5335 -- 5459 South Normal Avenue, 5340 -- 5458 South Normal Avenue, 500 -- 514 West 54th Street, 501 -- 527 and 531 -- 551 West 54th Street, 500 -- 538 and 542 -- 554 West 54th Place, 501 -- 543 and 551 -- 555 West 54th Place, 500 -- and 546 and 556 West Garfield Boulevard are owned by Norfolk Southern Railway Company; and the properties at 529 West 54th Street, 540 West 54th Place, 545 -- 549 West 54th Place and 548 -- 554 West Garfield Boulevard are owned by The Commuter Rail Division of the Regional Transportation Authority (RTA), doing business as Metra; and

WHEREAS, Norfolk Southern Railway Company employs one hundred seventy (170) full-time employees; and

WHEREAS, Norfolk Southern Railway Company proposes to use the portion of the street(s) and alley(s) to be vacated herein for the development of an Intermodal Terminal with expanded parking; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of part of public streets and alleys described in the following ordinance; now, therefore,

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

SECTION 1. That part of South Normal Avenue, West 54th Street and West 54th Place, all 66 feet wide, lying within east half of the southwest quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, together with the 16 foot wide east/west public alleys in Blocks 3 and 4 in Wright and Windett's Subdivision of the south half of the southeast quarter of the southwest quarter of Section 9 aforesaid, bounded and described as follows:

beginning at the southwest corner of Lot 26 in Block 2 in Wright and Windett's Subdivision of the south half of the southeast quarter of the southwest quarter o Section 9 aforesaid; thence north along the east line of South Normal Avenue, said line being also the west line of said Block 2, to the northwest corner of Lot 25 in said Block 2; thence north to the southwest corner of Lot 26 in Block 1 in Wright and Windett's Subdivision aforesaid; thence north along the east line of South Normal Avenue, said line being also the west line of said Block 1, to the northwest corner of Lot 1 in William Frink's

Subdivision of Lots 21, 22, 23, 24 and 25 of Block 1 of Wright and Windett's Subdivision aforesaid; thence north to the southwest corner of Lot 25 in Block 2 in Yourt and Woodbridge's Subdivision of the northeast quarter of the southeast quarter of the southwest quarter of Section 9 aforesaid; thence north along the east line of South Normal Avenue, said line being also the west line of said Block 2 to the northwest corner of Lot 24 in said Block 2; thence west along the westerly extension of the north line of said Lot 24, said line being also the south line of that part of West 53rd Place vacated by Track Elevation Ordinance passed October 23, 1899 and June 18, 1900, to its intersection with the easterly right-of-way line of Pittsburg, Fort Wayne and Chicago Railway, and Chicago and Western Indiana Railroad Company, as described in Document 3813507; thence southwesterly along said easterly right-of-way line, said line being also the southeasterly line of that part of South Normal Avenue vacated by said Track Elevation Ordinance, to a point in the east line of Lot 32 in Block 2 in Wright and Windett's Subdivision of the northwest quarter of the southeast quarter of the southwest quarter of Section 9 aforesaid; thence south along the west line of South Normal Avenue, said line being also the east line of Block 2 aforesaid, 186.5 feet to the southeast corner of Lot 25 in said Block 2; thence west along the north line of West 54th Street, said line being also the south line of said Block 2, to its intersection with the northerly extension of the west line of Lot 7 in Block 4 in Wright and Windett's Subdivision of the northwest quarter of the southeast quarter of the southwest quarter of Section 9 aforesaid; thence south along said northerly extension, said line being also the east line of that part of West 54th Street vacated by said Track Elevation Ordinance to the northwest corner of said Lot 7; thence east along the south line of West 54th Street, said line being also the north line of said Block 4 to the northeast corner of Lot 1 in said Block 4; thence south along the west line of South Normal Avenue, said line being also the east line of said Block 4, to the southeast corner of said Lot 1 in Block 4; thence west along the north line of the 16 foot wide east/west public alley in said Block 4 to the southwest corner of Lot 25 in said Block 4; thence south to the northwest corner of Lot 26 in said Block 4; thence east along the south line of said 16 foot wide alley in Block 4 to the northeast corner of Lot 50 in said Block 4; thence south along the west line of South Normal Avenue, said line being also the east line of said Block 4 to the southeast corner of said Lot 50 in Block 4; thence west along the north line of West 54th Place and its westerly extension, said north line being also the south line of said Block 4 to its intersection with a line drawn 21.00 feet east of and parallel with the west line of South Wallace Street, 66 feet wide, said parallel line being also the west line of that part of South Wallace Street vacated by said Track Elevation Ordinance; thence south along said parallel line to its intersection with the westerly extension of the south line of West 54th Place; thence east along said south line of West 54th Place and its westerly extension, said south line being also the north line of Block 3 in Wright and Windett's Subdivision of the south half of the southeast quarter of the southwest quarter of Section 9 aforesaid to the northeast corner of Lot 1 in Jerome P. Bowe's Subdivision of Lots 1, 2, 3, 4 and 5 in Block 3 of Wright and Windett's Subdivision of the south half of the southeast quarter of the southwest quarter of Section 9 aforesaid; thence south along the west line of South Normal Avenue, said line being also the east line of said Block 3 to the southeast corner of Lot 5 in said Jerome P. Bowe's Subdivision; thence west along the north line of the 16 foot wide east/west public alley in said Block 3 to the southwest corner of Lot 25 in said Block 3; thence south to the northwest corner of Lot 26 in said Block 3; thence east along the south line of said 16 foot wide alley in Block 3 to the northeast corner of Lot 50 in said Block 3; thence south along the west line of South Normal Avenue, said line being also the east line of said Block 3 to the southeast corner of said Lot 50 in Block 3; thence east to the hereinabove designated point of beginning, in Cook County, Illinois as shaded and

legally described by the words "Hereby Vacated" on the drawing hereto attached as Exhibit A, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The Commissioner of Transportation is hereby authorized to accept and approve a restrictive covenant or similar instrument restricting the use and improvement of the public way vacated in Section 1 of this ordinance to industrial uses and for such use and improvements that are accessory as that term is defined in the Chicago Zoning Ordinance. The restriction on use and improvement in the covenant agreement or instrument shall be for a term of 40 years and upon breach of such restriction the public way herein vacated shall revert to the City and be subject to the terms and conditions of the dedication by which it has been heretofore held by the City.

SECTION 3. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Norfolk Southern Railway Company shall deposit in the City Treasury of the City of Chicago, a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb at the entrance to that part of the public streets and alleys hereby vacated, similar to the adjacent and contiguous sidewalk and curb.

SECTION 4. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, its successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew existing overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over and along the alley(s)/street(s) herein vacated, with the right of ingress and egress. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of existing Commonwealth Edison's facilities. No buildings, permanent structures or obstructions shall be placed over Commonwealth Edison's existing facilities in a manner so as to interfere with the operation and maintenance of such facilities without written release of easement by Commonwealth Edison. No building, permanent structures or obstructions shall be placed over or under any railroad rights-of-way or appurtenant facilities in a manner so as to interfere with the operation and maintenance of such railroad rights-of-way or facilities without prior written consent of the railroad(s) impacted. Any future relocation of Commonwealth Edison's facilities lying within the area being vacated shall be performed by Commonwealth Edison at the sole cost and expense of the requesting entity.

SECTION 5. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Norfolk Southern Railway Company shall pay or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant, complying with Section 2 of this ordinance and approved by the Corporation Counsel, and the attached plat approved by authorized staff of CDOT, Maps and Plats.

SECTION 6. This ordinance shall take effect and be in force from and after its passage and publication. The vacation shall take effect and be in force from and after its recording.

[Exhibit "A" referred to in this ordinance printed on pages 35842 through 35846 of this *Journal.*]

Exhibit "A".
(To Ordinance)
Page 1 of 5

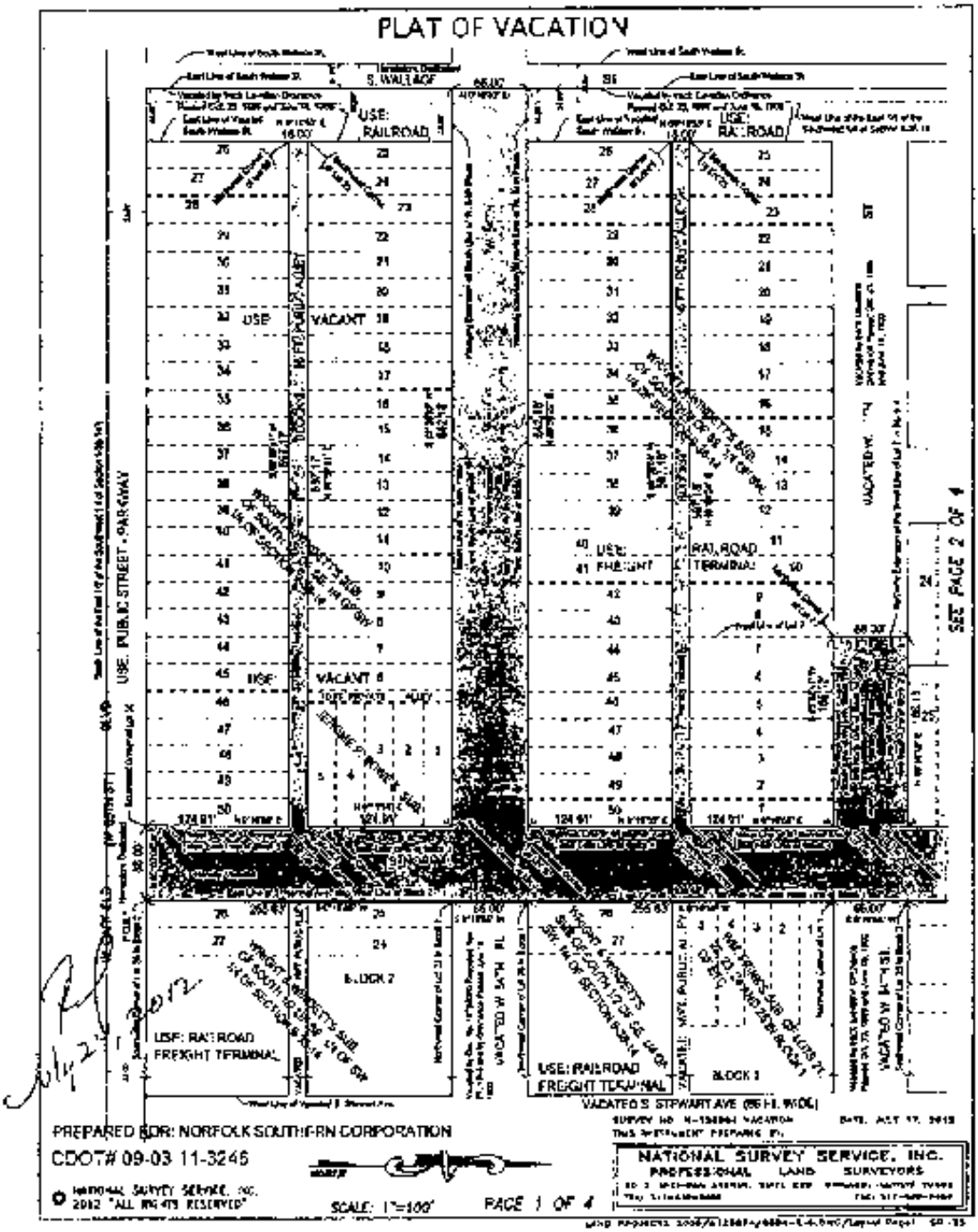


Exhibit "A".
(To Ordinance)
Page 2 of 5

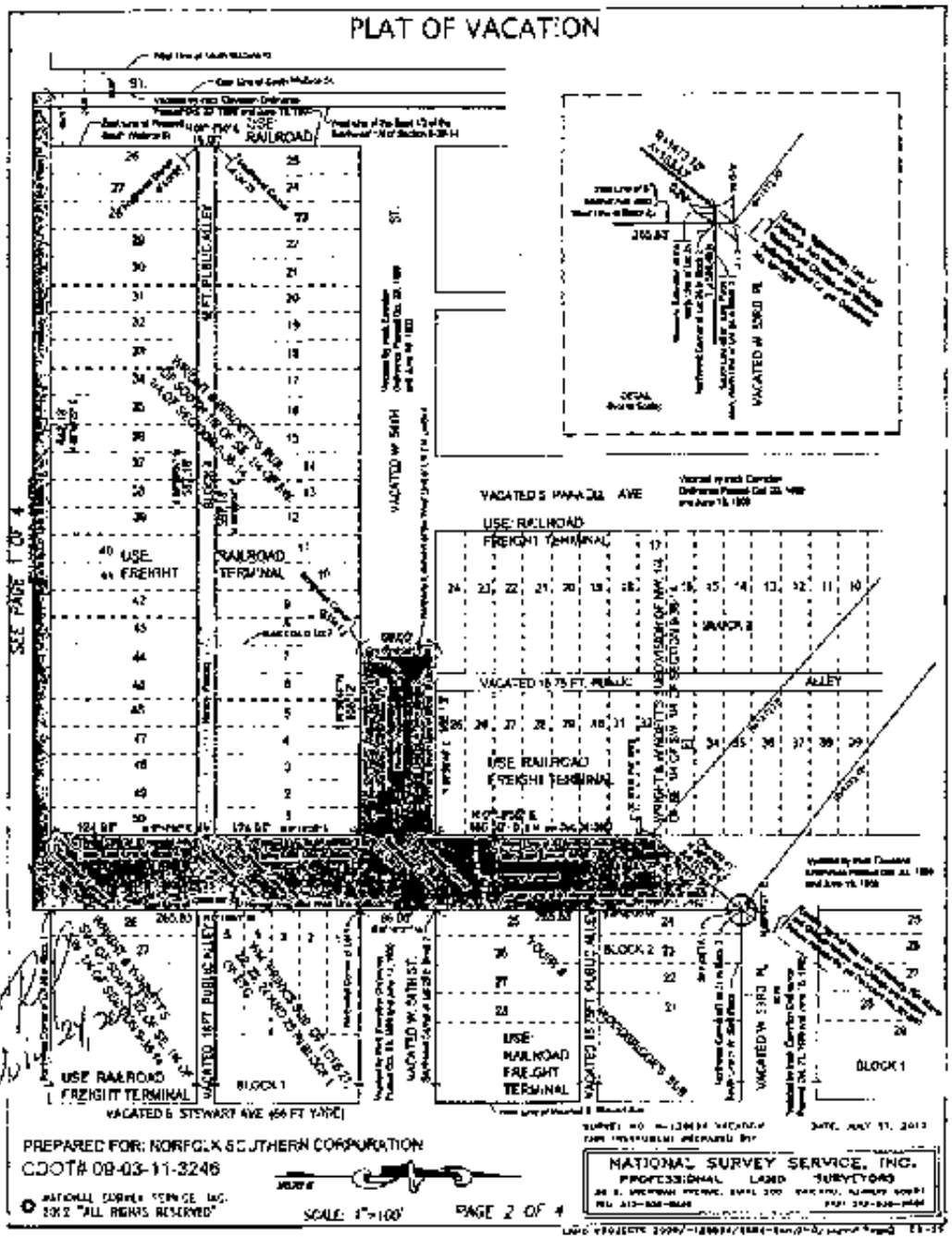


Exhibit "A".
(To Ordinance)
Page 3 of 5

PLAT OF VACATION

AFFECTED P.I.N.'S

20-09-321-008
20-09-321-009
20-09-322-001
20-09-323-001
20-09-326-002
20-09-326-003
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AFFECTED P.I.N.'S

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NOTES:

1. ALL DISTANCES AND BEARINGS SHOWN HEREON ARE MEASURED.
2. THE BASIS OF BEARINGS IS ASSUMED.
3. DATE OF COMPLETION OF FIELD WORK: FEBRUARY 16, 2012
4. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. NO LINEAR UNITS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THIS PLAT.
6. NO CITY CORNERS WERE SET.
7. SUBJECT PROPERTY IS RAILROAD PROPERTY OR PUBLIC STREETS.

NOTE:
AFFECTED P.I.N.s INFORMATION IS BASED ON 2011 COOK COUNTY, ILLINOIS TAX MAP

ZONING INFORMATION (EXHIBIT THROUGH COUNCIL JOURNAL OF DECEMBER 14, 2011)

ZONE RS3 (RESIDENTIAL SINGLE-FAMILY (DETACHED HOUSE) DISTRICT)
THAT PART OF REPUBLIC VACATED (RESTRICTIVE USE LYING WEST OF THE WEST LINE OF THE EAST 10 FEET OF THE SUBDIVISION OF LOT 4 IN SUBDIVISION OF LOT 1

ZONE C1-2 (NEIGHBORHOOD COMMERCIAL DISTRICT)
THAT PART OF THE WEST 66 OF REPUBLIC VACATED SOUTH NORMAL AVENUE LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF REPUBLIC VACATED 16 FOOT WIDE EAST-WEST PUBLIC ALLEY (AS DEDICATED BY DOCUMENT NUMBER 1

SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, TOGETHER WITH THAT PART OF THE SOUTH 1/2 OF SAID ALLEY, LYING NORTH OF AND ADJOINING LOTS 49 TO 61, INCLUSIVE, IN SAID BLOCK 7

ZONE M2-2 (LIMITED MANUFACTURING/BUSINESS PARK DISTRICT)
ALL OF THE VACATED PART OF VACATED WEST LAND (NOT ALSO INCLUDED IN ZONES RS3 AND C1-2)

NOTE: THIS ZONING INFORMATION IS BASED UPON THE IMAGES POSTED ON THE CITY OF CHICAGO WEB SITE, HTTP://WWW.CITYOFCHICAGO.ORG/CITY/EN/DEPTS/DOH/PROVS/PRETRANC.HTML AND IS SUBJECT TO INTERPRETATION.
NATIONAL SURVEY SERVICE, INC. DOES NOT TAKE ANY RESPONSIBILITY FOR THIS INFORMATION

July 24, 2012

PREPARED FOR NORFOLK SOUTHERN CORPORATION

CDOT# 09-03-11-3746

© NATIONAL SURVEY SERVICE, INC. 2012 "ALL RIGHTS RESERVED"

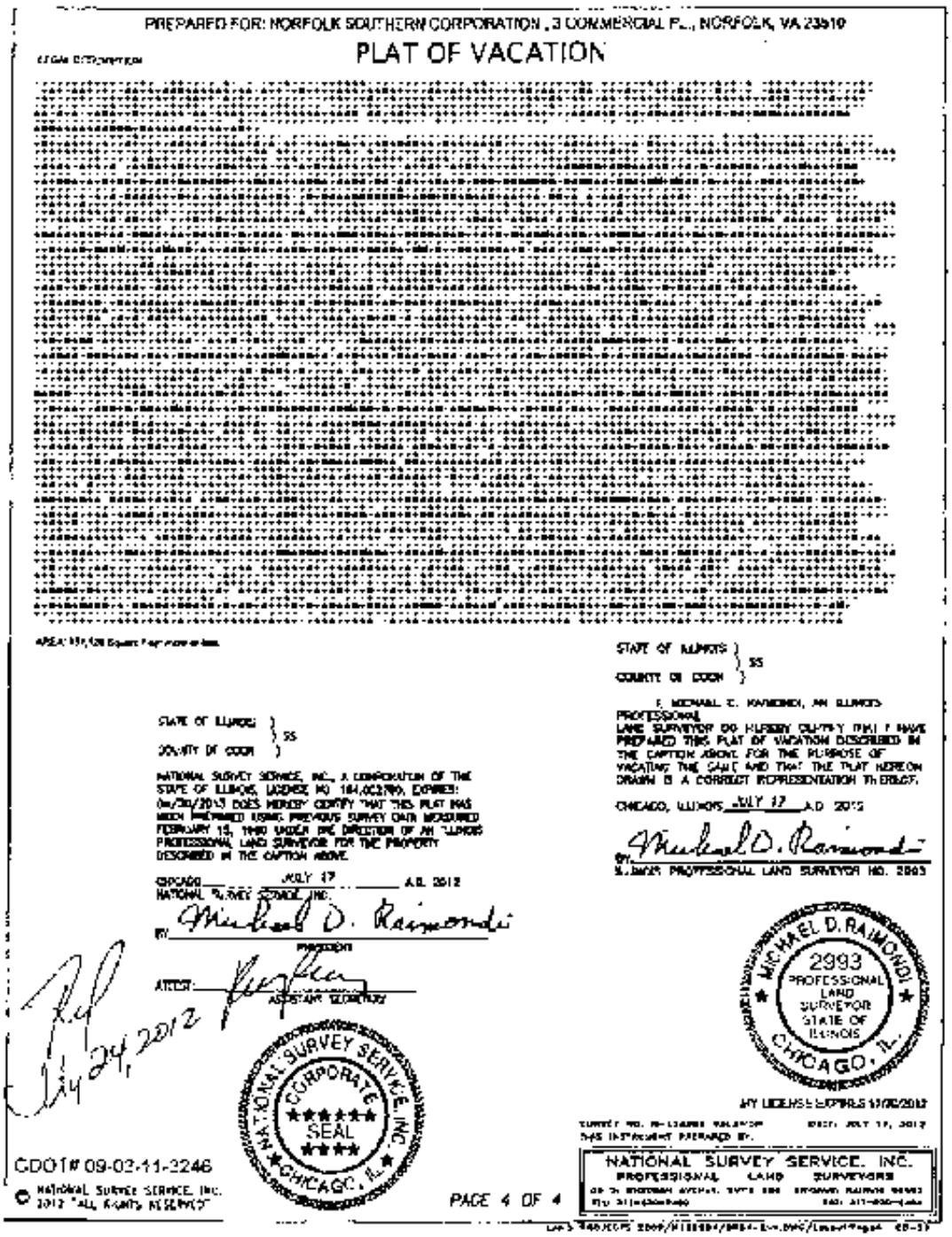
SURVEY NO. H-128484 VACATION DATE JULY 02 2012
THIS INSTRUMENT PREPARED BY

NATIONAL SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS

PAGE 3 OF 4

LAND DESCRIPTION (H-128484)(ADDITIONAL PLATS)(Layout1)

Exhibit "A".
(To Ordinance)
Page 4 of 5



PREPARED FOR: NORFOLK SOUTHERN CORPORATION , 3 COMMERCIAL PL., NORFOLK, VA 23510

PLAT OF VACATION

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

NATIONAL SURVEY SERVICE, INC., A CORPORATION OF THE STATE OF ILLINOIS, LICENSE NO 184.002790, EXPIRES: 04/30/2013 DOES HEREBY CERTIFY THAT THIS PLAT WAS WHEN PREPARED USING PREVIOUS SURVEY DATA MEASURED FEBRUARY 15, 1980 UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR FOR THE PROPERTY DESCRIBED IN THE CAPTION ABOVE.

CHICAGO JULY 17 A.D. 2012
NATIONAL SURVEY SERVICE, INC.
BY: Michael D. Raimondi
PRESIDENT
ATTEST: [illegible]
ASSISTANT SECRETARY

NATIONAL SURVEY SERVICE, INC. CORPORATE SEAL CHICAGO, IL

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

I, MICHAEL D. RAIMONDI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF VACATION DESCRIBED IN THE CAPTION ABOVE FOR THE PURPOSE OF VACATING THE SAME AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF.

CHICAGO, ILLINOIS JULY 17 A.D. 2012

BY: Michael D. Raimondi
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2993

MICHAEL D. RAIMONDI 2993 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHICAGO, IL

MY LICENSE EXPIRES 11/30/2012

THIS INSTRUMENT PREPARED BY:
NATIONAL SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS

7/24/2012

CDOT# 09-02-11-2246

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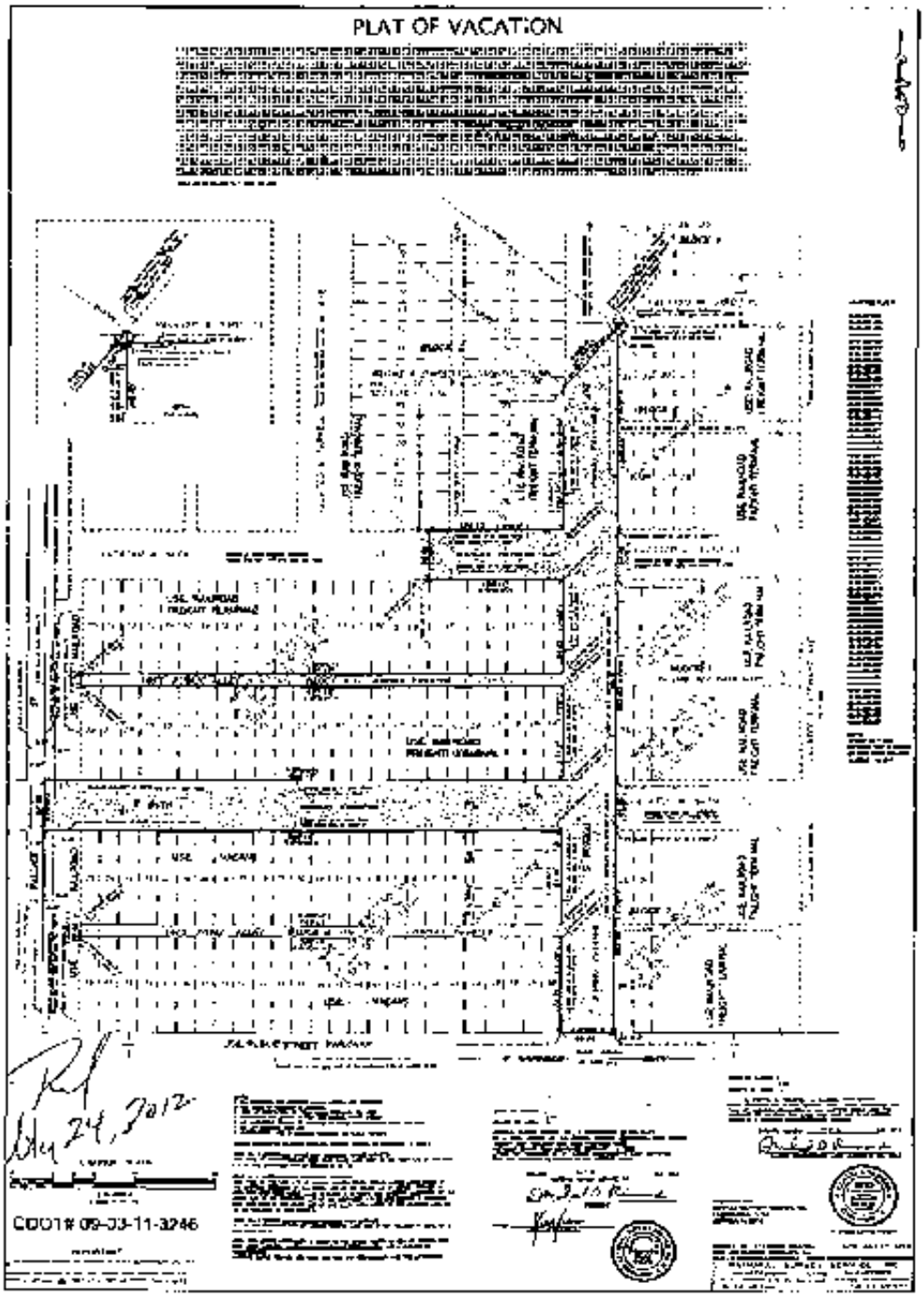
PAGE 4 OF 4

Exhibit "A".
(To Ordinance)
Page 5 of 5



EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* ordinances authorizing and directing the Commissioner of the Department of Transportation and/or the Director of Revenue to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

AMR.

[O2012-5760]

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

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt AMR from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress into 3065 North Elston Avenue.

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

Antiques On Old Plank Road, Inc.

[O2012-5555]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Antiques on Old Plank Road, Inc., 1750 North Springfield Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

B.I.G. Baseball Academy.

[O2012-5882]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt B.I.G. Baseball Academy from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 812 -- 814 East 52nd Street with main building located at 5147 -- 5157 South Cottage Grove Avenue.

SECTION 2. This ordinance shall take effect and be in force pending passage and approval.

Chase Bank.

[O2012-5877]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Chase Bank, 4730 West 79th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

Community Counseling Centers Of Chicago.

[O2012-5763]

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

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Community Counseling Centers of Chicago from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress into 2540 West North Avenue.

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

The Domain Group LLC.

[O2012-5880]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt The Domain Group LLC, 1415 West Cortez Street, Chicago, Illinois 60642, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

Ethel F. Kanter LLC/Easy Car Credit, Inc.

[O2012-5870]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Ethel F. Kanter LLC and tenant Easy Car Credit, Inc. of 3645 -- 3651 North Western Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Image Car Wash.

[O2012-5762]

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

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Image Car Wash from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress into 1850 North Western Avenue.

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

Inksmith, Inc./Donal Egan.

[O2012-5556]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Inksmith, Inc./Donal Egan, 3352 North Milwaukee Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

Jake's Auto Body Repair, Inc.

[O2012-5554]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Jake's Auto Body Repair, Inc., 3425 North Pulaski Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

Jasson Auto Repair.

[O2012-5875]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Jasson Auto Repair, 4555 West 59th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address, except during the hours of 6:00 P.M. to 8:00 A.M., Monday through Friday, after 4:00 P.M. on Saturdays, and after 4:00 P.M. on Sundays, until 8:00 A.M. on Mondays.

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

Madison/Aberdeen Partners LLC/Viktor Jakoljevic.
(4 N. Aberdeen St.)

[O2012-5909]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Madison/Aberdeen Partners LLC/Viktor Jakoljevic of 4 North Aberdeen Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

Madison/Aberdeen Partners LLC/Viktor Jakoljevic.
(20 -- 22 N. Aberdeen St.)

[O2012-5903]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Madison/Aberdeen Partners LLC/Viktor Jakoljevic of 20 -- 22 North Aberdeen Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

McDonald's/Midan, Inc.

[O2012-5915]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt McDonald's/Midan, Inc., 2700 North Milwaukee Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address at 2700 North Milwaukee Avenue.

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

Merit Concrete, Inc.

[O2012-5828]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Merit Concrete, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for premises address at 3929 -- 3931 North Elston Avenue.

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

Northwest Autoworks, Inc.

[O2012-5869]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Northwest Autoworks, Inc. of 4517 -- 4525 West Belmont Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 4517 -- 4525 West Belmont Avenue, Chicago, Illinois.

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

Opine Properties/Amin Andani.

[O2012-5920]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Opine Properties/Amin Andani, 3045 -- 3051 West Fullerton Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for premises address at 3045 -- 3051 West Fullerton Avenue.

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

Pearl Auto Spa, Inc.

[O2012-5864]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Pearl Auto Spa, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for premises address at 3045 -- 3049 West Irving Park Road.

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

Joseph And Rosalia Pecoraro.

[O2012-5872]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Joseph and Rosalia Pecoraro of 7516 -- 7520 North Harlem Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

Rollin Rides Auto Sales, Inc.

[O2012-5887]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Rollin Rides Auto Sales, Inc. located at 7417 -- 7419 South Western Avenue, Chicago, Illinois 60636, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

South Chicago Detail Shop.

[O2012-5862]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt South Chicago Detail Shop of 8173 South South Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and to parking facilities for premises address.

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

Three Twins II LLC.

[O2012-5765]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Three Twins II LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress into 2327 -- 2331 West Nelson Street.

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

The University Of Chicago.

[O2012-5866]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt The University of Chicago at 5757 South University Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

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

1601 West Division LLC.

[O2012-5768]

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

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 1601 West Division LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress into 1611 West Division Street.

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

HONORARY DESIGNATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way a begs leave to report and recommend that Your Honorable Body *Pass* ordinances and a substitute ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances and substitute ordinance were referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

Portion Of S. Ashland Avenue To Be Known As "Senator Howard B. Brookins, Sr. Way".

[O2012-5628]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Ashland Avenue, from West 93rd Street to West 95th Street (9300 to 9500 South Ashland Avenue), as "Senator Howard B. Brookins, Sr. Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

Portion Of W. 26th St. To Be Known As "Vincente Fernandez Way".

[O2012-5650]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of both sides of 2800 to 3199 West 26th Street, from South California Avenue to South Kedzie Avenue, as "Vincente Fernandez Way" (installation of 12 to 15 signs).

SECTION 2. This ordinance shall take effect upon its passage and publication.

Portion Of N. Leclaire Ave. To Be Known As "Honorary Gus Kabrales Way".

[O2012-5637]

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

SECTION 1. That an ordinance heretofore passed by the City Council allowing the erection of honorary street names and signs, the Commissioner of Transportation shall take the necessary steps for the standardization of North Leclaire Avenue, between 5200 West North Avenue and 5300 West North Avenue, to be known as "Honorary Gus Kabrales Way".

SECTION 2. This ordinance shall take effect and be in full force hereinafter its passage and publication.

Portion Of E. 63rd St. To Be Known As "George Kyros Way".

[O2012-5626]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of East 63rd Street, from South Cottage Grove Avenue to South Maryland Avenue, as "George Kyros Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

Portions Of W. 103rd St. And S. Maplewood Ave. Intersection To Be Known As "Corporal Conner Lowry Way".

[O2012-5624]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the northeast corner of West 103rd Street and South Maplewood Avenue (facing east/west and pointing north), as "Corporal Conner Lowry Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

Portion Of W. 99th St. To Be Known As "Father Daniel Mallette Way".

[SO2012-5627]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows

erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 99th Street, from South Beverly Avenue to South May Street, as "Father Daniel Mallette Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

Portions Of W. 103rd St. And S. Wood St. Intersection To Be Known As "Pastor O'Donnell Dr.".

[O2012-5625]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the northeast corner of West 103rd Street and South Wood Street (facing east/west and pointing north) and the standardization of the northeast corner of West 103rd Street and South Wood Street (facing east/west and pointing north), as "Pastor O'Donnell Drive".

SECTION 2. This ordinance shall take effect upon its passage and publication.

Portion Of S. Nashville Ave. To Be Known As "Ronald J. Seehoffer Way".

[O2012-5630]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the 6200 block of South Nashville Avenue as "Ronald J. Seehoffer Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

Re-Referred -- HONORARY DESIGNATION OF PORTION OF S. DREXEL BLVD. AS "DR. TIMUEL D. BLACK WAY".

[O2012-5638]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 26, 2012.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that your Honorable Body *Re-Refer* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Drexel Boulevard, from 49th Street to 50th Street, as "Dr. Timuel D. Black Way". This ordinance was referred to the Committee on September 12, 2012.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Transportation and Public Way* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

COMMITTEE ON WORKFORCE DEVELOPMENT AND AUDIT.

COLLECTIVE BARGAINING AGREEMENT WITH PUBLIC SAFETY EMPLOYEES UNION, UNIT II.

[O2012-5913]

The Committee on Workforce Development and Audit submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Your Committee on Workforce Development and Audit, to which was referred September 12, 2012, a collective bargaining agreement with the Public Safety Employees Union, Unit II, begs leave to recommend that Your Honorable Body *Pass* the agreement submitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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 hereby approves an agreement between the City of Chicago and Public Safety Employee Union, Unit II, substantially in the form attached hereto.

The Mayor is authorized to execute this agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

[Agreement with Public Safety Employees Union, Unit II referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

APPOINTMENT OF THOMAS J. KOTEL AS MEMBER OF PUBLIC BUILDING COMMISSION.

(Mayoral Application MA-149)

[A2012-130]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Presenting a report for Your Committee on Zoning, Landmarks and Building Standards which held a meeting on September 27, 2012, the following ordinances were passed by a majority of the members present:

On page 2, one ordinance was withdrawn. It is Application Number A-7841.

Page 1 of the Committee report contains the mayoral appointment of Thomas J. Kotel as a member of the Public Building Commission.

Page 1 also contains the reappointment of Samuel Wm. Sax as a member of the Public Building Commission.

Page 1 contains one text amendment regarding recycling facilities within Commercial Zoning Districts.

Pages 1 to 9 of the Committee report contain ordinances for zoning map amendments.

Page 9 contains the waiver of building permit fees for various properties.

Page 10 contains orders for advertising and business identification signs.

I hereby move for approval of the appointment of Thomas J. Kotel (MA-149) transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the committee's recommendation was *Concurred In* and the said proposed appointment of Thomas J. Kotel as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF SAMUEL WM. SAX AS MEMBER OF PUBLIC BUILDING COMMISSION.

(Mayoral Application MA-150)

[A2012-132]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on September 27, 2012, the following ordinances were passed by a majority of the members present:

On page 2, one ordinance was withdrawn. It is Application Number 7841.

Page 1 of the Committee report contains the mayoral appointment of Thomas J. Kotel as a member of the Public Building Commission.

Page 1 also contains the reappointment of Samuel Wm. Sax as a member of the Public Building Commission.

Page 1 contains one text amendment regarding recycling facilities within Commercial Zoning Districts.

Pages 1 to 9 of the Committee report contain ordinances for zoning map amendments.

Page 9 contains the waiver of building permit fees for various properties.

Page 10 contains orders for advertising and business identification signs.

I hereby move for approval of the reappointment of Samuel Wm. Sax (MA-150) transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the committee's recommendation was *Concurred In* and the said proposed reappointment of Samuel Wm. Sax as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

AMENDMENT OF SECTION 17-3-0207 OF MUNICIPAL CODE BY MODIFYING USE TABLE AND STANDARDS FOR RECYCLING FACILITIES WITHIN COMMERCIAL ZONING DISTRICTS.

(TAD-493)

[O2012-4997]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on September 27, 2012, the following ordinances were passed by a majority of the members present:

On page 2, one ordinance was withdrawn. It is Application Number A-7841.

Page 1 of the Committee report contains the mayoral appointment of Thomas J. Kotel as a member of the Public Building Commission.

Page 1 also contains the reappointment of Samuel Wm. Sax as a member of the Public Building Commission.

Page 1 contains one text amendment regarding recycling facilities within Commercial Zoning Districts.

Pages 1 to 9 of the Committee report contain ordinances for zoning map amendments.

Page 9 contains the waiver of building permit fees for various properties.

Page 10 contains orders for advertising and business identification signs.

I hereby move for passage of the proposed ordinance (TAD-493) transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None

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

The following is said ordinance as passed.

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

SECTION 1. Title 17-3-0207 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

17-3-0207 Use Table And Standards

Use Group / Use Category / Specific Use Type		Zoning Districts						Use Standard	Parking Standard
		B1	B2	B3	C1	C2	C3		
P = permitted by right S = special use approval required PD = planned development approval required -- = Not allowed									
Residential									
A Household Living									
1.	Artist Live/Work Space located above the ground floor	P	P	P	P	P	--		§ 17-10-0207-C
2.	Artist Live/Work Space located on the ground floor	S	P	S	S	S			§ 17-10-0207-C
3.	Dwelling Units located above the ground floor	P	P	P	P	P	--		§ 17-10-0207-C
4.	Dwelling Units located on the ground floor (as follows)								

(Omitted text is unaffected by this ordinance.)

UU. Recycling Facilities									
1.	Class I	--	--	P	P~~S~~	P	P		§ 17-10-0207-U
2.	Class II	--	--	--	P~~S~~	P	P		§ 17-10-0207-U

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect after its passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREAS SHOWN ON MAP NOS. 15-I AND 18-G.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards, which held a meeting on September 27, 2012, the following ordinances were passed by a majority of the members present:

On page 2, one ordinance was withdrawn. It is Application Number A-7841.

Page 1 of the Committee report contains the mayoral appointment of Thomas J. Kotel as a member of the Public Building Commission.

Page 1 also contains the reappointment of Samuel Wm. Sax as a member of the Public Building Commission.

Page 1 contains one text amendment regarding recycling facilities within Commercial Zoning Districts.

Pages 1 to 9 of the Committee report contain ordinances for zoning map amendments.

Page 9 contains the waiver of building permit fees for various properties.

Page 10 contains orders for advertising and business identification signs.

I hereby move for passage of the proposed ordinance and substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 15-I.
(Application No. 17536)
(Common Address: 5822 -- 5826 N. Western Ave.)

[O2012-4973]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 15-I in the area bounded by:

a line 269.83 feet south of and parallel to West Thorndale Avenue; North Western Avenue; a line 373.83 feet south of and parallel to West Thorndale Avenue; and the public alley next west of and parallel to North Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 18-G.
(As Amended)
(Application No. 17444)
(Common Address: 7501 -- 7559 S. Ashland Ave., 1500 -- 1534 W. 76th St. And 7500 -- 7558 S. Laflin St.)

[SO2012-1313]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 18-G in the area bounded by:

South Ashland Avenue; West 76th Street; South Laflin Street; and a line approximately 630.23 feet north of and parallel to West 76th Street,

to those of a B3-1 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 18-G in the area bounded by:

South Ashland Avenue; West 76th Street, South Laflin Street; and a line approximately 630.23 feet north of and parallel to West 76th Street,

to the designation of Business Planned Development Number ____ which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development attached and made a part thereto and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development No. _____.

Plan Of Development Statements.

1. The area delineated herein as Planned Development Number _____ ("Planned Development") consists of approximately 222,918.11 square feet (5.12 acres) of

property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is controlled by the Applicant, Gendell Partners 75th/Ashland LLC (the "Applicant") for purposes of this Planned Development.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assignees or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the plans, and subject to review and approval by the Department of Business Affairs and Consumer Protection.

   Ingress or egress shall be pursuant to the plans and may be subject to the review and approval of the Departments of Housing and Economic Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II Approval, the submitted plans must be approved by the Department of Transportation.

4. This plan of development consists of seventeen (17) statements; a Bulk Regulations Table; the following plans pertaining to the Applicant's residential and commercial retail project (the "Project") prepared by Environmental Design International, Inc. dated September 20, 2012: an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; Subarea Map; Site Plan; Landscape Plan; and the following plans pertaining to the Walmart store prepared by BRR Architecture dated September 20, 2012: Building Elevations (North, South, East and West), submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Housing and Economic Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all

requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses shall be permitted on the Property: Subarea A: Retail Sales (General), Liquor Sales, Drive Through Facilities, Co-located Wireless Communication Facilities Uses; Subarea B: Uses permitted in the Commercial Use Group, Gas Stations, Drive Through Facility, Daycare, Personal Service, Financial Services, Employment Agency, Office, Personal Service, Medical Service, Auto Supply, and Co-located Wireless Communication Facilities Uses. The following are prohibited uses: residential uses, Loan Store, Pawn Shop, Undertaking, Lodging, Urban Farm, and Non-Accessory Parking, Residential Storage Warehouses, Uses in the Industrial Use Category, Freestanding Wireless Communication Towers, Sports, and Recreation (Participant).

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Housing and Economic Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply.

9. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department of Housing and Economic Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

10. Prior to the Part II Approval (per Section 17-13-0610 of the Zoning Ordinance) in Subareas B1 and B2, the Applicant shall submit a site plan, landscape plan and building elevations for the specific subarea(s) for review and approval by the Department of Housing and Economic Development. Review and approval by the Department of Housing and Economic Development is intended to assure that specific development components substantially conform with the Planned Development and to assist the City in monitoring ongoing development. Subarea Site Plan Approval Submittals need only include that portion of the Property for which approval is being sought by the Applicant. If the Applicant is seeking approval for a portion of the Property that represents less than an entire subarea, the Applicant shall also include a site plan for that area of the Property which is bounded on all sides by either public rights-of-way or the boundary of the nearest subarea. The site plan provided shall include all dimensioned and planned street rights-of-way.

No Part II Approval for any portion of the Property shall be granted until Site Plan approval has been granted. Following approval by the Department of Housing and Economic Development, the approved Subarea Site Plan Approval Submittals, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the Planned Development.

After approval of the Subarea Site Plan, changes or modifications may be made pursuant to the provisions of Statement 13. In the event of any inconsistency between approved plans and the terms of the Planned Development, the terms of the Planned Development shall govern. Any Subarea Site Plan Approval Submittals shall, at a minimum, provide the following information:

-- fully-dimensioned site plan (including a footprint of the proposed improvements);

-- fully-dimensioned building elevations;

-- fully-dimensioned landscape plan(s); and

-- statistical information applicable to the subject subarea, including floor area, the applicable FAR, uses to be established, building heights and setbacks.

Subarea Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the Planned Development.

11. The Site and Landscape plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Housing and Economic Development. Any interim reviews associated with site plan review or Part II Reviews, are conditional until final Part II Approval.

12. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.

13. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

15. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. At the time of a hearing before the Chicago Plan Commission, all developments must be in substantial compliance with the current City of Chicago Sustainable Development Policy set forth by the Department of Housing and Economic Development.

16. The Applicant agrees to design and fund the installation of a traffic signal at the intersection of South Ashland Avenue and West 75th Place. This signal shall be operational prior to the issuance of the Certificate of Occupancy for the Wal-Mart store in Subarea A.

17. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Unless substantial construction of the proposed improvements as contemplated in this Planned Development has commenced within six (6) years following the adoption of this Planned Development, and is diligently pursued, then this Planned Development shall expire. If this Planned Development expires under the provision of this section, then the Commissioner of the Department of Housing and Economic Development shall initiate a Zoning Map Amendment to rezone the Property to B3-1 Community Shopping District.

[Existing Zoning Map; Surrounding Land-Use Map; Planned Development Boundary Line and Right-of-Way Adjustment Map; Subarea Map; Landscape Plan; and Front, Rear, Right and Left Elevations referred to in these Plan of Development Statements printed on pages 35875 through 35881 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Planned Development No. ____.

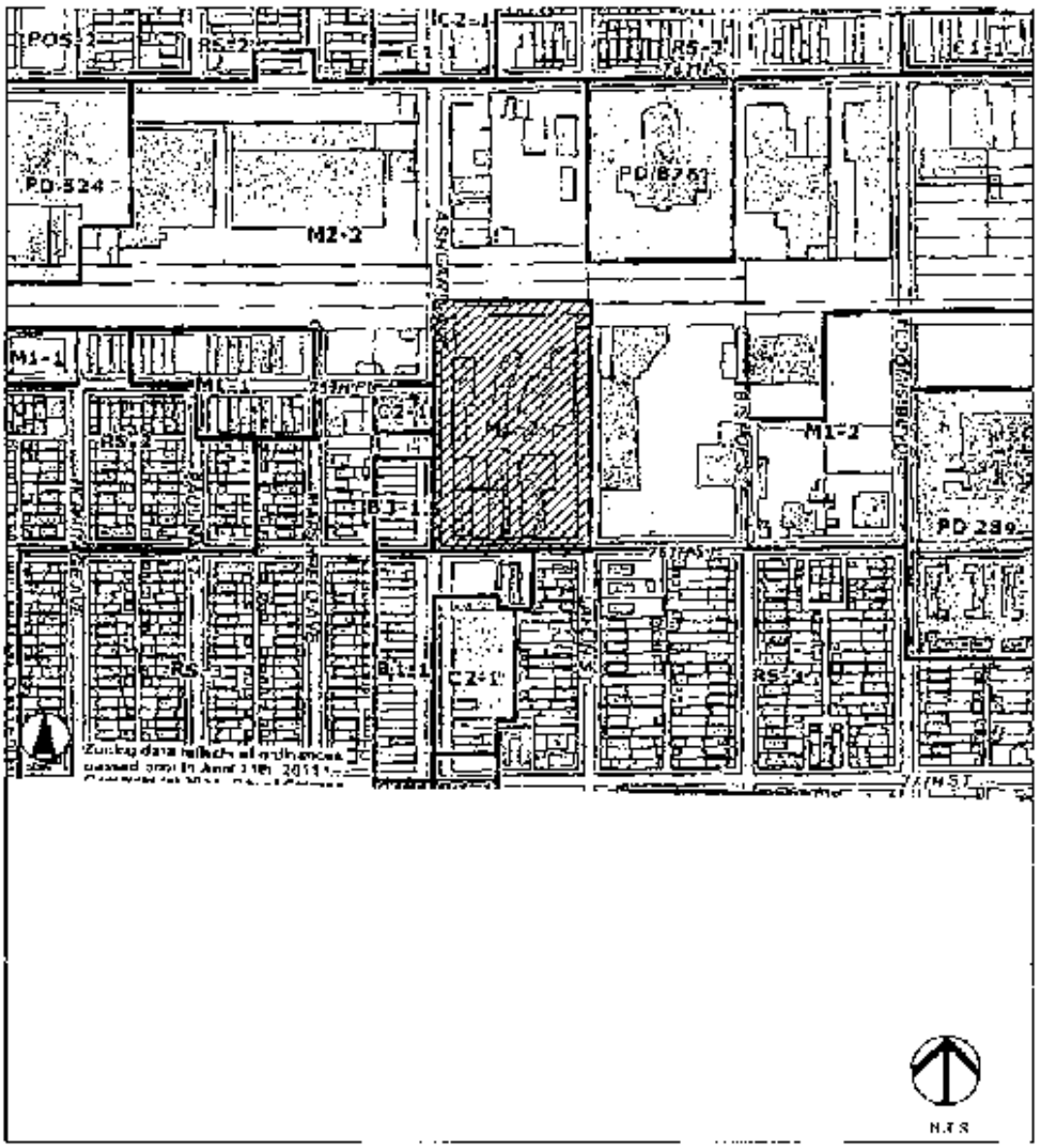
Bulk Regulations And Data Table.

Site Area:

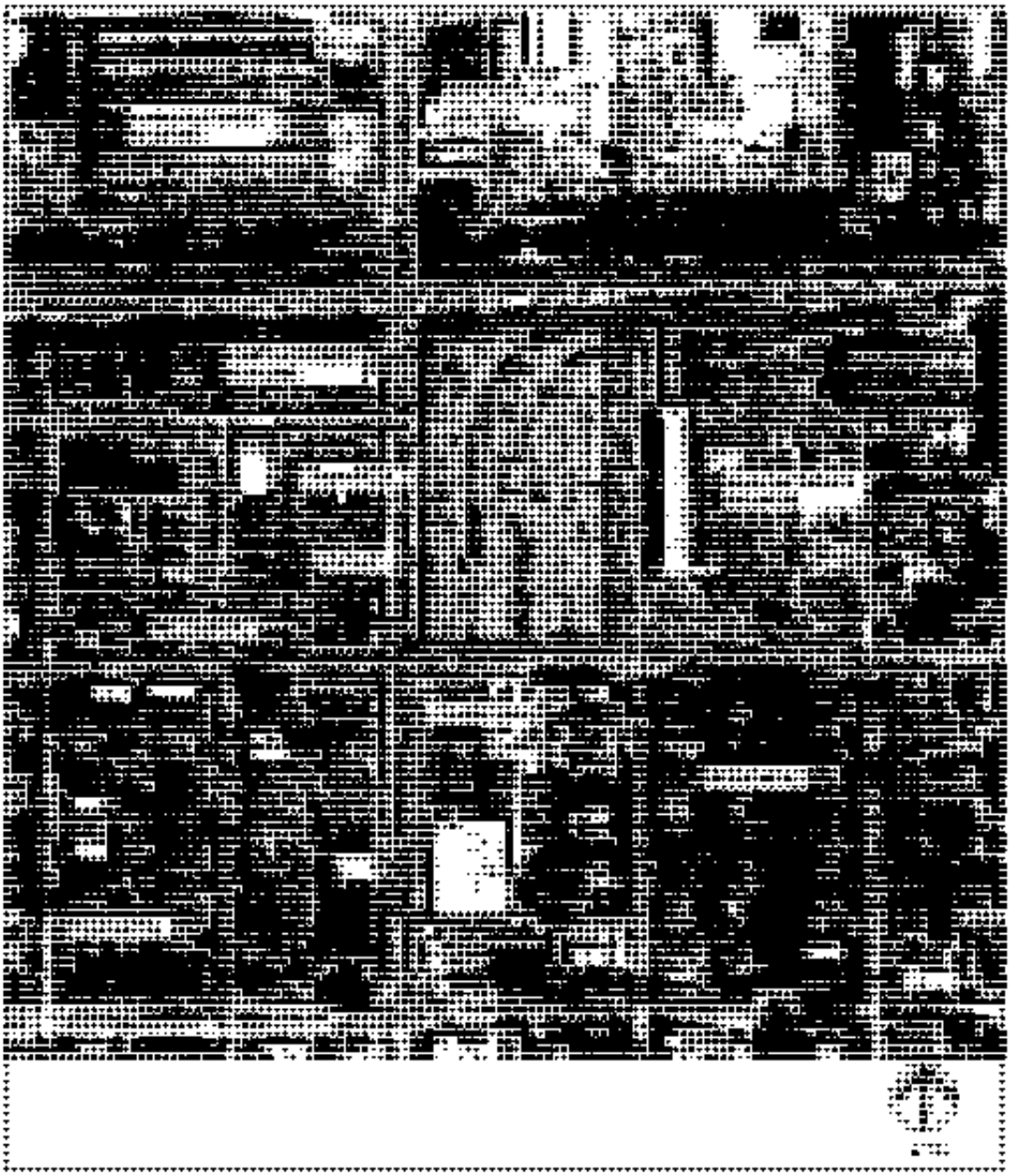
Gross Site Area:	289,787.68 square feet (6.65 acres)
Net Site Area:	222,918.11 square feet (5.12 acres)
Public Right-of-Way:	66,869.57 square feet (1.53 acres)

Net Site Area:	
Subarea A:	162,803 square feet (3.74 acres)
Subarea B1:	28,819 square feet (0.66 acre)
Subarea B2:	31,296 square feet (0.72 acre)
Maximum Height:	25 feet
Maximum Floor Area Ratio:	
Subarea A:	0.20
Subarea B1:	0.15
Subarea B2:	0.17
TOTAL FAR:	0.52
Proposed Subarea A Building Setbacks:	
Front:	per site plan
Side:	8.5 feet
Rear:	8.5 feet
Subarea B Building Setbacks:	per underlying zoning
Parking Spaces:	
Subarea A:	130
Subarea B:	45
TOTAL:	175
Loading Spaces:	
Subarea A:	2
Subarea B:	per underlying zoning
Bicycle Spaces:	30

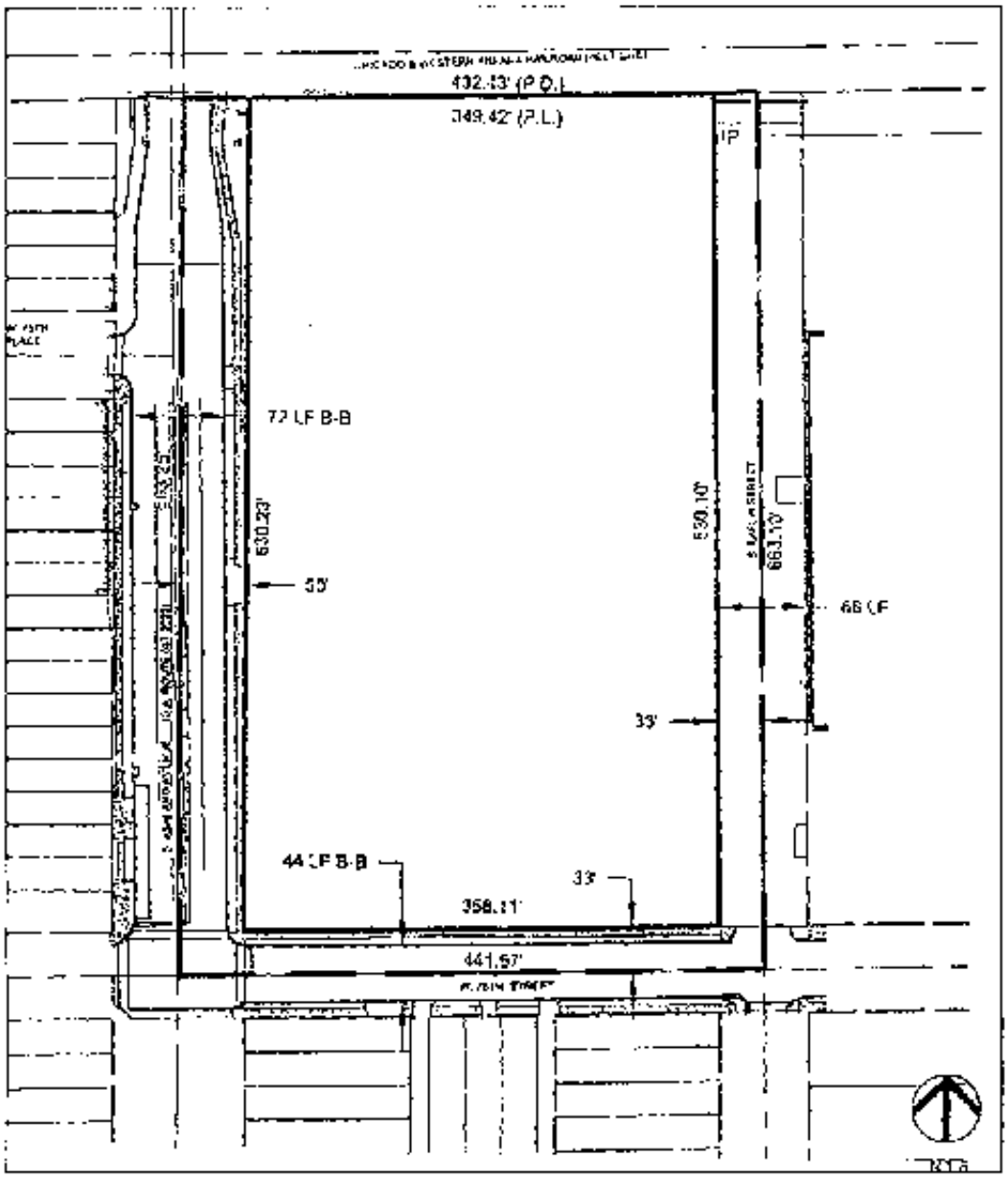
Existing Zoning Map.



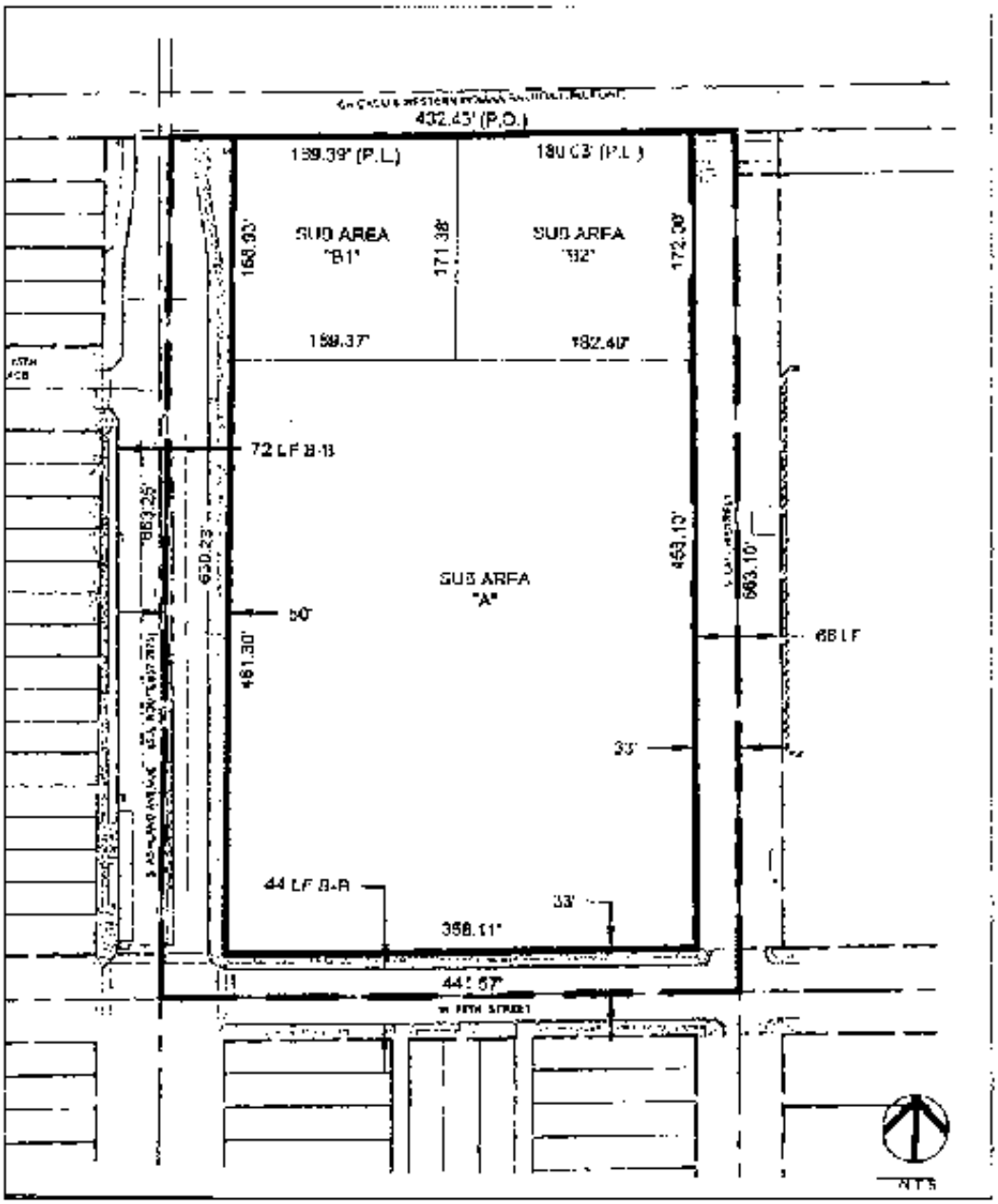
Surrounding Land-Use Map.



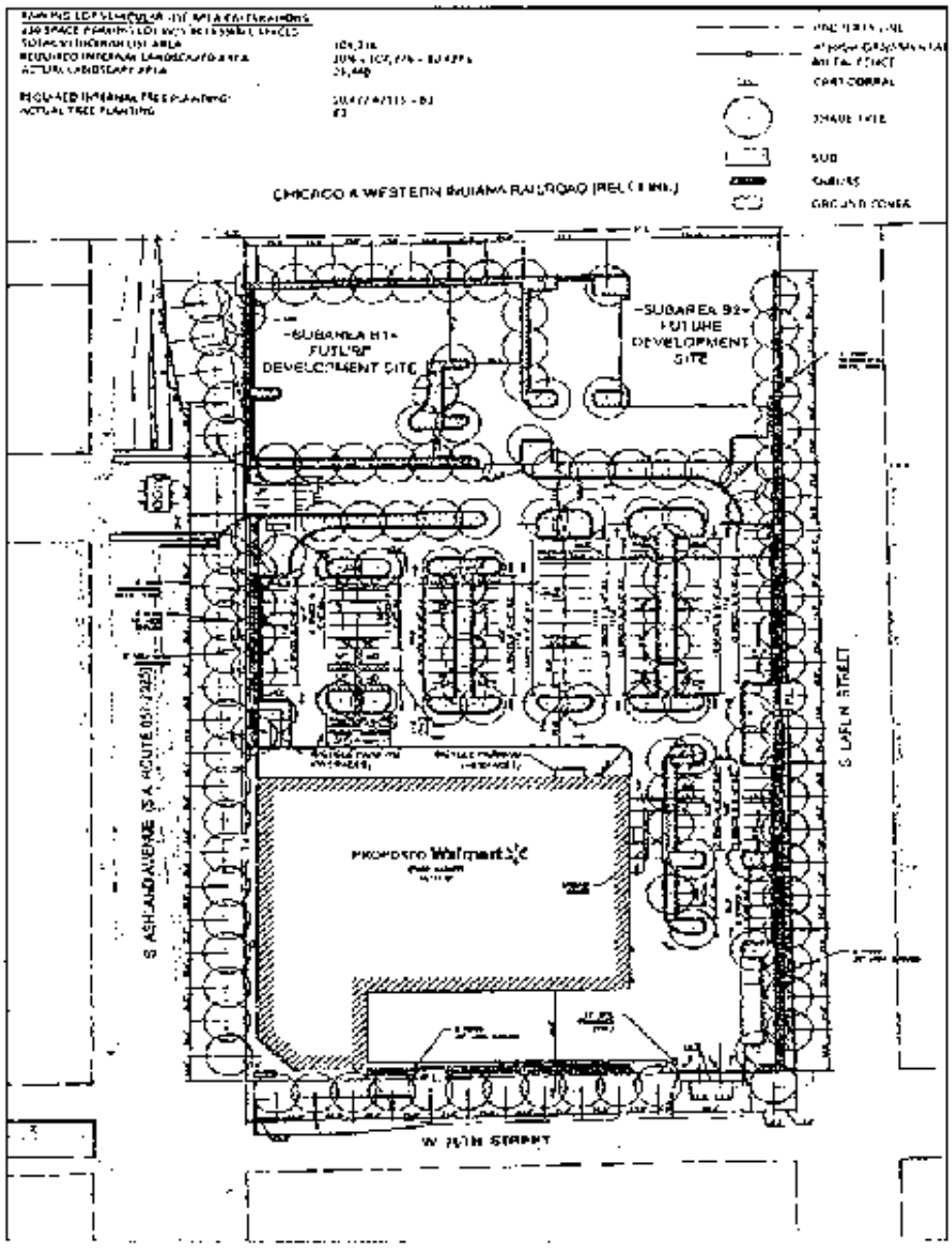
Planned Development Boundary Line
And Right-Of-Way Adjustment Map.



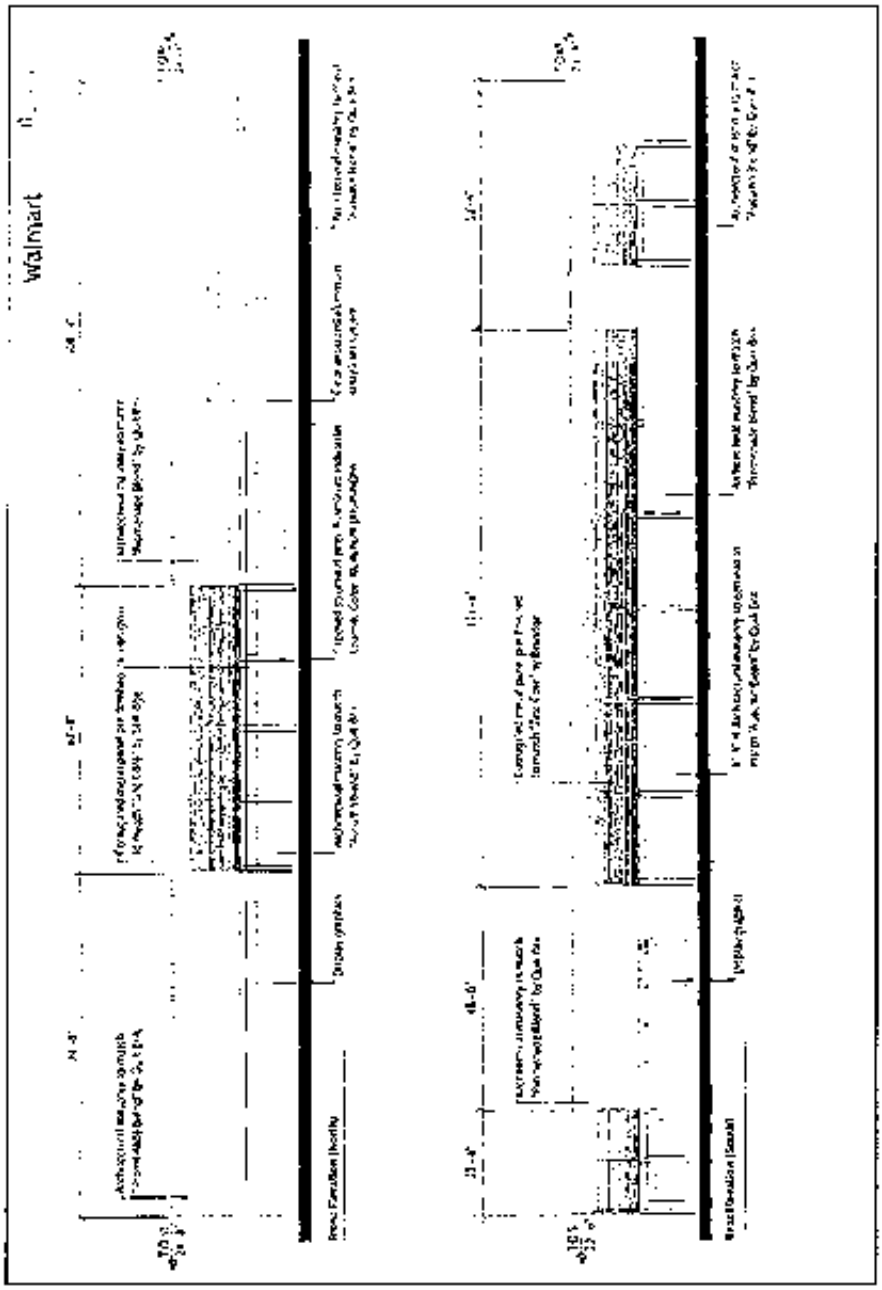
Subarea Map.


432.43' (P.O.)
SUB AREA "B1"
SUB AREA "B2"
SUB AREA "A"
72 LF B-B
50'
68 LF
33'
44 LF B-B
33'
358.11'
44.57'
NTS

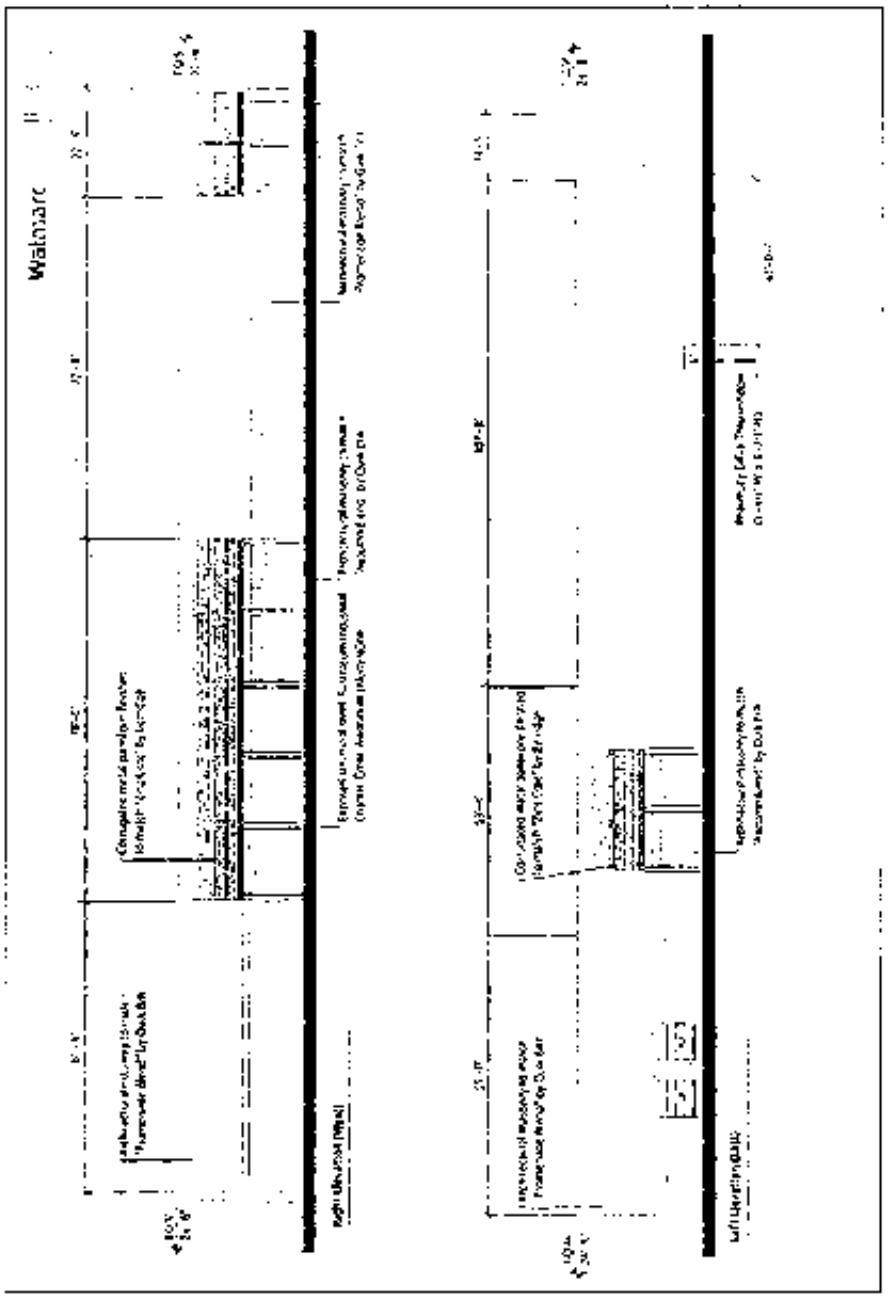
Landscape Plan.



Elevations
(Page 1 of 2)



Elevations
(Page 2 of 2)



AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards, which held a meeting on September 27, 2012, the following ordinances were passed by a majority of the members present:

On page 2, one ordinance was withdrawn. It is Application Number A-7841.

Page 1 of the Committee report contains the mayoral appointment of Thomas J. Kotel as a member of the Public Building Commission.

Page 1 also contains the reappointment of Samuel Wm. Sax as a member of the Public Building Commission.

Page 1 contains one text amendment regarding recycling facilities within Commercial Zoning Districts.

Pages 1 to 9 of the Committee report contain ordinances for zoning map amendments.

Page 9 contains the waiver of building permit fees for various properties.

Page 10 contains orders for advertising and business identification signs.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 1-G.
(Application No. 17445)
(Common Address: 216 N. May St.)

[O2012-1320]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 1-G in the area bounded by:

the alley next south of and parallel to West Fulton Street; North May Street; the alley next north of and parallel to West Lake Street; and the alley next west of and parallel to North May Street,

to those of C1-3 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 1-L.
(Application No. A-7808)
(Common Address: 413 -- 415 N. Kedzie Ave.)

[O2012-2492]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 1-L in the area bounded by:

a line 165 feet south of and parallel to the public alley next south of and parallel to West Franklin Boulevard; the public alley next east of and parallel to North Kedzie Avenue; a line 205 feet south of and parallel to the public alley next south of and parallel to West Franklin Boulevard; and North Kedzie Avenue,

to those of C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 1-L.
(Application No. A-7809)
(Common Address: 419 N. Kedzie Ave.)

[O2012-2484]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 1-L in the area bounded by:

a line 125 feet south of and parallel to the public alley next south of and parallel to West Franklin Boulevard; the public alley next east of and parallel to North Kedzie Avenue; a line 145 feet south of and parallel to the public alley next south of and to West Franklin Boulevard; and North Kedzie Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 2-F.
(As Amended)
(Application No. 17243)
(Common Address: 1 -- 41 S. Halsted St., 723 -- 741 W. Madison St.,
And 760 -- 778 W. Monroe St.)

[SO2011-2296]

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

SECTION 1. That the Chicago Zoning Ordinance, be amended by changing all of the

DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 2-F in the area bounded by:

West Madison Street; the Kennedy (I-90) Expressway; West Monroe Street; and South Halsted Street,

to those of a Residential Business Planned Development District and a corresponding use district hereby established in the area above described.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development Statements.

1. The area delineated herein as Planned Development Number TBD ("Planned Development") consists of approximately 79,658 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the applicant, Mid City Plaza LLC .

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different than the applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.

3. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the applicant or its successors, assignees or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the plans.

   Ingress or egress shall be pursuant to the plans and may be subject to the review and approval of the Departments of Housing and Economic Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II Approval, the submitted plans must be approved by the Department of Transportation.

4. This plan of development consists of 17 statements; a Bulk Regulations Table; an Existing Land-Use Area Map; a Planned Development Property Line and a Right-of-Way Adjustment Map; Existing Zoning and Street System Map; Generalized Site Plan; Banquet Floor Plan; Amenity Floor Plan; Typical Parking Floor Plan; Residential Floor Plan 11 -- 42; Residential Floor Plan 43 -- 46; Landscape Plan; a Green Roof Plan; Building Elevations (North, South, East and West) and Chicago Builds Green form prepared by FitzGerald Associates Architects and dated August 16, 2012, submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Housing and Economic Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a planned development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses are permitted in the area delineated herein as a Residential-Business Planned Development: hotel; banquet and meeting room facilities; retail; residential; parking; uses as permitted in the Commercial Use group in the DX-7 Downtown Mixed-Use District.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Housing and Economic Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted Floor Area Ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a Net Site Area of 79,658 square feet.

9. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department of Housing and Economic Development. The fee, as determined by staff at the time, is final and binding on the applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Housing and Economic Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II Approval.

11. The applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Environment and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.

12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the applicant, its successors and assigns and, if different than the applicant, the legal titleholders and any ground lessors.

13. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The applicant shall achieve LEED Certification for the residential tower and will provide a 50 percent Green Roof, 13,815 square foot green roof on the top of the retail/ parking podium.

15. The permitted Floor Area Ratio identified in the Bulk Regulations Table has been determined using a Net Site Area of 79,658 square feet and a base FAR of 7.0. The improvements to be constructed on the Property will utilize the following series of FAR bonuses:

Description (list of all bonuses applied for and calculations)	FAR
Base FAR:	7.0
Density Bonus:	1.4
Upper Level Setbacks:	1.0
Total FAR:	9.4

16. Pursuant to Section 17-4-1004-B of the Zoning Ordinance, the applicant has requested an increase in the floor area ratio for the Property, as set forth in the bonus worksheet

required under Section 17-4-1003-D and attached hereto as Exhibit _____ ("Bonus Worksheet"). Any developer of a building receiving an affordable housing floor area bonus ("Eligible Building") must either provide on-site affordable housing units or make a cash payment to the City's Affordable Housing Opportunity Fund. The applicant has elected to make a cash payment in lieu of providing on-site affordable housing units. In accordance with the formulas set forth in Section 17-4-1004-C and the Bonus Worksheet, the applicant acknowledges and agrees that it must make a cash payment in the amount of $2,587,291.84 ("Cash Payment"). The applicant must make the required Cash Payment before the issuance of any building permits for the Eligible Building, including, without limitation, excavation or foundation permits, and must comply with all applicable affordable housing standards and requirements set forth in Section 17-4-1004, the terms of which are incorporated herein by this reference.

17. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Housing and Economic Development shall initiate a Zoning Map Amendment to rezone the property to DX-7 Downtown District.

[Bonus Worksheet Exhibit referred to in these Plan of Development Statements unavailable at time of printing.]

[Existing Land-Use Map; Property Line Map and Right-of-Way Adjustment Map; Existing Zoning and Street System Map; Generalized Site Plan; Banquet Floor Plan; Typical Parking Floor Plan; Amenity Floor Plan; Residential Floors 11 -- 42 and 43 -- 46; Landscape Plan; Green Roof Plan; North, South, East and West Elevations; Affordable Housing Agreement Form (Rental); and Chicago Builds Green Form referred to in these Plan of Development Statements printed on pages 35890 through 35909 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

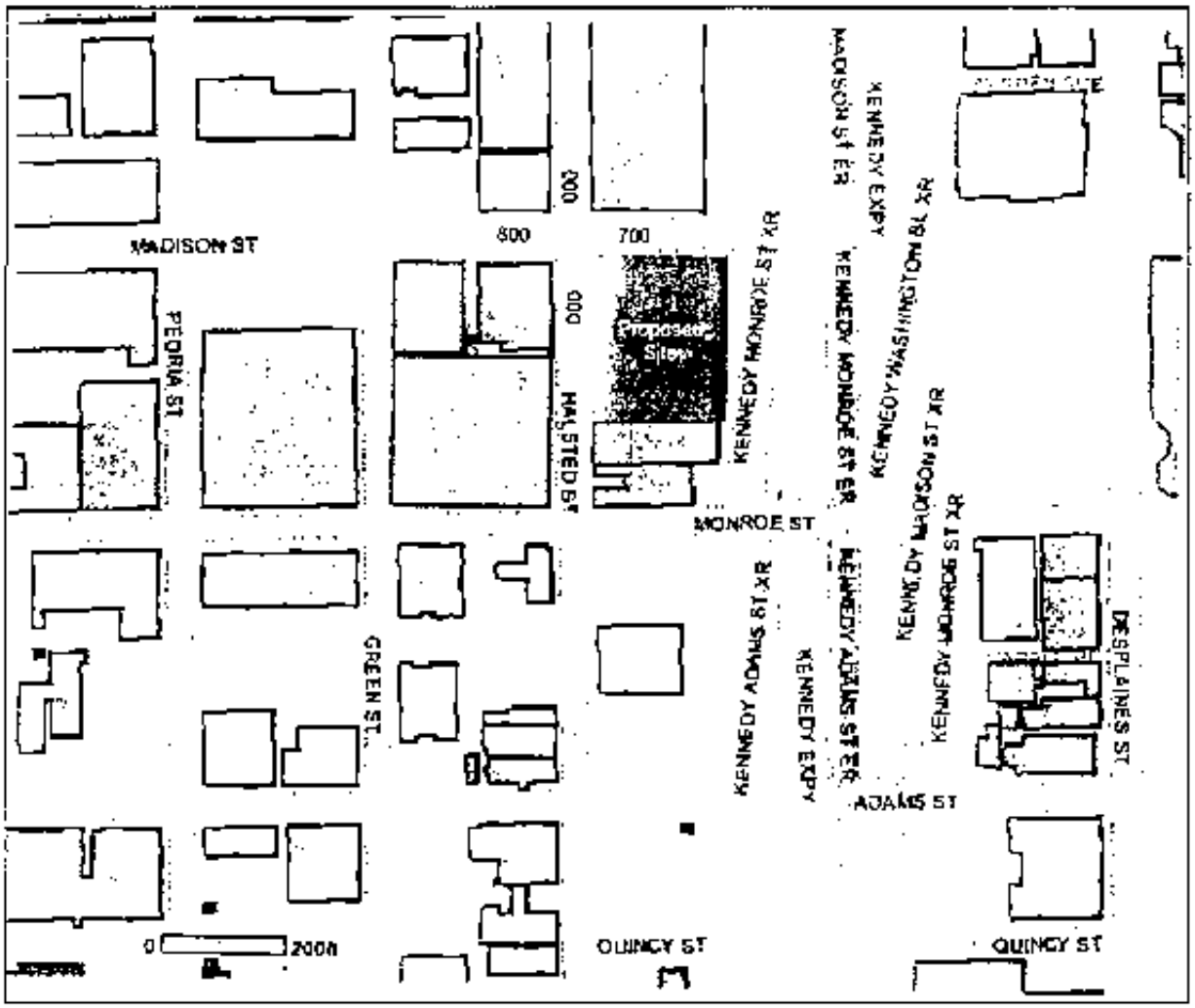
Amended Residential-Business Planned Development No. _____.

Bulk Regulations And Data Table.

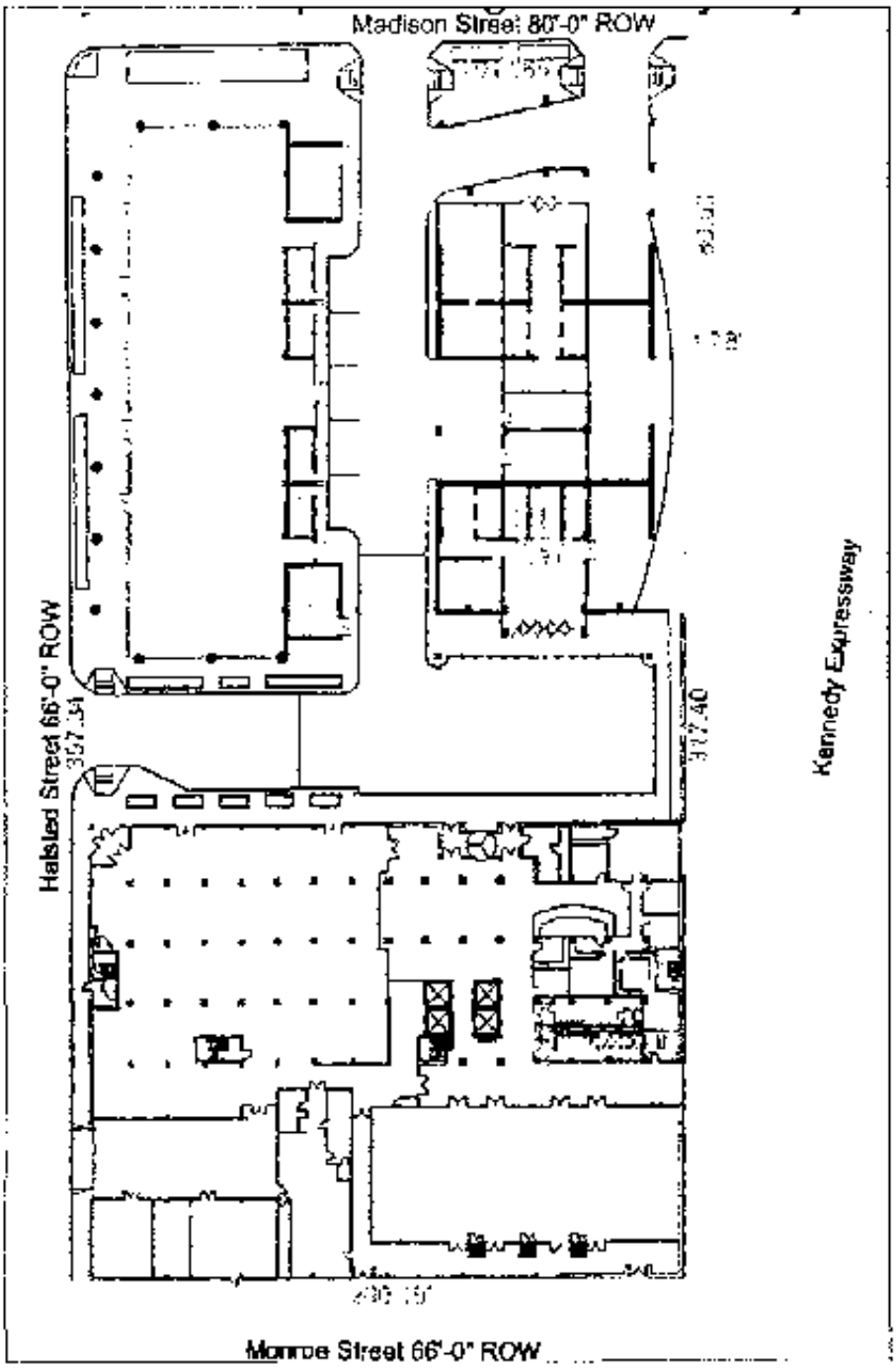
Gross Site Area:	109,981 square feet
Net Site Area:	79,658 square feet
Public Right-of-Way:	30,232 square feet

Allowable Uses:	Per Statement Number 5
Banquet and Meeting Room Facilities:	47,000 square feet
Retail Area:	10,000 square feet
Existing Number of Hotel Rooms:	399 rooms
Maximum Number of Units:	492 units
Base Floor Area Ratio:	7.0
Density Bonus Floor Area Ratio -- ARO:	1.4
Density Bonus Floor Area -- Setback:	1.0
Maximum Floor Area Ratio:	9.4
Maximum Site Coverage (of Net Site):	95%
Minimum Number of Accessory Off-Street Parking Spaces:	520
Minimum Bicycle Parking Area:	50 spaces
Minimum Number of Off-Street Loading Spaces:	3 spaces
Minimum Building Setbacks:	
From West Madison Street:	0 feet
From east property line:	0 feet
From West Monroe Street:	0 feet
From South Halsted Street:	0 feet
Maximum Building Height:	490 feet (as measured by Chicago Zoning Ordinance)
On-Site Open Space (roof of 9-story building):	17,712 square feet
Green Roof:	13,815 square feet

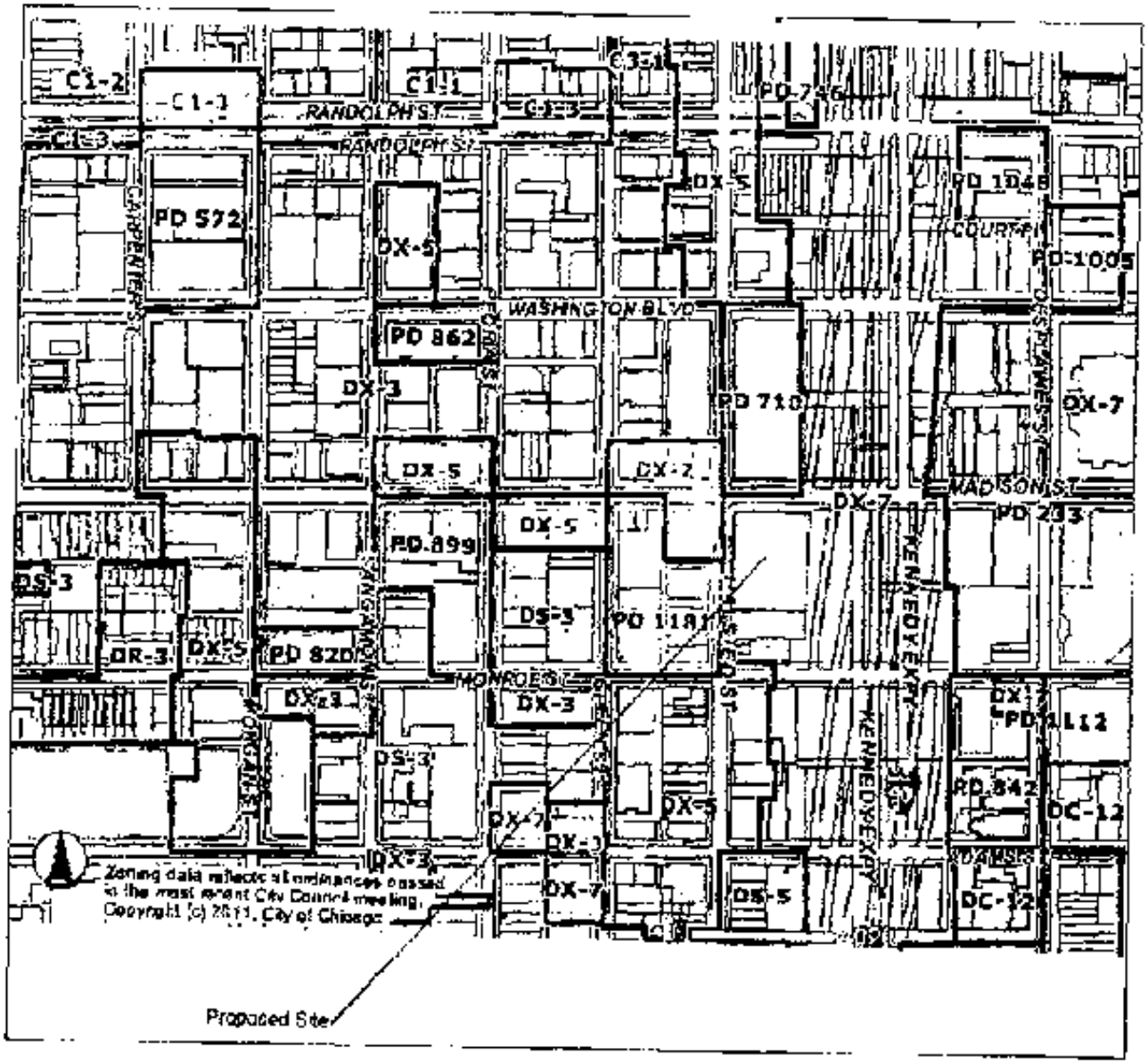
Existing Land-Use Area Map.



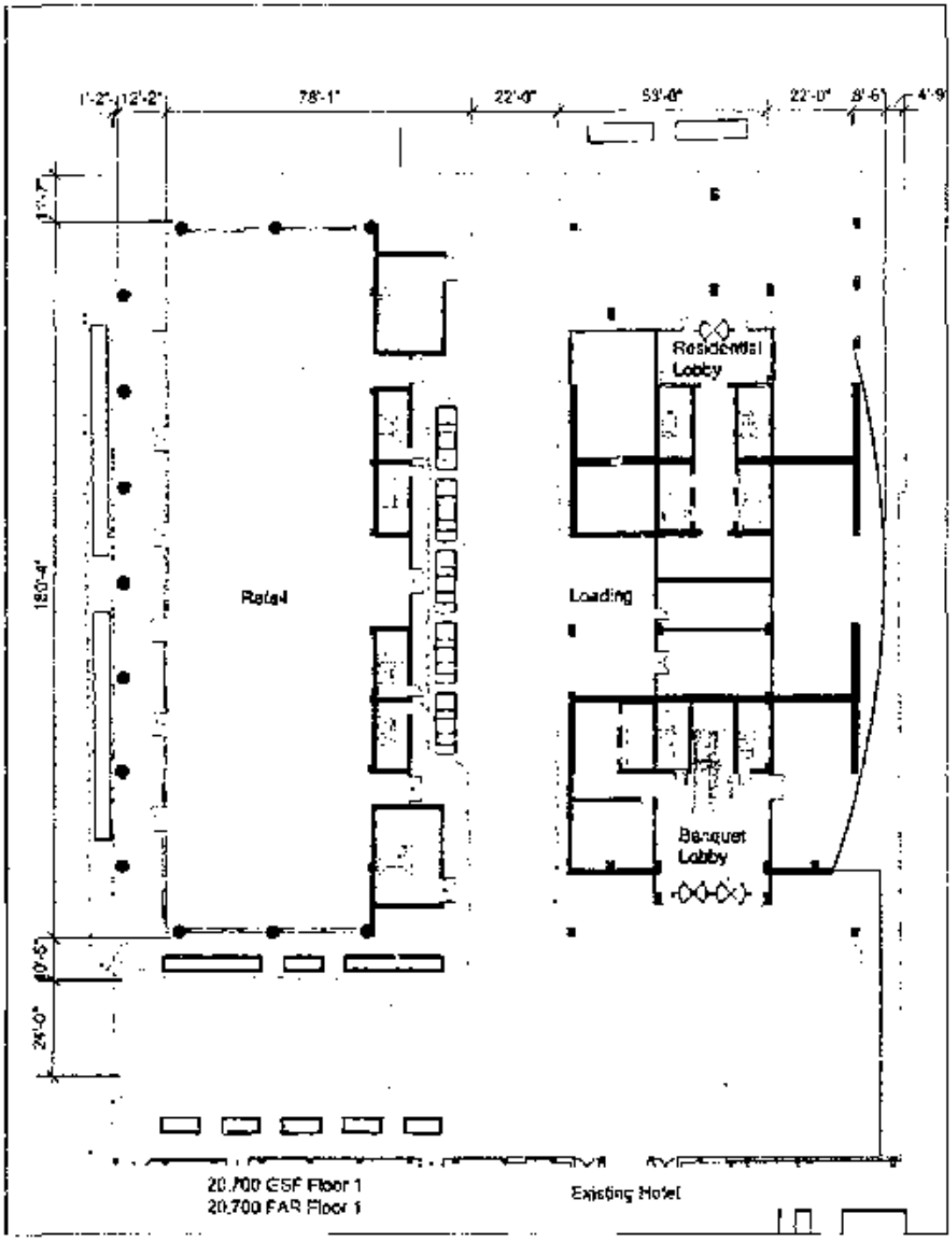
Property Line Map And Right-of-Way Adjustment Map.



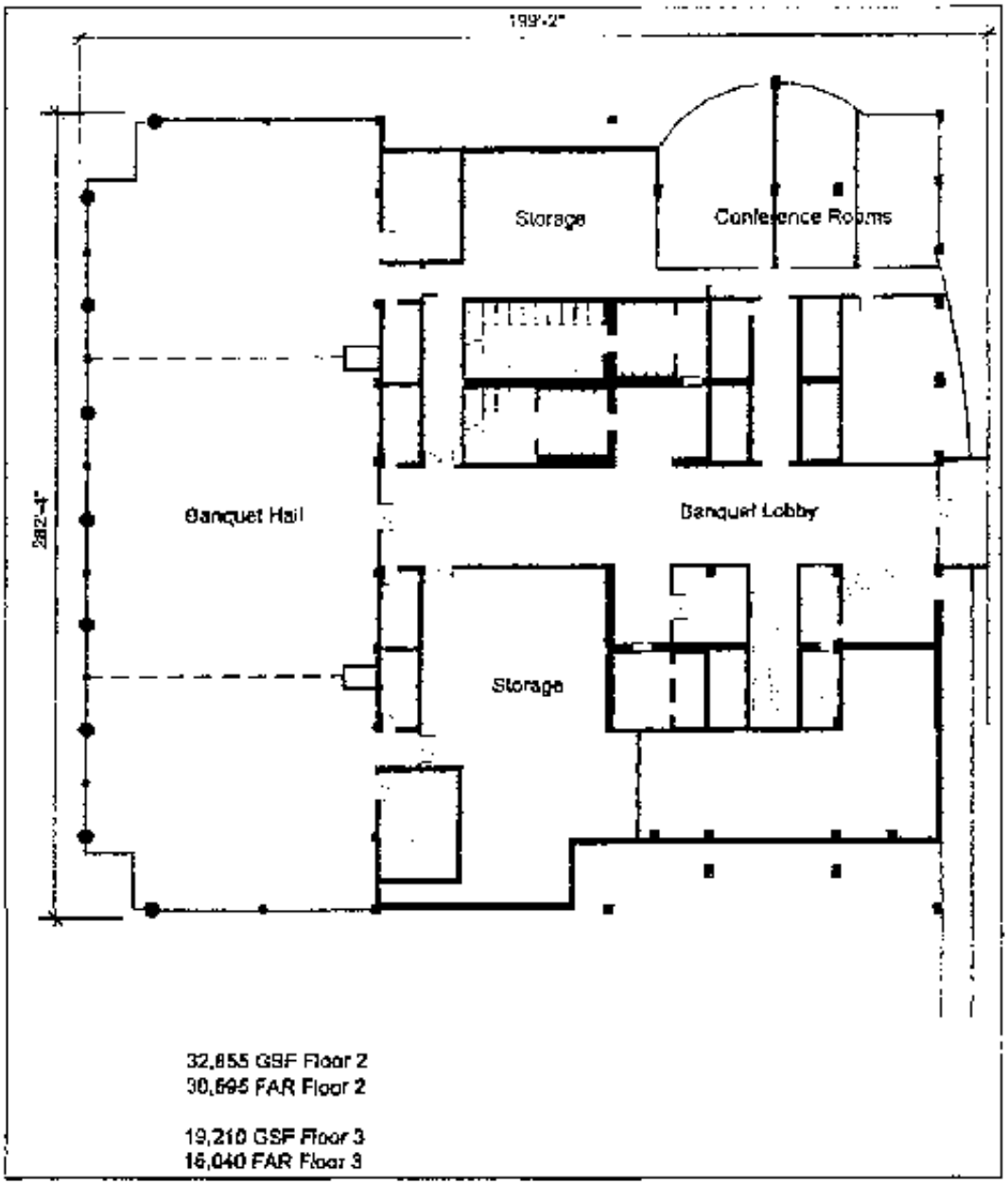
Existing Zoning and Street System Map.



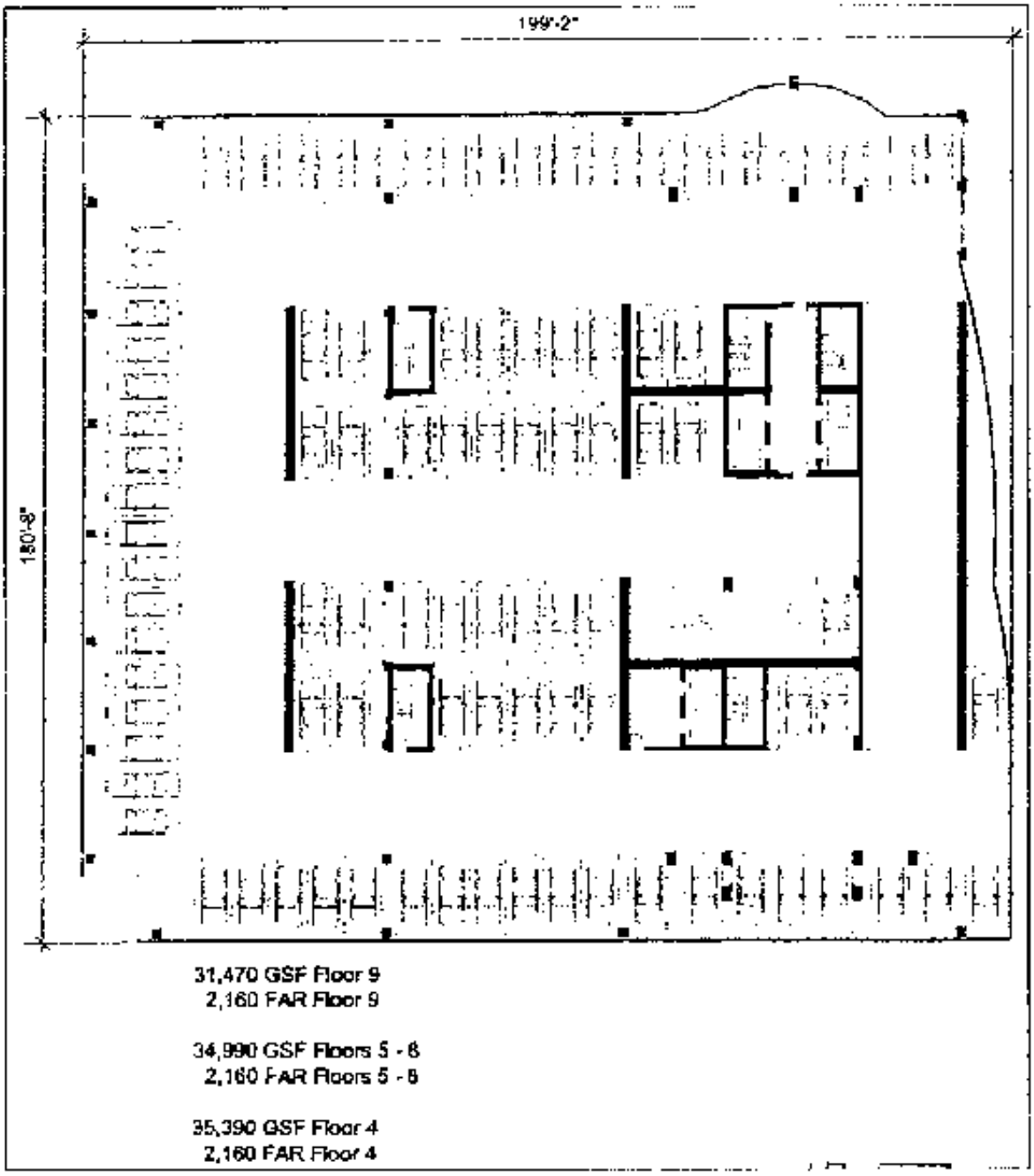
Generalized Site Plan.



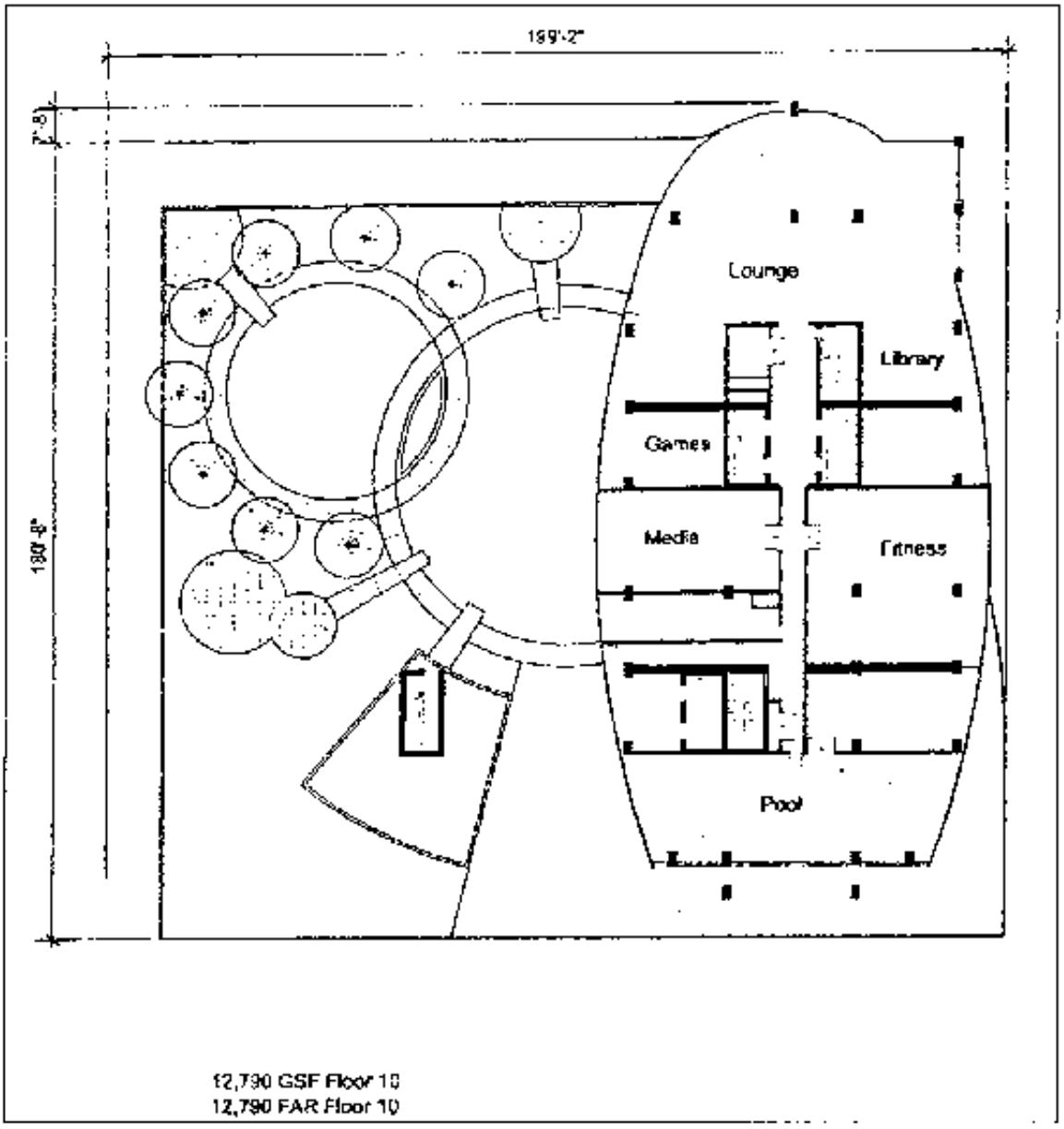
Banquet Floor Plan.



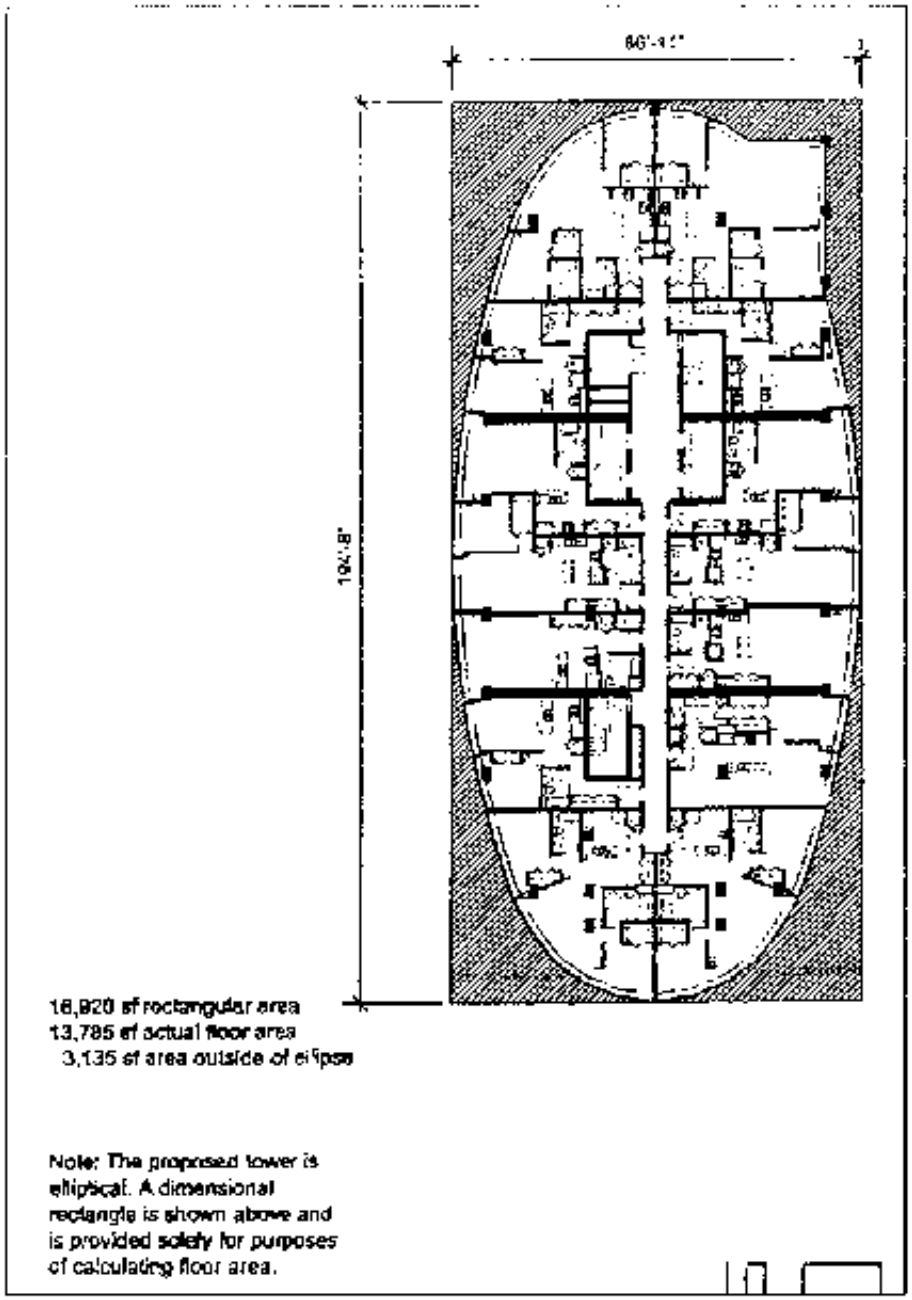
Typical Parking Floor Plan.



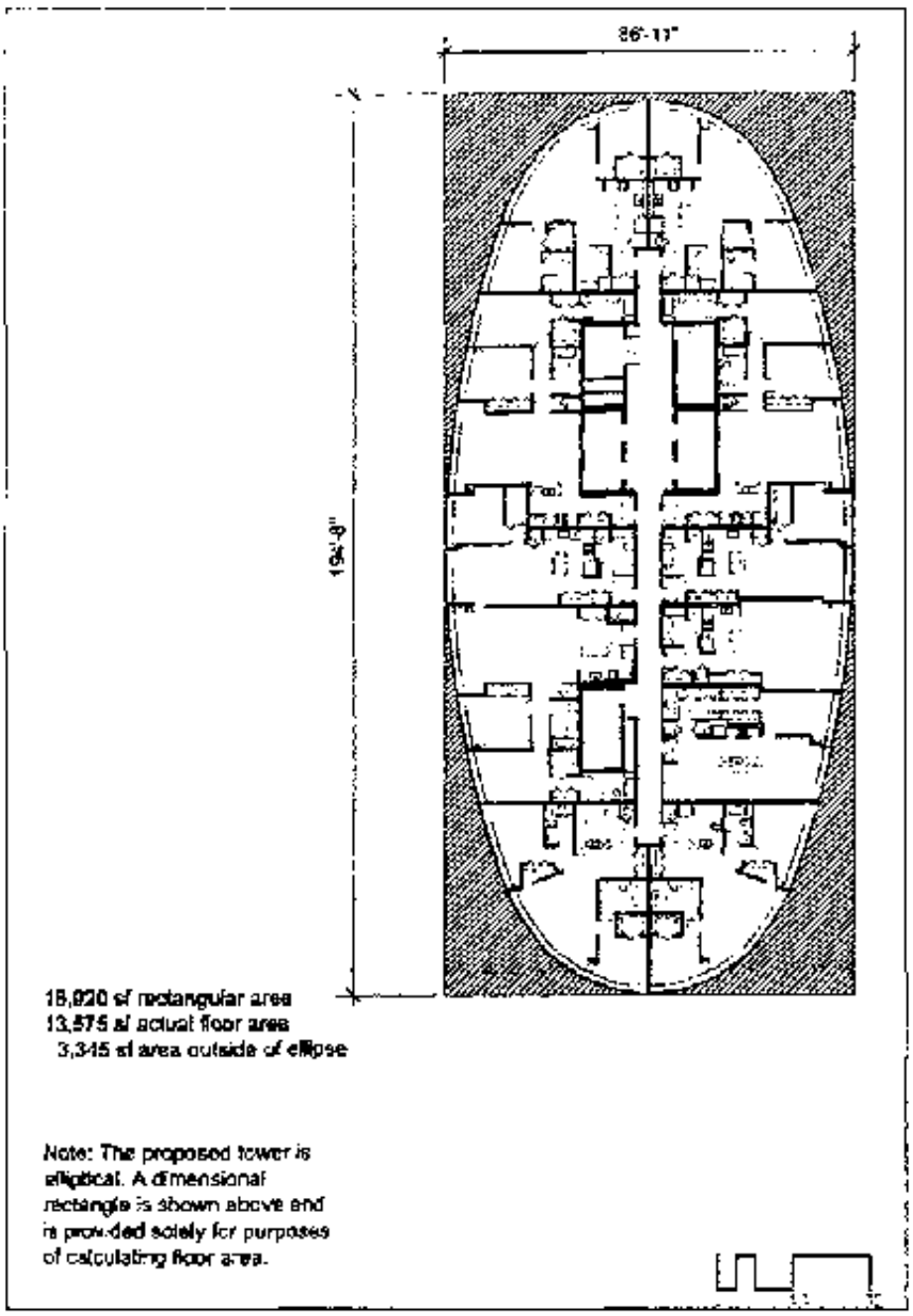
Amenity Floor Plan.



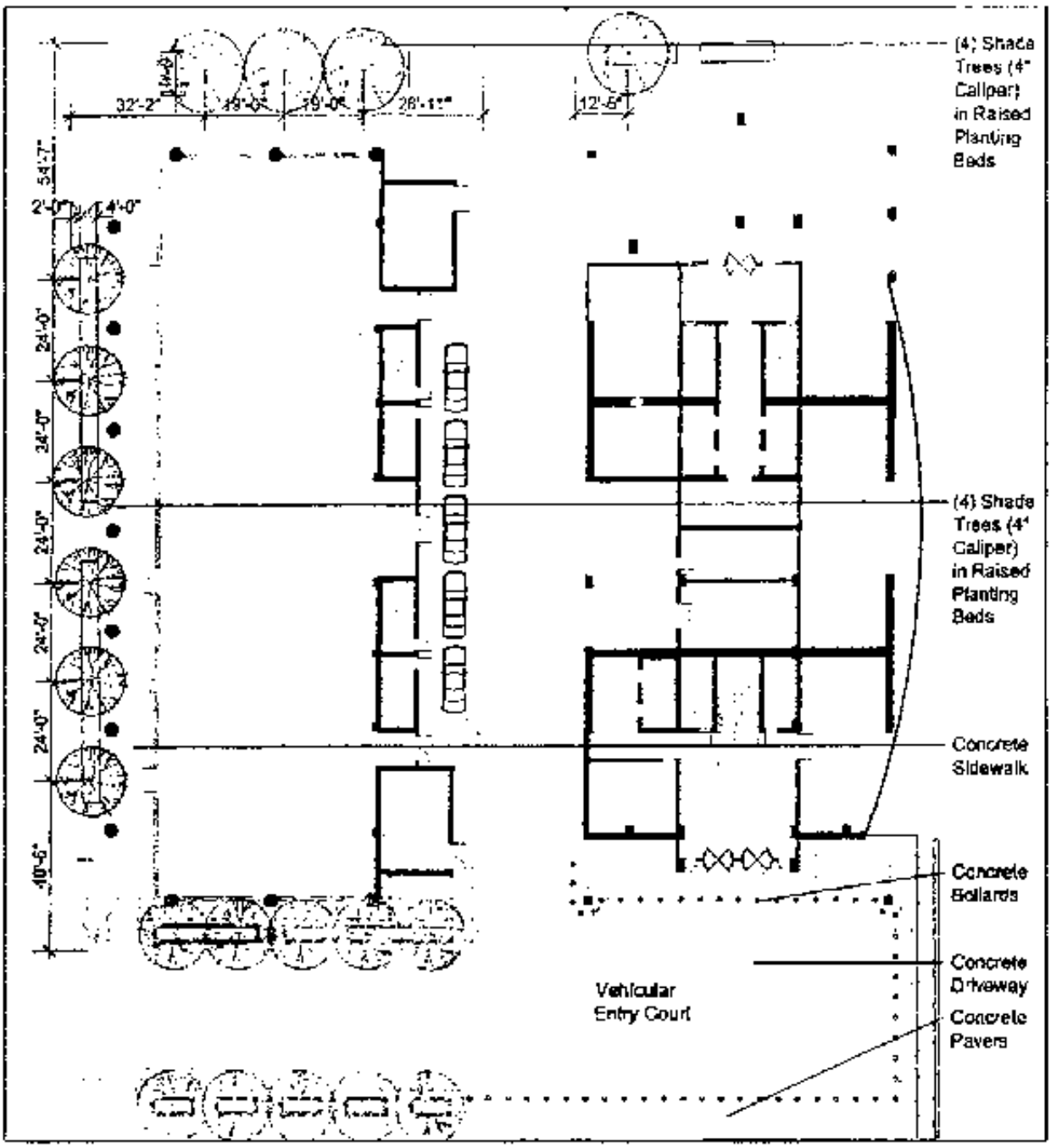
Residential Floor Plan 11 -- 42.



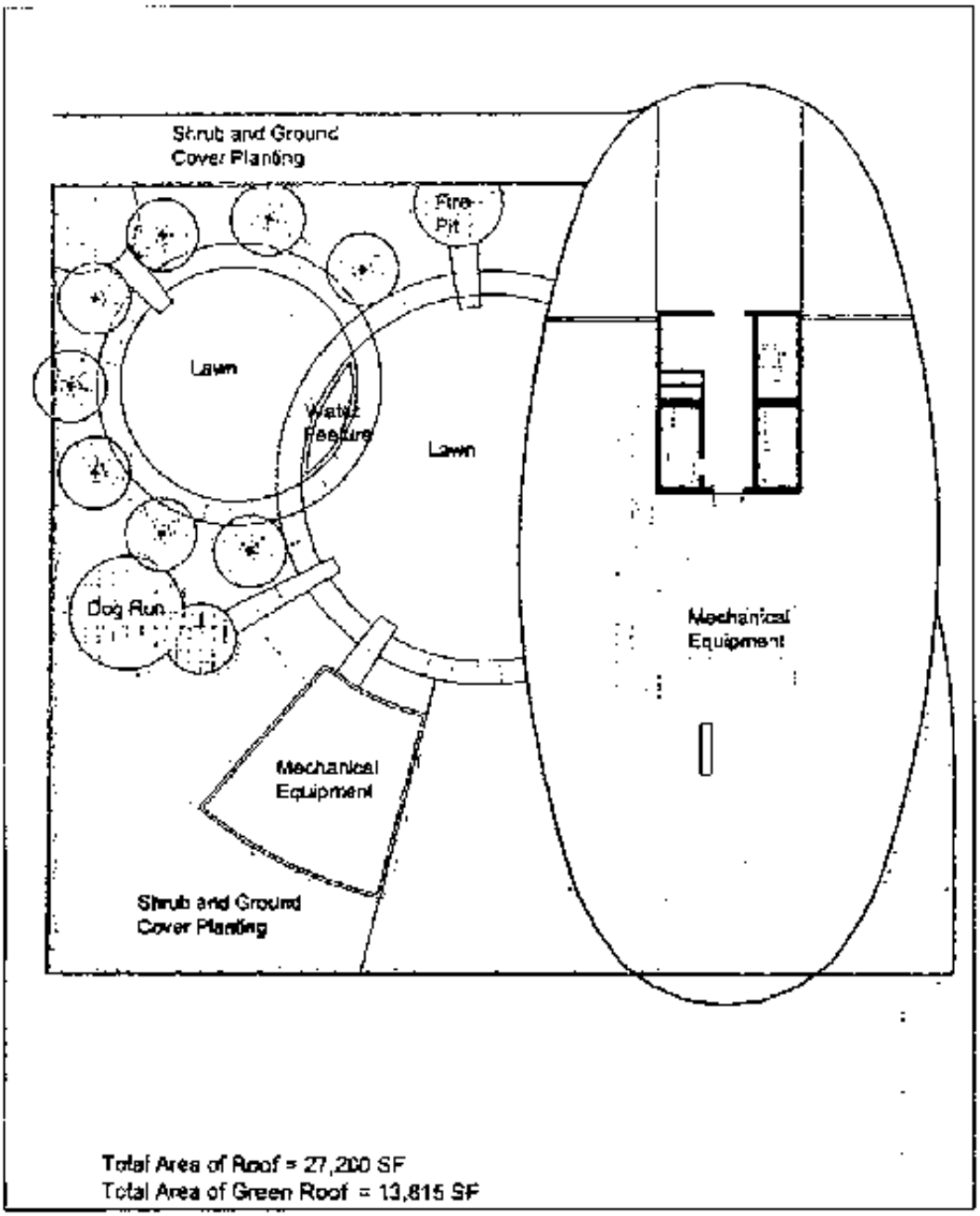
Residential Floor Plan 43 -- 46.



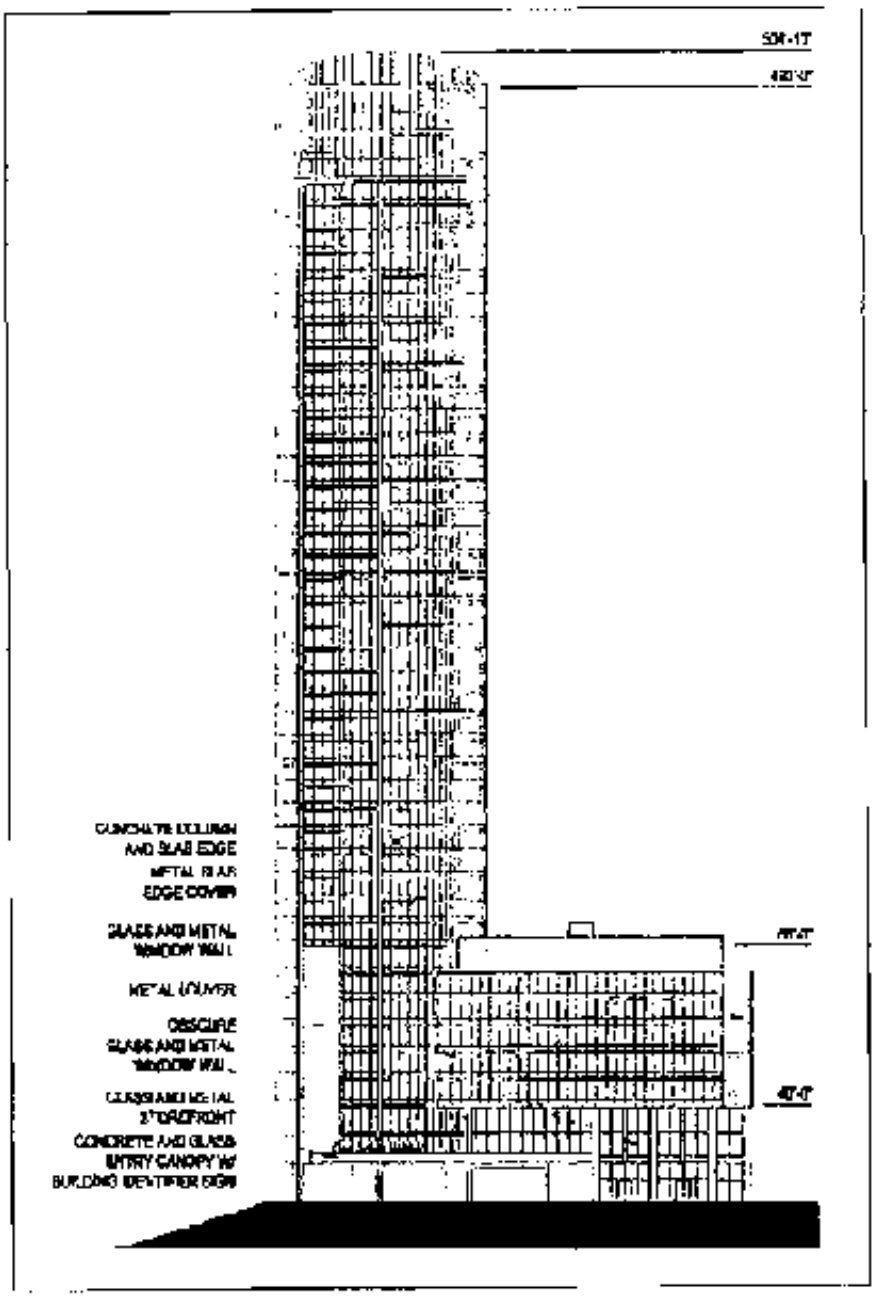
Landscape Plan.



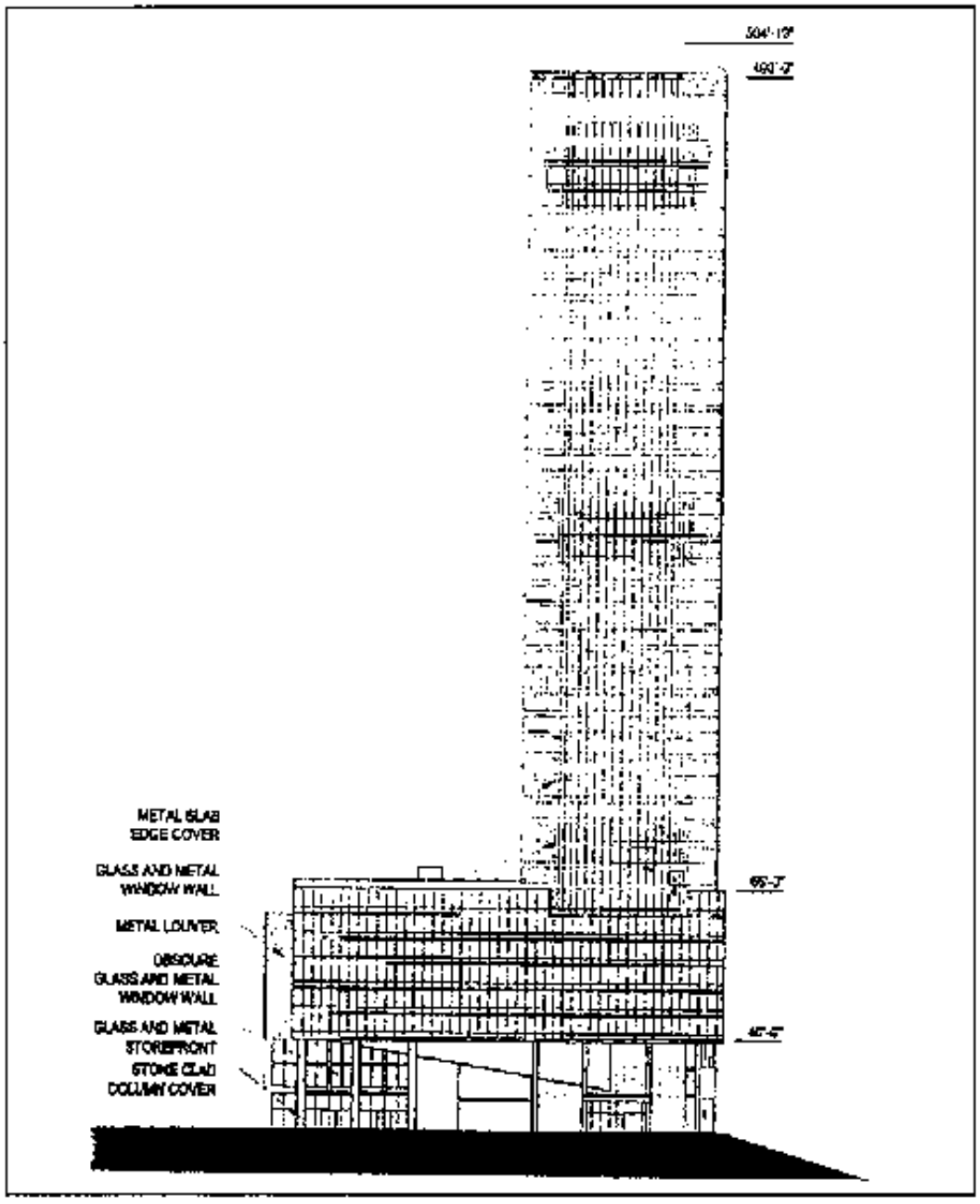
Green Roof Plan.



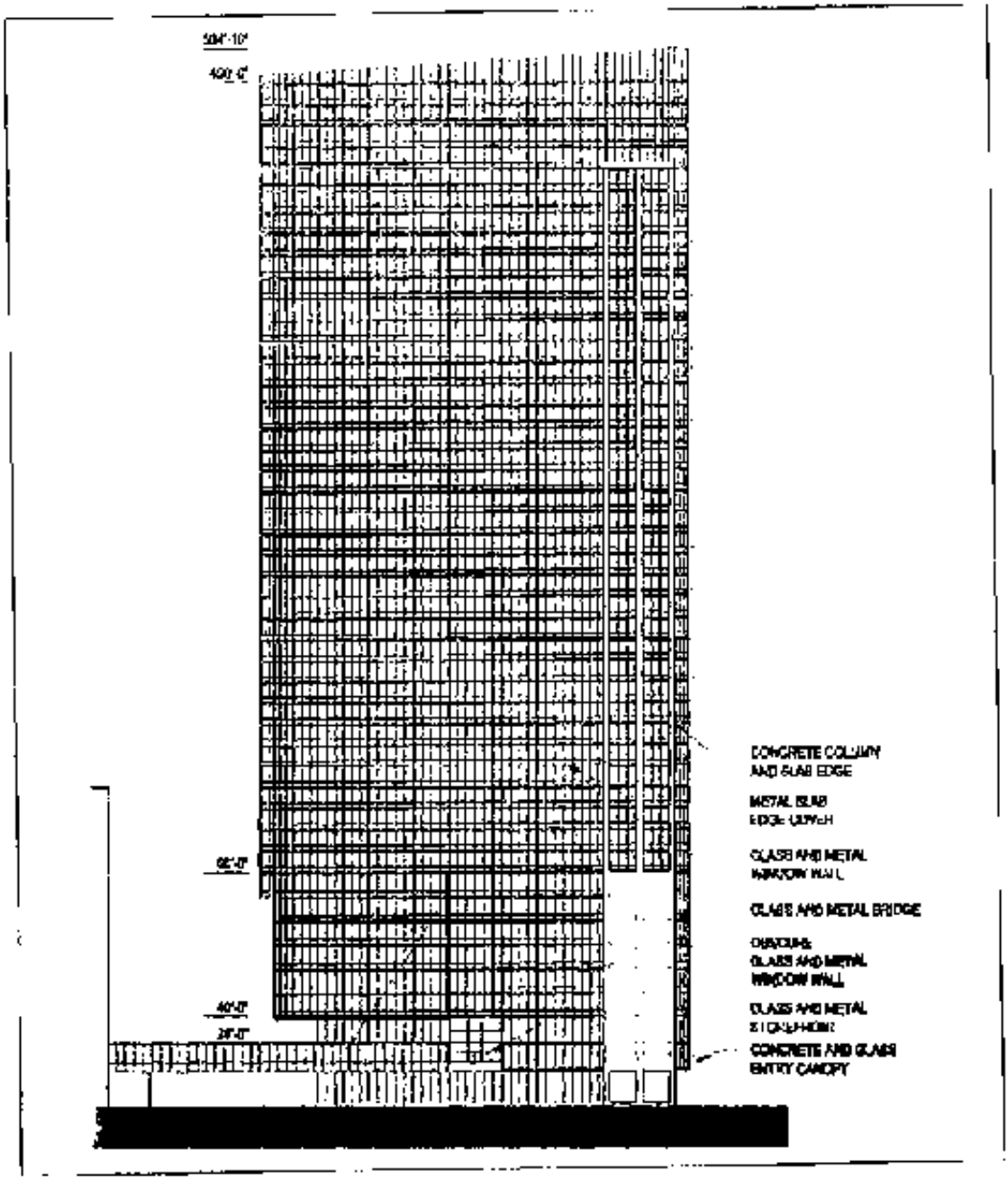
North Elevation.



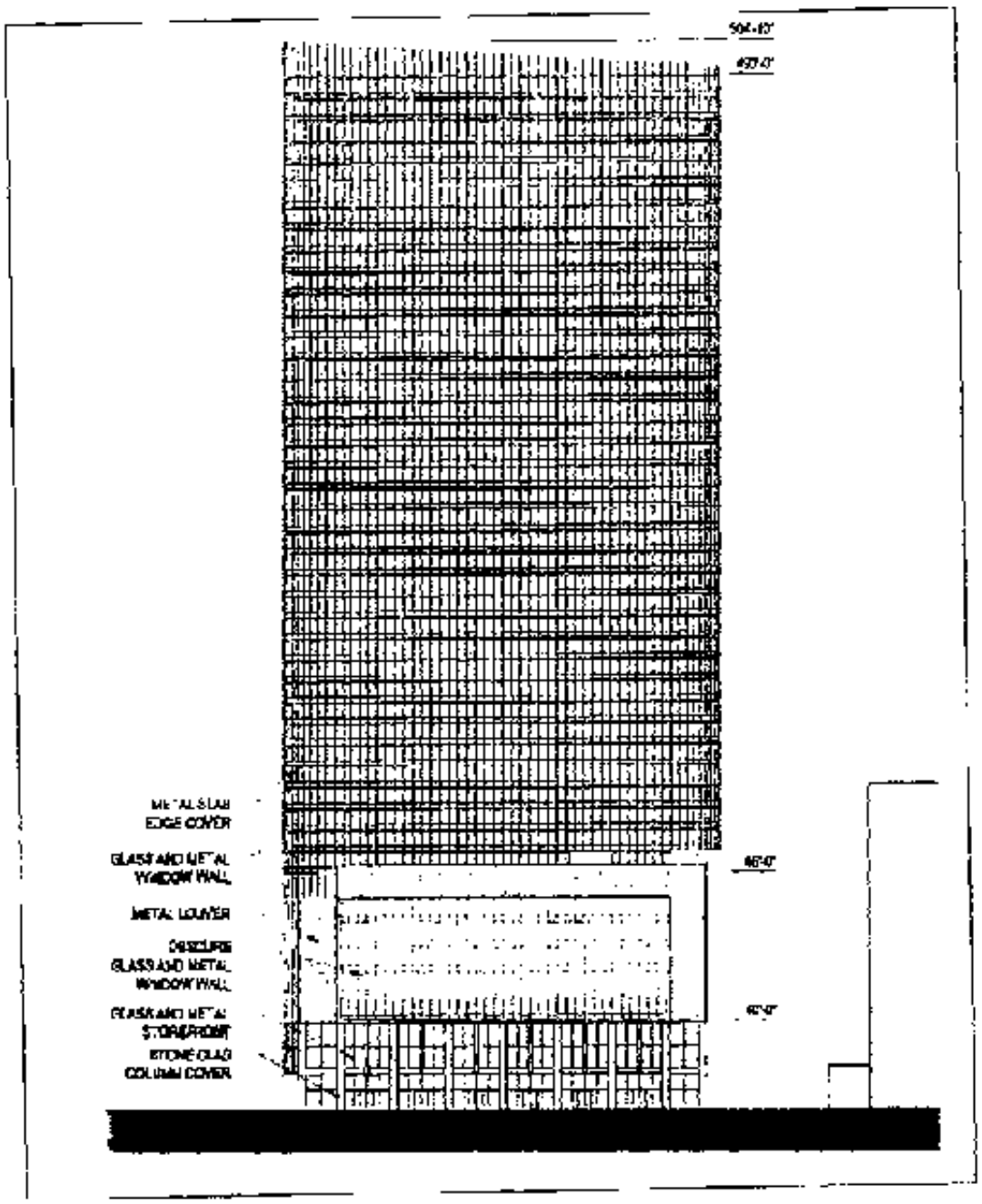
South Elevation.



East Elevation.



West Elevation.



Affordable Housing Agreement Form.
(Rental)
(Page 1 of 2)

Affordable Housing Agreement (Rental)

Submit this form to the Department of Housing and Economic Development for each project that triggers an affordability requirement (including CPAN, ARO, and the Density Bonus).

This completed form should be returned (via e-mail, fax, postal service or interoffice mail), to: Kara Breems; Department of Housing and Economic Development, 121 N. LaSalle Street, Chicago, IL 60602. E-mail: Kara.Breems@cityofchicago.org; Telephone: (312) 744-6746.

For information on these programs/requirements, visit www.cityofchicago.org/HED.

Date: August 1, 2012

SECTION 1: DEVELOPMENT INFORMATION
Development Name: Crowne Plaza Hotel
Development Address: 1-41 South Halsted; 723-741 West Madison; 760-778 West Monroe
Ward: 27 Alderman: Burnett
ZONING Contact Name/Phone Number:

Type of City involvement: (check all that apply)
___ Land write-down
___ Financial Assistance
___ Zoning Increase or City Land purchase
___ Planned Development
X Downtown Affordable Housing Zoning (Density) Bonus

SECTION 2: DEVELOPER INFORMATION
Developer Name: Mid City Plaza, LLC
Developer Contact (Project Coordinator): David Friedman
Developer Address: 900 West Towhy
Email address: dfriedman@friedrealty.com *May we use email to contact you?* (Yes) No
Telephone Number: 847/679-7500

SECTION 3: DEVELOPMENT INFORMATION
a) Affordable units required

For ARO projects: ____ x 10%* = _____ (always round up)
Total units total affordable units required
*20% if TIF assistance is provided

For Density Bonus projects: X 25% = _____
Bonus Square Footage* Affordable sq. footage required

*Note that the maximum allowed bonus is 20% of base FAR in dash-5; 25% in dash-7 or -10; and 30% of base FAR in dash-12 or -16 (www.cityofchicago.org/zoning for zoning info).

b) building details
In addition to water, which of the following utilities will be included in the rent (circle applicable):

Cooking gas electric gas heat electric heat other (describe on back)

Is parking included in the rent for the: affordable units? yes no market-rate units? yes no
If parking is not included, what is the monthly cost per space? _____

Affordable Housing Agreement Form.
Rental
(Page 2 of 2)

Estimated date for the commencement of marketing:

Estimated date for completion of construction of the affordable units:

For each unit configuration, fill out a separate row, as applicable (see example).

	Unit Type*	Number of Units	Number of Bedrooms/Unit	Total Square Footage/Unit	Expected Market Rent	Proposed Affordable Rent*	Proposed Level of Affordability (60% or less of AMI)
Affordable Units							
Market Rate Units						N/A	N/A
						N/A	N/A
						N/A	N/A

*Rent amounts determined by the City of Chicago's Maximum Affordable Monthly Rent Chart

SECTION 4: PAYMENT IN LIEU OF UNITS

When do you expect to make the payment-in-lieu? Issuance of building permit Spring 2013
(typically corresponds with payment/issuance of building permits) Month/Year

For ARO projects, use the following formula to calculate payment owed:

_____ X 10% = _____ X $100,000 = $_____
Number of total units in development (round up to nearest whole number) Amount owed

For Density Bonus projects, use the following formula to calculate payment owed:

111,521.20 x 80% x $ 29.00 = $ 2,587,291.84
Bonus Floor Area (sq ft) median price per base FAR foot (from table below) Amount owed

Submarket (Table for use with the Density Bonus fees-in-lieu calculations)	Median Land Price per Base FAR Foot
Loop: Chicago River on north/west; Congress on south; Lake Shore Dr on east	$31
North: Division on north; Chicago River on south/west; Lake Shore Dr. on east	$43
South: Congress on north; Stevenson on south; Chicago River on west; Lake Shore Dr. on east	$22
West: Lake on north; Congress on south; Chicago River on east; Racine on west	$29

Authorization to Proceed (to be completed by Department of Housing and Economic Development)

Kara Breems, Department of Housing and Economic Development

8-8-12
date

Chicago Builds Green Form.
(Page 1 of 3)

CHICAGO BUILDS GREEN

Project Name: One South Halsted

Project Location: * Street Number (if the address only includes one street number, please fill only the cell "From")

From *	To*	Direction	Street Name	Select Street Type
1	41	S	Halsted	St

Ward No: 27 Community Area No: 28

Project Type: Check applicable.

☒ Planned Development ☐ Redevelopment Agreement ☐ Zoning Change

PD No: 17-8 RDA No: From: To:

☐ Public project ☐ Landmark

Project Size:

Total land area in sq.ft.:	Total building(s) footprint in sq.ft.	Total vehicular use area in sq.ft.:
79,650	32,855	16,050

DPD Project Manager: Enter First Name / Last Name: Fernando Espinoza

BG/GR Matrix: Select project category: Res. 4 or more Market Rate

Financial Incentives: Check applicable

☐ TIF	☐ Empowerment Zone Grant	☐ Class L
☐ GRIF	☐ Ind. Dev. Revenue Bonds	☐ Class 6a
☐ SBIF	☐ Bank Participation Loan	☐ DCH
☐ Land Sale Write Down		

Density Bonus: Check applicable:

☐ Public plaza & pocket park	☐ Water features in a plaza or pocket park
☐ Chicago Riverwalk improvements	☒ Setbacks above the ground floor
☐ Winter gardens	☐ Lower level planting terrace
☐ Indoor through-block connection	☐ Green roof
☐ Sidewalk widening	☐ Underground parking and loading
☐ Arcades	☐ Concealed above-ground parking

Chicago Builds Greer Form.
(Page 2 of 3)

		Required per Zoning Code or Green Roof/Building Green Matrix	To be Provided by the development:
		Please fill, if applicable	
Landscaping:			
7' Landscape Setback	Square footage	0	0
Interior Landscape Area	Square footage	0	0
No. of Interior Trees		0	10
No. of Parkway Trees		10	10
Open Space:			
River Setback	Square footage	0	0
Private Open Space	Square footage	17,712	17712
Privately developed Public Open Space	Square footage	0	0
Stormwater Management (At-grade volume control):			
Permeable paving	Square footage		0
Raingarden	Check applicable:		☐
Filter strip			☐
Bioswale			☐
Detention pond			☐
Native landscaping	Square footage		13,815
Rain-water collection cistern/barrel	Gallons		0
Total impervious area reduction	Square footage		39,829
Other sustainable surface treatments:			
Green roof	Square footage	0	13,815
Energy Star roof	Square footage	0	27,200
High-albedo pavement	Square footage		0
Transportation:			
No. of accessory parking spaces		520	520
Total no. of parking spaces (Accessory + Non-Acc.)			520
No. of parking spaces dedicated to car sharing services (E.g.: I-Go, Zip-Car)		0	0
No. of bicycle parking		50	50
Within 600 ft of CTA or Metra station entrance	Check if applicable:		☐

Chicago Builds Green Form.
(Page 3 of 3)

Building Certification:

Energy Star building	☐	☐
LEED certification	☒	
LEED Certified		☒
LEED Silver		☐
LEED Gold		☐
LEED Platinum		☐
Chicago Green Homes	☐	
Chicago Green Homes [one-star]		☐
Chicago Green Homes [two-star]		☐
Chicago Green Homes [three-star]		☐

Energy efficiency strategies not captured above:
IE. Other than Energy Star Roof – or Energy Star Building Certification

Low-e spectrally selective insulated glass in thermally broken frames
High efficiency mechanical and plumbing systems
Energy efficient lighting with Energy Star compliant fixtures and lamps
Water conserving appliances and fixtures
Energy Star compliant appliances
Energy Star complian programmable thermostat.
Light-colored interior walls and ceilings

Other sustainable strategies *and/or* Project Notes:

Erosion and sediment control
Low / no VOC paints and primers
Low / no VOC adhesives and sealants
Dog Run

Reclassification Of Area Shown On Map No. 3-J.
(Application No. 17529)
(Common Address: 3449 W. North Ave.)

[O2012-4966]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols as shown on Map Number 3-J in the area bounded by:

West North Avenue; a line 95.33 feet east of and parallel to North St. Louis Avenue; a public alley next south of and parallel to West North Avenue; and a line 71.33 feet east of and parallel to North St. Louis Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 4-F.
(As Amended)
(Application No. 17526)
(Common Address: 1600 S. Jefferson St.)

[SO2012-4417]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M2-3 Light Industry District symbols and indications as shown on Map Number 4-F in the area bounded by:

West 16th Street; South Jefferson Street; a line 177.27 feet south of West 16th Street; and a line 90.90 feet west of South Jefferson Street,

to those of a B2-5 Neighborhood Mixed-Use District symbols and a corresponding use district is hereby established.

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

Reclassification Of Area Shown On Map No. 4-H.
(Application No. 17554)
(Common Address: 1701 W. 21st St.)

[O2012-4979]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-H in the area bounded by:

West 21st Street; South Paulina Street; the alley next south of and parallel to West 21st Street; and a line 25 feet west of and parallel to South Paulina Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 5-F.
(As Amended)
(Application No. 17541)
(Common Address: 1816 -- 1820 N. Wells St.)

[SO2012-4978]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-3 Neighborhood Shopping District symbols and indications as shown on Map Number 5-F in the area bounded by:

a line 230.55 feet north of and parallel to West Menomonee Street (as measured along the east boundary line of the public alley next west of and parallel to North Wells Street); North Wells Street; a line 150.13 feet north of and parallel to West Menomonee Street (as measured along the east boundary line of the public alley next west of and parallel to North Wells Street); and the public alley next west of and parallel to North Wells Street,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 5-H.
(Application No. 17532)
(Common Address: 1930 N. Winchester Ave.)

[O2012-4969]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 5-H in the area bounded by:

a line 284.37 feet south of and parallel to West Armitage Avenue; North Winchester Avenue; a line 308.49 feet south of and parallel to West Armitage Avenue; and a public alley next west of and parallel to North Winchester Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 5-I.
(Application No. 17534)
(Common Address: 2901 -- 2917 W. Shakespeare Ave.)

[O2012-4971]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 5-I in the area bounded by:

West Shakespeare Avenue; North Richmond Street; a public alley next south of and parallel to West Shakespeare Avenue; and a public alley next west of and parallel to North Richmond Street,

to those of B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 5-I.
(Application No. 17547)
(Common Address: 2400 -- 2416 W. Cortland St. And
1900 -- 1910 N. Western Ave.)

[O2012-4959]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all of the RS3 Residential Single-Unit (Detached House) and RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 5-I in the area bounded by:

the alley next north of and parallel to West Cortland Street; North Western Avenue; West Cortland Street; and a line 150.80 feet west of and parallel to North Western Avenue,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 6-G.
(Application No. 17544)
(Common Address: 2749 -- 2751 S. Hillcock Ave.)

[O2012-4956]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 6-G in the area bounded by:

South Hillock Avenue; a line 46.18 feet northeast of and parallel to South Loomis Street; the alley next southeast of and parallel to South Hillock Avenue; and South Loomis Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 6-G.
(Application No. 17549)
(Common Address: 2841 S. Archer Ave.)

[O2012-4961]

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

SECTION 1. That the City Zoning Ordinance be amended by changing all the RS1 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 6-G in the area bounded by:

South Archer Avenue; a line 25.54 feet southwest of and parallel to West Keeley Street; the public alley next southeast of and parallel to South Archer Avenue; and a line 59.54 feet southwest of and parallel to West Keeley Street,

to those of a B3-2 Community Shopping District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.
(As Amended)
(Application No. A-7830)
(Common Address: 1301 W. Diversey Pkwy.)

[SO2012-3781]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the Residential Planned Development 1068 symbols and indications as shown on Map Number 7-G in the area bounded by:

West Diversey Parkway; North Lakewood Avenue; the east/west alley south of and parallel to West Diversey Parkway; and a line 124.25 feet west of and parallel to North Lakewood Avenue,

to those of a Residential Planned Development Number 1068, as amended, which is hereby established in the area described above.

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

Plan of Development Statements referred to in this ordinance read as follows:

Planned Development No. 1068, As Amended.

Planned Development Statements.

1. The area delineated herein as Residential Planned Development Number 1068 ("Planned Development") consists of a net site area of approximately fifty-seven thousand one hundred seventy-three (57,173) square feet (one and thirty-one hundredths (1.31) acres) of property which is depicted on the attached Planned Development Boundary, Subarea and Property Line Map (the "Property"), and is owned or controlled by the applicant, 1301 West Diversey LLC for purposes of this Residential Planned Development.

2. The applicant or its successors, assignees, or grantees shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of street, alleys or easements, any adjustments of right-of-way and any consolidation or resubdivision of parcels shall require a separate submittal on behalf of the applicant or its successors, assigns or grantees and approval by the City Council.

   The requirements, obligations and conditions applicable within this Planned Development shall be binding upon the applicant, its successors and assigns and if different than the applicant, the owners of all the property within the Planned Development or any homeowners association(s) formed to succeed the applicant or its successor, assigns or grantees for purposes of control and management of any portion of the Planned Development, the legal titleholder and any ground lessors. All rights granted hereunder shall inure to the benefit of the applicant, its successor, assigns and if different than the applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-13-0600 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property within the Planned Development or any homeowners association formed to represent all or some of the owners for zoning purposes and management of any portion of the Planned Development.

3. This plan of development consists of these fifteen (15) statements; a Bulk Regulation and Data Table; an Existing Zoning Map; and Existing Land-Use Map; a Planned Development Boundary Map; Subarea and Property Line Map; a Site Plan; a Townhouse Building Plan; a Landscape Plan; and Building Elevations, all dated May 17, 2007. The Site Plan, Landscape Plan, Building Elevations and minor change approvals

are on file with the Department of Housing and Economic Development. The plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof, and satisfies the established criteria for approval of a planned development. These and no other zoning controls shall apply to the area delineated herein.

4. The following uses shall be permitted within the areas delineated herein as a Residential Planned Development:

   Subarea A: Townhome units; accessory parking; accessory uses; and related uses.

   Subarea B: Single-family residential units; accessory parking; accessory uses and related uses.

5. Identification and business signs shall be permitted within the Planned Development subject to the review and approval of the Department of Housing and Economic Development. Temporary signs, such as construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Housing and Economic Development. Off-premises signage is prohibited.

6. Off-street parking and loading facilities shall be provided in compliance with the Site Plan and this Planned Development, and not subject to the further review and approval of the Department of Transportation and/or Housing and Economic Development.

7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. Ingress and egress shall be in conformance with this Planned Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.

8. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in accordance with the Municipal Code of the City of Chicago in effect at the time any permits for such work are granted.

9. The maximum permitted floor area ratio ("FAR") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of FAR calculations and floor area measurement, the definition in the City of Chicago Zoning Ordinance shall apply.

10. Improvements of the Property, including on-site exterior landscaping and the landscaping along the adjacent rights-of-way, and all entrances and exits shall be

designed, installed and maintained in substantial conformance with the Site, Landscape Plan and the Bulk Regulations and Data Table attached hereto and made a part hereof. Landscaping shall be installed and maintained at all times in accordance with the Site Plan and the Parkway Tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

Prior to issuance by the Department of Housing and Economic Development of a determination pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance ("Part II Approval") for any future development of the single-family homes of this Planned Development, plans for each single-family home shall be submitted to and approved by the Commissioner of the Department of Housing and Economic Development ("Site Plan Approval"). Site Plan Approval is intended to ensure that the specific development proposal is consistent with the provisions of the Planned Development, specifically the Single-Family Home Design Standards (as detailed in Statement Number 11) as well as relevant ordinances.

11. Except as set forth herein, the Single-Family Homes shall conform to the requirements of the RM4.5 zoning classification. The following building standards shall be applied at the time of Part II submission for the Single-Family Home lots:

    a. Height:

        i. Building heights shall not exceed forty (40) feet maximum. Building height shall be determined as defined in the Chicago Zoning Ordinance.

    b. Setbacks:

        i. Each building shall have a minimum front setback of fifteen (15) feet from the front lot line and be in accordance with the Site Plan. Entry porches and stairs shall be allowed to project into the front yard setbacks for a distance of nine (9) feet, four (4) inches.

        ii. Lots twenty-five (25) feet in width may have a "bay window" that is no more than forty percent (40%) of the building's front facade in width and may project into thirty percent (30%) of the required front yard.

        iii. Lots fifty (50) feet in width or more may have a "bay window" that is no more than fifty percent (50%) of the building's front facade in width and may project into thirty percent (30%) of the required front yard.

        iv. Each building having three (3) stories shall have the third (3rd) story setback at least fifteen (15) feet from the front facade of the two (2) floors below.

v. Balconies, decks and porches shall not be closer than three (3) feet from any side lot line.

vi. Chimneys may project into side yards so long as they are not closer than eighteen (18) inches from a property line.

vii. Other obstructions permitted in required yards shall be as defined in the Chicago Zoning Ordinance.

viii. On lots with fifty (50) feet in width or more of street frontage, the Commissioner of the Department of Housing and Economic Development is authorized to grant site plan approval to permit a reduction of up to 50 percent in the depth of any required side setback based on the site location and the setbacks of neighboring properties.

c. Parking:

i. Two (2) cars minimum per single-family home shall be provided within an enclosed attached or detached garage structure. All garages shall be of a size to accommodate refuse containers within the property lines.

ii. Parking stalls shall be eight (8) feet multiplied by nineteen (19) feet minimum.

iii. Roof slopes on pitched roofs of detached garages shall be not less than a 8:12 pitch and the ridge of the gable roof shall be oriented so that the gable ends face the street and house. Garages with flat roofs and roof decks are allowed as defined in and subject to the Chicago Building Code.

iv. All garage doors to be provided with one seventy-five (75) watt high pressure sodium light fixture at alley, which shall be activated by photoelectric cell switch.

d. Landscaping:

i. Fencing along east property line (facing North Lakewood Avenue) shall conform to a standard design (to be determined). All gangway fencing and gates between homes shall be ornamental iron or cedar board.

ii. No more than twenty percent (20%) of front yard shall be hard surface paving.

iii. Sod or ivy ground cover shall be provided at all non-paved areas of the site.

iv. All utility meters in front yards to be fully screened with shrubs or other landscaping.

v. All exposed foundations at front facades shall be screened with landscaping.

vi. The front and rear yards of all single-family lots shall have one two and one-half (2½) inch caliper tree minimum.

vii. Depressed window or area wells are not permitted in front yards.

e. Construction Standards:

i. All street facades at the lower level will be masonry face brick, limestone or manufactured stone. Brick shall be of modular size. No concrete or concrete masonry unit (C.M.U) or synthetic stucco (EIFS) materials will be allowed. Metal trim (pre-finished or copper) is permitted. Facade materials shall extend back from front facades a minimum of eight (8) feet, zero (0) inches at both side facades. Upper floors shall be clad in the same or wood siding. No vinyl or aluminum siding shall be allowed. Wood or vinyl horizontal lap siding are not permitted facade materials.

ii. Permitted chimney projections into side yards shall match front facade materials if at or within ten (10) feet, zero (0) inches of front facade.

iii. In masonry facades, all windows and doors shall have eight (8) inch to twelve (12) inch stone lintels and four (4) inch stone sills.

iv. Horizontal lap siding is allowed on detached garages. Horizontal lap siding shall have a maximum four (4) inch lap and be of wood. Door, window and corner trim shall be four (4) inches nominal, at minimum.

v. Exhaust vents for fans or appliances shall not be allowed along front facades. All Roof penetrations, such as vents and flues shall be located on the rear one-third ($^1/_3$) of the residence.

vi. Gutters and downspouts shall be pre-finished aluminum and/or copper. Decorative leader boxes shall be permitted along the front and side facades.

vii. No sliding doors or windows shall be permitted along the front and side facades.

viii. Pitched roof slopes shall be not less than a 10:12 pitch. Roof coverings shall be a three (3) tab asphaltic shingle with granular face and shadow lines. Flat roof shall be single-ply membrane in white and shall carry an Energy Star rating.

ix. Adjacent buildings shall have dissimilar facades, finishes, window configurations and material colors. No more than two (2) of the same facade shall be allowed on North Lakewood Avenue.

x. All principal entrance doors shall face the street.

xi. All exterior patios, terraces and similar spaces shall be located only in the rear of the building. Patios, terraces and similar spaces in the front yard are not allowed.

xii. All front entry doors shall be located at the first (1st floor) above grade. Front entry doors below sidewalk grade are not allowed.

xiii. All satellite dishes, aerials and antennas shall be located in the rear one-third ($^1/_3$) of the residence. Satellite dishes shall not exceed two (2) feet diameter.

Following issuance of Site Plan Approval by the Commissioner, the approved Site Plans shall be kept on permanent file with the Department of Housing and Economic Development and shall be deemed to be an integral part of this Planned Development. The approved Site Plans may be changed or modified pursuant to the minor change provisions of Section 17-13-0611 of the Chicago Zoning Ordinance.

12. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner that promotes, enables and maximizes universal access throughout the Property. Therefore, at the time when building permits are sought, the plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

13. The terms, conditions, and exhibits of this Planned Development ordinance may be modified, administratively, by the Commissioner of the Department of Housing and Economic Development upon the written request for such modification by the applicant and after a determination by the Commissioner of the Department of Housing and Economic Development that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this Planned Development. Any such modification of the requirements of this statement by the Commissioner of the Department of Housing and Economic Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

14. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of natural resources. The applicant shall use commercially reasonable efforts to design,

construct and maintain all buildings located within this Planned Development in a manner generally consistent with the Leadership in Energy and Environmental Design ("LEED") Green Building Rating. Copies of these standards may be obtained from the Department of Housing and Economic Development. The townhomes in Subarea A shall have a minimum of twenty-five percent (25%) of the penthouse roof area, or one thousand six hundred twenty-four (1,624) square feet, as green roof.

15. At the time of this amendment, the Department of Housing and Economic Development has determined that substantial construction of the project had been undertaken within six (6) years of the passage of the Planned Development; therefore, the requirements of this Planned Development are deemed to be appropriately vested in the Property subject to this Planned Development.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary Map; Subarea and Property Line Map; Site Plan; Townhouse Building Plan; Landscape Plan; and Building Elevations referred to in these Plan of Development Statements unavailable at time of printing.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development No. 1068.

Bulk Regulations And Data Table.

Gross Site Area:	81,448 square feet
Net Site Area: 81,448 square feet -- Area in Public Way (24,275 square feet) =	57,173 square feet
Maximum Floor Area Ratio:	1.7
Maximum Site Coverage:	65%
Maximum Number of Residential Units:	25 dwelling units
Subarea A:	12 townhouse units

Subarea B:	13 single-family homes
Minimum Number of Residential Off-Street Parking Spaces:	50 spaces
Subarea A:	24
Subarea B:	26
	Note: In the event that fewer units axe constructed, the number of parking spaces shall be reduced, so long as a 2:1 ratio is maintained
Minimum Number of Off-Street Loading Areas:	0
Minimum Building Setbacks:	Per Site Plan and Design Guidelines
Maximum Building Height:	
Subarea A:	42 feet
Subarea B:	40 feet

Reclassification Of Area Shown On Map No. 7-H.
(Application No. 17545)
(Common Address: 2207 W. Belmont Ave.)

[O2012-4957]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 7-H in the area bounded by:

West Belmont Avenue; a line 50 feet west of and parallel to North Leavitt Street; the alley next south of and parallel to West Belmont Avenue; and a line 75 feet west of and parallel to North Leavitt Street,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-I.
(Application No. 17553)
(Common Address: 2919 N. Elston Ave.)

[O2012-4965]

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

SECTION 1. That the City Zoning Ordinance be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 7-I in the area bounded by:

a line 125 feet long and perpendicular to North Elston Avenue commencing at a point 200 feet northwest of the intersection of North Elston Avenue and North Campbell Avenue; the public alley next northeast of and parallel to North Elston Avenue; a line 125 feet long and perpendicular to North Elston Avenue commencing at a point 175 feet northwest of the intersection of North Elston Avenue and North Campbell Avenue; and North Elston Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. The ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.
(Application No. 17531)
(Common Address: 3303 -- 3305 N. Sheffield Ave. A.K.A. 944 -- 948 W. School St.)

[O2012-4968]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols as shown on Map Number 9-G in the area bounded by:

a line 55.62 feet north of and parallel to West School Street; a line 90 feet east of and parallel to North Sheffield Avenue; West School Street; and North Sheffield Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 9-G.
(Application No. A-7846)
(Common Address: 1543 W. School St.)

[O2012-5097]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RM4.5 Residential Multi-Unit District symbols and indications as shown on Map Number 9-G in the area bounded by:

West School Street; a line 56.3 feet east of and parallel to the public alley next east of and parallel to North Ashland Avenue; the public alley perpendicular to North Ashland Avenue that is next south of and parallel to West School Street; and a line 28.3 feet east of and parallel to the public alley next east of and parallel to North Ashland Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 11-L.
(As Amended)
(Application No. A-7838)
(Common Address: 4415 -- 4423 N. Milwaukee Ave.)

[SO2012-4518]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 11-L in the area bounded by:

a line 105.3 feet southeast of the south boundary line of West Agatite Avenue (as measured along the northeast boundary line of North Milwaukee Avenue); the public alley

next northeast of and parallel to North Milwaukee Avenue; a line 109.1 feet northwest of the north boundary line of West Montrose Avenue (as measured along the northeast boundary line of North Milwaukee Avenue); and North Milwaukee Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 12-J.
(Application No. 17530)
(Common Address: 4815 -- 4819 S. Archer Ave.)

[O2012-4967]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Neighborhood Commercial District and C2-1 Motor Vehicle-Related Commercial District symbols as shown on Map Number 12-J in the area bounded by:

South Archer Avenue; a line 75 feet northeast of and parallel to South Ridgeway Avenue; a public alley next southeast of and parallel to South Archer Avenue; South Ridgeway Avenue; and South Archer Avenue,

to those of a C2-1 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 13-L.
(Application No. 17538)
(Common Address: 5201 -- 5207 N. Milwaukee Ave.)

[O2012-4975]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 13-L in the area bounded by:

a line 66.25 feet northwest of and parallel to West Foster Avenue; the public alley next northeast of and parallel to North Milwaukee Avenue; West Foster Avenue; and North Milwaukee Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 14-G.
(As Amended)
(Application No. A-7842)
(Common Address: 5904 S. Emerald Ave.; 739 -- 743 W. 59th St.; 5901 -- 5965 S. Halsted St.; 734 -- 740 W. 60th St.; 6009 -- 6137 S. Halsted St.; 5904 -- 5958 S. Halsted St. And 6042 -- 6138 S. Halsted St.)

[SO2012-5068]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Commercial District and a B3-2 Community Shopping District symbols and indications as shown on Map Number 14-G in the area bounded by:

West 59th Street; South Emerald Avenue; the public alley next south of and parallel to West 59th Street; the public alley next east of and parallel to South Halsted Street; the public alley next north of and parallel to West 60th Street; a line 247.95 feet east of and parallel to South Halsted Street; West 60th Street; the public alley next east of and parallel to South Halsted Street; West 63rd Parkway; the public alley next west of and parallel to South Halsted Street; a line 200 feet south of and parallel to West 60th Street; South Halsted Street; West 60th Street; the public alley next west of and parallel to South Halsted Street; and West 59th Street,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 14-N.
(Application No. 17542)
(Common Address: 5540 -- 5558 S. Narragansett Ave.)

[O2012-4953]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is

hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 14-N in the area bounded by:

a line parallel to West 56th Street; the public alley next west of and parallel to South Narragansett Avenue; a line 225.00 feet north of and parallel to West 56th Street; and South Narragansett Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District.

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

Reclassification Of Area Shown On Map No. 22-B.
(Application No. 17546)
(Common Address: 9052 -- 9056 S. Brandon Ave./3124 -- 3134 E. 91st St.)
[O2012-4958]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 22-B in the area bounded by:

a line 81 feet north of and parallel to East 91st Street; a line 76.69 feet west of and parallel to South Brandon Avenue; a line 52.5 feet north of and parallel to East 91st Street; South Brandon Avenue; East 91st Street; and a line 130 feet west of and parallel to South Brandon Avenue,

to those of a B1-1 Neighborhood Shopping District which is hereby established in the area described above.

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

Reclassification Of Area Shown On Map No. 22-C.
(Application No. A-7840)
(Common Address: 9101 S. Stony Island Ave.)
[O2012-5145]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is

hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 22-C in the area bounded by:

East 91st Street; the perpendicular alley to East 91st Street that is next east of and parallel to South Stony Island Avenue; East 91st Place; and South Stony Island Avenue,

to those of a B1-2 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 26-E.
(Application No. 17551)
(Common Address: 519 -- 525 E. 103rd St.)

[O2012-4963]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Single-Unit Detached House District symbols and indications as shown on Map Number 26-E in the area bounded by:

East 103rd Street; South Rhodes Avenue; the public alley next south of and parallel to East 103rd Street; and a line 83.52 feet west of and parallel to South Rhodes Avenue (said line being perpendicular to East 103rd Street).

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 28-E.
(As Amended)
(Application No. A-7813)
(Common Address: 11152 S. Michigan Ave.)

[SO2012-3037]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is

hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line 80.1 feet north of and parallel to East 112th Street; South Michigan Avenue; a line 54.1 feet north of and parallel to East 112th Street; and the public alley next west of and parallel to South Michigan Avenue,

to those of an M1-1 Limited Manufacturing/Business Park District.

SECTION 2. This ordinance takes effect after its passage and approval.

ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards, which held a meeting on September 27, 2012, the following ordinances were passed by a majority of the members present:

On Page 2, one ordinance was withdrawn. It is Application Number A-7841.

Page 1 of the Committee report contains the mayoral appointment of Thomas J. Kotel as a member of the Public Building Commission.

Page 1 also contains the reappointment of Samuel Wm. Sax as a member of the Public Building Commission.

Page 1 contains one text amendment regarding recycling facilities within Commercial Zoning Districts.

Pages 1 to 9 of the Committee report contain ordinances for zoning map amendments.

Page 9 contains the waiver of building permit fees for various properties.

Page 10 contains orders for advertising and business identification signs.

I hereby move for passage of the proposed orders for the issuance of permits, free of charge, for historical landmark properties transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Pope 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):

10756 S. Champlain Ave.

[Or2012-490]

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,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Buildings, 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:	10756 South Champlain Avenue ("Property")
District/Building:	Pullman District

for work generally described as:

window replacement

Owner:	Ronnie and Gwendolyn Baker
Owner's Address:	1723 East 74th Street
City, State, Zip:	Chicago, Illinois 60649

SECTION 3. The fee waiver authorized by this order shall be effective from March 1, 2012 through March 1, 2013, 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.

1133 N. Damen Ave.

[Or2012-491]

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,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Buildings, 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:	1133 North Damen Avenue ("Property")
District/Building:	Ukrainian Village District

for work generally described as:

Interior and exterior renovations

Owner:	Christopher Long and Daniel Nehm
Owner's Address:	1133 North Damen Avenue, Number 3
City, State, Zip:	Chicago, Illinois 60622

SECTION 3. The fee waiver authorized by this order shall be effective from October 1, 2012 through October 1, 2013, 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.

4616 N. Dover St.

[Or2012-493]

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,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Buildings, 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:	4616 North Dover Street ("Property")
District/Building:	Dover Street District

for work generally described as:

masonry repairs

Owner:	Martin and Linda Tangora
Owner's Address:	4636 North Magnolia Avenue
City, State, Zip:	Chicago, Illinois 60640

SECTION 3. The fee waiver authorized by this order shall be effective from June 1, 2012 through June 1, 2013, 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.

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards, which held a meeting on September 27, 2012, the following ordinances were passed by a majority of the members present:

On page 2, one ordinance was withdrawn. It is Application Number A-7841.

Page 1 of the Committee report contains the mayoral appointment of Thomas J. Kotel as a member of the Public Building Commission.

Page 1 also contains the reappointment of Samuel Wm. Sax as a member of the Public Building Commission.

Page 1 contains one text amendment regarding recycling facilities within Commercial Zoning Districts.

Pages 1 to 9 of the Committee report contain ordinances for zoning map amendments.

Page 9 contains the waiver of building permit fees for various properties.

Page 10 contains orders for advertising and business identification signs.

I hereby move for passage of the proposed substitute ordinance and orders for signs/ signboards transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the said proposed substitute ordinance and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following are said ordinance and orders as passed (the italic heading in each case not being a part of the ordinance or order):

2131 S. Archer Ave.

[Or2012-570]

Ordered, That the Commissioner of the Buildings Department is hereby directed to issue a sign permit to Lincoln Services, P.O. Box 64479, Chicago, Illinois, for the erection of a sign/signboard over 24 feet in height and/or over100 square feet (in area of one face) at 2131 South Archer Avenue, Chicago, Illinois 60616 with the following dimensions, height and square foot area:

Dimensions: length, 40 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 400 square feet.

Such signs shall comply with all provisions of Title 17 of 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.

8109 S. Ashland Ave.

[Or2012-512]

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

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Liberty Flags, Banners, Flagpoles, Inc., 4740 North Cumberland Avenue, Chicago, Illinois 60656-4235, for the erection of a sign/signboard over 24 feet in height and over 100 square feet (in area of one face) at Pangea Ventures LLC, 8109 South Ashland Avenue, Chicago, Illinois:

Dimensions: length, 30 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 8 feet, 2 inches
Total Square Foot Area: 450 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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850 W. Belmont Ave.

[Or2012-514]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lincoln Services, Inc., P.O. Box 64479, Chicago, Illinois 60664, for the erection of a sign/signboard over 100 square feet (in area of one face) at 850 West Belmont Avenue, Chicago, Illinois 60657:

Dimensions: length, 35 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 5 feet
Total Square Foot Area: 350 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

1101 S. Canal St.
(109 Sq. Ft.)

[Or2012-497]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All American Sign Co., 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Southgate Market, 1101 South Canal Street:

Dimensions: length, 16 feet; height, 6 feet, 10 inches
Height Above Grade/Roof to Top of Sign: 18 feet
Total Square Foot Area: 109 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

1101 S. Canal St.
(500 Sq. Ft.)

[Or2012-498]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All American Sign Co., 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Southgate Market, 1101 South Canal Street:

Dimensions: length, 50 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 14 feet
Total Square Foot Area: 500 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

Chicago O'Hare International Airport (ORD).
(518 Sq. Ft.)

[Or2012-521]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to South Water Signs LLC, 934 Church Road, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at United Air Lines Ground Equipment Maintenance building (GEM), Chicago O'Hare International Airport (ORD), Chicago, Illinois 60666:

Dimensions: length, 54 feet, 5 inches; height, 9 feet, 6.25 inches
Height Above Grade/Roof to Top of Sign: 25 feet above grade/4 feet from top
Total Square Foot Area: 518 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

Chicago O'Hare International Airport (ORD).
(2,285 Sq. Ft.)

[Or2012-522]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to South Water Signs LLC, 934 Church Road, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at United Air Lines L-check Hangar building, Chicago O'Hare International Airport (ORD), Chicago, Illinois 60666:

Dimensions: length, 114 feet, 3 inches; height, 20 feet
Height Above Grade/Roof to Top of Sign: 110 feet above grade/5 feet from top
Total Square Foot Area: 2,285 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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150 N. Dearborn St.
(47 Sq. Ft.)

[Or2012-488]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer Sign Co., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Petterinos, 150 North Dearborn Street, Chicago, Illinois 60601:

Dimensions: length, 8 feet, 9 inches; height, 5 feet, 5 inches
Height Above Grade/Roof to Top of Sign: 13 feet
Total Square Foot Area: 47 square feet.
Elevation: North Dearborn Street

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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150 N. Dearborn St.
(Sign No. 1 -- 123 Sq. Ft.)

[Or2012-487]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer Sign Co., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a

sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Petterinos, 150 North Dearborn Street, Chicago, Illinois 60601:

Dimensions: length, 22 feet, 9 inches; height, 5 feet, 5 inches
Height Above Grade/Roof to Top of Sign: 11 feet
Total Square Foot Area: 123 square feet.
Elevation: North Dearborn Street

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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150 N. Dearborn St.
(Sign No. 2 -- 123 Sq. Ft.)

[Or2012-520]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer Sign Co., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Petterinos, 150 North Dearborn Street, Chicago, Illinois 60601:

Dimensions: length, 22 feet, 9 inches; height, 5 feet, 5 inches
Height Above Grade/Roof to Top of Sign: 11 feet
Total Square Foot Area: 123 square feet.
Elevation: North Dearborn Street

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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150 N. Dearborn St.
(125 Sq. Ft.)

[Or2012-518]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer Sign Co., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Petterinos, 150 North Dearborn Street, Chicago, Illinois 60601:

Dimensions: length, 23 feet; height, 5 feet, 5 inches
Height Above Grade/Roof to Top of Sign: 11 feet
Total Square Foot Area: 125 square feet.
Elevation: West Randolph Street

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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150 N. Dearborn St.
(324 Sq. Ft.)

[Or2012-519]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer Sign Co., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Petterinos, 150 North Dearborn Street, Chicago, Illinois 60601:

Dimensions: length, 54 feet, height, 6 feet
Height Above Grade/Roof to Top of Sign: 13 feet
Total Square Foot Area: 324 square feet.
Elevation: corner of North Dearborn Street and West Randolph Street

Such sign shall comply with all applicable provisions of Title 17 of 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.

1002 W. Diversey Pkwy.

[Or2012-513]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Parvin-Clauss Sign Company, 165 Tubeway Drive, Carol Stream, Illinois 60188, for the erection of a sign/signboard/awning over 100 square feet (in area of one face) at Starbucks, 1002 West Diversey Parkway, Chicago, Illinois 60657:

Dimensions: length, 39 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: 7 feet
Total Square Foot Area: 156 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

2100 W. Fullerton Ave.
(Sign No. 1)

[Or2012-477]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Ozko Sign & Lighting Co., 1119 Lunt Avenue, Schaumburg, Illinois 60193, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Extra Space Storage, 2100 West Fullerton Avenue, Chicago, Illinois 60647:

Dimensions: length, 42 feet, 6 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 170 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

2100 W. Fullerton Ave.
(Sign No. 2)

[Or2012-478]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Ozko Sign & Lighting Co., 1119 Lunt Avenue, Schaumburg, Illinois 60193, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Extra Space Storage, 2100 West Fullerton Avenue, Chicago, Illinois 60647:

Dimensions: length, 40 feet, 5 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: _____.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

3931 N. Harlem Ave.

[Or2012-483]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc. 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Wendy's, 3931 North Harlem Avenue, Chicago, Illinois 60634:

Dimensions: length, 9 feet; height, 13 feet
Height Above Grade/Roof to Top of Sign: 21 feet
Total Square Foot Area: 117 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

5435 N. Harlem Ave.

[Or2012-481]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Neon Prism Electric Sign Co., Inc., 1213 Paramount Parkway, Batavia, Illinois 60510, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Dollar Tree, 5435 North Harlem Avenue, Chicago, Illinois 60656:

Dimensions: length, 53 feet, 7 inches; height, 5 feet
Height Above Grade/Roof to Top of Sign: 122 feet
Total Square Foot Area: 286 square feet.

Such a sign shall comply with all applicable provisions of Title 17 of 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.

2637 S. Kedzie Ave.
(S. Kedzie Ave. And W. 26th St.)

[Or2012-572]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All American Sign Company, 5501 West 109th Street, Oak Lawn, Illinois 60653, for the

erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Auto Zone, 2637 South Kedzie Avenue (South Kedzie Avenue and West 26th Street) Chicago, Illinois:

Dimensions: length, 18 feet; height, 5 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: cabinet = 99 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

6103 N. Lincoln Ave.

[Or2012-496]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Modern Signs, Inc., 1727 Armitage Court, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Ross Dress For Less, 6103 North Lincoln Avenue (Application Number 100456789) (this sign faces south):

Dimensions: length, 35 feet, 3 inches; height, 5 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 177 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

2550 W. Madison St.

[SO2012-5677]

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

SECTION 1. That the Commissioner of Buildings is hereby authorized and directed to issue a sign permit to NSI Signs, 400 Bonnie Lane, Elk Grove, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/ or over 100 square feet. (in area of one face) at 2550 West Madison Street, Chicago, Illinois, with the dimensions, height and square feet area:

Dimensions: length, 45 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 675 square feet.

Such a sign will comply with all applicable provisions of Title 17 of 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 and due publications.

3400 W. Montrose Ave.

[Or2012-479]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to American Public Art, 3654 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 Betty's and Nick's Hair Cut, 3400 West Montrose Avenue, Chicago, Illinois 60618:

Dimensions: length, 80 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: 11 feet
Total Square Foot Area: 320 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

5596 N. Northwest Hwy.
(240 Sq. Ft.)

[Or2012-484]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Landmark Sign Group, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Limestone, Inc., 5596 North Northwest Highway, Chicago, Illinois 60630:

Dimensions: length, 24 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 240 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

5596 N. Northwest Hwy.
(320 Sq. Ft.)

[Or2012-511]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Landmark Sign Group, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Matthew's Roofing, 5596 North Northwest Highway, Chicago, Illinois 60630:

Dimensions: length, 16 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 320 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

10000 W. O'Hare.

[Or2012-523]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to South Water Signs LLC, 934 North Church Street, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Swiss World Cargo, O'Hare Airport -- 10000 West O'Hare, Chicago, Illinois:

Dimensions: length, 30 feet, 3 inches; height, 8 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 242 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

8145 S. Pulaski Rd.
(68 Sq. Ft.)

[Or2012-517]

Ordered, That the Commissioner of Buildings is hereby authorized and directed to give consideration to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign over 24 feet in height and/or over 100 square feet at Mobil, 8145 South Pulaski Road, Chicago, Illinois 60652, with the dimensions height and square foot area:

Dimensions: length, 7 feet, 2 inches; height, 9 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 27 feet, 6 inches
Total Square Foot Area: 68 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

8145 S. Pulaski Rd.
(140 Sq. Ft.)

[Or2012-515]

Ordered, That the Commissioner of Buildings is hereby authorized and directed to give consideration to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign over 24 feet in height and/or over 100 square feet at Mobil, 8145 South Pulaski Road, Chicago, Illinois 60652, with the dimensions height and square foot area:

Dimensions: length, 69 feet, 10 inches; height, 2 feet
Height Above Grade/Roof to Top of Sign: 17 feet
Total Square Foot Area: 140 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

8145 S. Pulaski Rd.
(155 Sq. Ft.)

[Or2012-516]

Ordered, That the Commissioner of Buildings is hereby authorized and directed to give

consideration to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign over 24 feet in height and/or over 100 square feet at Mobil, 8145 South Pulaski Road, Chicago, Illinois 60652, with the dimensions height and square foot area:

Dimensions: length, 77 feet, 5 inches; height, 2 feet
Height Above Grade/Roof to Top of Sign: 17 feet
Total Square Foot Area: 155 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

4757 N. Talman Ave.

[Or2012-495]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Chesterfield Awning Co., 16999 Van Dam Road, South Holland, Illinois 60473, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Monti's Cheesesteaks, 4757 North Talman Avenue, Chicago Illinois 60625:

Dimensions: length, 27 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: 9 feet
Total Square Foot Area: 108 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

11555 W. Touhy Ave.

[Or2012-524]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to South Water Signs LLC, 934 Church Road, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at United Air Lines Reservation building, 11555 West Touhy Avenue, Chicago Illinois 60666:

Dimensions: length, 28 feet, 7 inches; height, 5 feet
Height Above Grade/Roof to Top of Sign: 15 feet above grade, 8 feet from top
Total Square Foot Area: 143 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

5401 S. Wentworth Ave.

[Or2012-486]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Neon Prism Electric Sign Co., Inc., 1213 Paramount Parkway, Batavia, Illinois 60510, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Sneaker Villa, 5401 South Wentworth Avenue (Grand Boulevard Plaza), Chicago Illinois 60609:

Dimensions: length, 45 feet; height, 2 feet, 11 inches
Height Above Grade/Roof to Top of Sign: 14 feet
Total Square Foot Area: 131 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

1110 W. 35th St.

[Or2012-475]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to South Water Signs, 934 North Church Road, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1110 West 35th Street, Chicago, Illinois 60609:

Dimensions: length, 65 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 975 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

1420 W. 47th St.

[Or2012-485]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to South Water Signs, 934 North Church Road, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1420 West 47th Street, Chicago, Illinois 60609:

Dimensions: length, 23 feet, 11⅜ inches; height, 7 feet, 10 inches
Height Above Grade/Roof to Top of Sign: 14 feet, 8 inches
Total Square Foot Area: 187.59 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of 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.

Withdrawn -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREA SHOWN ON MAP NO. 14-G.

[O2012-5066]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, October 3, 2012.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on September 27, 2012, the following ordinances were passed by a majority of the members present:

On page 2, one ordinance was withdrawn. It is Application Number A-7841.

Page 1 of the Committee report contains the mayoral appointment of Thomas J. Kotel as a member of the Public Building Commission.

Page 1 also contains the reappointment of Samuel Wm. Sax as a member of the Public Building Commission.

Page 1 contains one text amendment regarding recycling facilities within Commercial Zoning Districts.

Pages 1 to 9 of the Committee report contain ordinances for zoning map amendments.

Page 9 contains the waiver of building permit fees for various properties.

Page 10 contains orders for advertising and business identification signs.

At this time I move to withdraw the ordinance (O2012-5066) transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said withdrawn ordinance:

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District and an RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 14-G in the area bounded by:

West 60th Street; the public alley next east of and parallel to South Green Street; a line 298.60 feet south of and parallel to West 60th Street; South Green Street; a line 280 feet south of and parallel to West 60th Street; and the public alley next west of and parallel to South Green Street,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Fioretti, Sawyer, Cardenas, Burke, Cochran, Laurino and Reilly. The motion *Prevailed.*

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Meli, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN FIORETTI (2nd Ward):

RECOGNITION AND BEST WISHES EXTENDED TO DORETHEA LIGGINS.

[R2012-913]

WHEREAS, It has been the custom of this legislative body to recognize those distinguished senior citizens who, by virtue of long life experience, contribute much to the diverse and vibrant social fabric of this city; and

WHEREAS, Dorethea Liggins, an outstanding nonagenarian and member of her community, is just such a citizen. She started life on January 23, 1927 in Helena, Arkansas and moved to Chicago at a young age where she was briefly employed at an ironworks on the South Side of the city; and

WHEREAS, Dorethea Liggins is the mother of six and has numerous grandchildren and great-grandchildren. She is a lover of travel and has visited many places, both in this country and abroad; and

WHEREAS, Dorethea Liggins resides at the Academy Square Apartments on South Throop Street and is a devout member of the congregation at the Greater Mt. Sinai Baptist Church in her neighborhood; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward, has apprised this august body of this noteworthy senior citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute Dorethea Liggins and express our very best wishes for health and happiness for many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dorethea Liggins.

CONGRATULATIONS EXTENDED TO A SILVER LINING FOUNDATION ON 10th ANNIVERSARY.

[R2012-915]

WHEREAS, On October 6, 2012 at a gala in the Hyatt McCormick Place, A Silver Lining Foundation, an outstanding eleemosynary organization, will celebrate a decade of developing meaningful partnerships with community, advocacy and healthcare organizations on behalf of individuals who face the daunting diagnosis of breast cancer; and

WHEREAS, Founded in 2002 by Dr. Sandy Goldberg, who is also a breast cancer survivor, the mission of A Silver Lining Foundation is to ensure dignified, respectful and equal access to quality cancer education and services for all regardless of their socioeconomic status; and

WHEREAS, A Silver Lining Foundation sponsors four programs, each an outgrowth of the previous one. The Chicagoland Cancer Information Coalition provides cancer resource information and treatment options, The Evelyn Goldberg Center (named for Dr. Goldberg's mother) provides quality of life services to medically underserved individuals going through cancer treatment and "Buy A Mom A Mammogram" funds cost free screening mammograms and diagnostic follow up to women (and men) who otherwise would not be able to afford these potentially lifesaving tests. The most recent program funded by the foundation is "Keep aBreast", an interactive breast cancer awareness multimedia presentation designed specifically for young women ages 15 to 19 that stresses the vital importance of early detection; and

WHEREAS, With the real challenge of affordable healthcare continuing to slip out of reach, swelling the ranks of the 50 million currently uninsured in our country, A Silver Lining Foundation hopes to provide part of the answer to that challenge by making sure no one falls through the cracks; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward and also a cancer survivor, has apprised this august body of the remarkable accomplishment and significant milestone reached by this extraordinary charitable foundation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby extend our heartfelt gratitude to Dr. Sandy Goldberg and A Silver Lining Foundation for their praiseworthy service that they provide to our neediest and most vulnerable citizens, congratulate them on their decade of beneficence and express our very best wishes for continuing success for decades to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Sandy Goldberg.

CONGRATULATIONS EXTENDED TO MERCY HOME FOR BOYS AND GIRLS ON 125th ANNIVERSARY.

[R2012-914]

WHEREAS, In 1887, the Reverend Louis Campbell, responding to Chicago Archbishop Patrick Feehan's concerns, established rooms on LaSalle Street above a Catholic library in the shadows of the Board of Trade Building intended "to care for the spiritual and temporal welfare of homeless and friendless working boys and waifs". Shortly thereafter, Father Campbell's project became incorporated under the aegis of the Mission of Our Lady of Mercy; and

WHEREAS, In 1889, Father Campbell became ill and his endeavor was taken over by the original proposer of the plan, Father Dennis Mahoney, who raised a modest down payment to purchase a private residence for the boys at what is now 1140 West Jackson Boulevard and has been and is now Mercy Home's headquarters; and

WHEREAS, On the morning of Sunday, September 30, 2012, an event in celebration of the 125th anniversary of Mercy Home for Boys and Girls will take place in Chicago to further its mission of saving young lives through the provision of a safe and nurturing home as well as an opportunity for an excellent education and the means for personal growth. Furthermore, Mercy Homes provides support for families and remains as committed to raising public awareness of youth in need as it was 125 years ago; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward, has apprised this august body of the quasquicentennial of this venerable eleemosynary institution; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute the 125th anniversary of Mercy Home for Boys and Girls and express our everlasting gratitude for the remarkable work they do; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Scott Donahue of the Mercy Home for Boys and Girls.

Presented By

ALDERMAN BURNS (4th Ward):

CONGRATULATIONS EXTENDED TO DR. TIMUEL D. BLACK FOR SERVICE AND CONTRIBUTIONS TO CITY OF CHICAGO.

[R2012-917]

WHEREAS, It is with great pleasure that the members of City Council of the City of Chicago are hereby informed of the life of the trailblazer Dr. Timuel D. Black; and

WHEREAS, Dr. Timuel D. Black was born in Birmingham, Alabama on December 7,1918, and raised in Chicago since 1919 -- a place he loves to call home. He is a revered and highly respected educator, political activist, community leader, oral historian, author and philosopher; and

WHEREAS, Tim attended Burke Elementary and DuSable High Schools in Chicago. During his school years, he worked as a paper boy for the *Chicago Defender*. As a young teen in the Great Depression, he worked as a delivery boy in a local grocery store, where he had his first experience as an organizer. In the early 1930's, he helped organize the "Don't Spend Your Money Where You Can't Work" campaign, which lead to the formation of the Negro Retail Clerks Union. In the 1940's he was an active organizer of the Congress on Racial Equality (CORE) which worked to desegregate Chicago department stores and public accommodations; and

WHEREAS, Tim served in the U.S. Army during World War II, and was awarded four battle stars and a Croix de Guerre, the highest military honor accorded by France to non-citizens. After the war, he enrolled at Roosevelt University, where he received his bachelor's degree. He later earned a master's degree from The University of Chicago. Seeing the charismatic

Dr. Martin Luther King on television in 1955 motivated Timuel Black to abandon his doctoral studies at The University of Chicago to become an active participant in the Civil Rights Movement, even though he had completed all of the academic requirements except writing the dissertation. Immersing himself in civil rights work, Tim went on to serve as the Chicago chair of the historic 1963 March on Washington; and

WHEREAS, He taught at a variety of public high schools and local colleges and universities, and he is most proud of the thousands of successful students whose lives he has touched; and

WHEREAS, Tim Black is a pioneer in the independent black political movement, being one of the first African Americans in Chicago to challenge the "Regular Democratic Organization", also known as "the Machine". He coined the phrase "Plantation Politics". Timuel Black has run for public office several times, and has spent his entire life furthering the cause of social justice. He played a leadership role in the massive voter registration campaign which resulted in the election of Mayor Harold Washington; and

WHEREAS, Two volumes of Black's three-volume work, *Bridges of Memory: Chicago's First Wave of Great Migration*, have been published, and the third volume is in the works. These books chronicle the history of black Chicago from the 1920s to the present, through interviews he conducted with scores of accomplished individuals from many fields of endeavor; and

WHEREAS, His many recognitions, awards and honors include the Benton medal for distinguished public service and a distinguished alumnus award from the University of Chicago, and a doctorate of humane letters from Roosevelt University. He is currently writing his memoirs, Sacred Ground; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this third day of October 2012, do hereby congratulate Dr. Timuel D. Black on his years of service to the City of Chicago and hereby express our best wishes for his health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Timuel D. Black.

DECLARATION OF OCTOBER 13, 2012 AS "CONNECT 4, PROMOTING COMMUNITY TOGETHERNESS DAY" IN CHICAGO.

[R2012-918]

WHEREAS, On October 13, 2012, Quad Communities Development Corporation (QCDC) will host the Connect 4, Promoting Community Togetherness Business & Historic Trolley Tours in the greater Bronzeville community; and

WHEREAS, QCDC, a 501(c) 3 community-based organization, was formed to plan, guide, support and monitor human infrastructure and community development activities that will create a sustainable, healthy, mixed-income neighborhood for the communities of North Kenwood, Oakland, parts of Douglas and Grand Boulevard; and

WHEREAS, Our vision is to connect the past, present and future by highlighting the historically significant and culturally rich communities of North Kenwood, Oakland, Douglas, and Grand Boulevard; and

WHEREAS, The name, Connect 4, is based on four vital components of a vibrant community: community, beautification, business and political will. Participants will have the opportunity to explore the rich history of the aforementioned communities and discover the amazing small businesses that call Bronzeville home; now, therefore,

Be It Resolved, That the Mayor and members of the City Council in meeting assembled this third day of October 2012, do hereby proclaim Saturday, October 13, 2012, to be the Connect 4 Promoting Community Togetherness Day to formally introduce the history and culture of the area to all who participate; and

Be It Further Resolved, That copies of this resolution be presented to Quad Communities Development Corporation.

Presented By

ALDERMAN SAWYER (6th Ward):

CONGRATULATIONS EXTENDED TO CHARTER MEMBERS OF CHATHAM PARK VILLAGE COOPERATIVE ON 50TH ANNIVERSARY.

[R2012-919]

WHEREAS, Chatham Park Village Cooperative was converted from a rental apartment complex to cooperative housing in January 1962, the first such conversion in the State of Illinois, and one of only a few nationwide; and

WHEREAS, Chatham Park Village Cooperative established itself as a bedrock community in the 6th Ward of the City of Chicago and as a national model of affordable middle-income housing through the collaborative efforts of its members, especially its charter members; and

WHEREAS, Blanche Reed, Claire Addams, Cleopatra Hearns, June Crittendon, Raymond Bowers, Walter Williams, Barbara Wadlington, Clarence Gordon, Gwendolyn Williams, Corenelia Parks, Mattie Wilson and Wilbert Tatum, Sr. became the charter members of

Chatham Park Village Cooperative in 1962 when they signed their occupancy agreements and have continued as loyal, model members for 50 years; and

WHEREAS, The charter members of Chatham Park Village Cooperative became the standard bearers of affordable cooperative housing for 50 years providing leadership, making a difference as chairperson of her courtyard, volunteering on the Cooperative's Court Council and Newsletter Committee; and

WHEREAS, The charter members of Chatham Park Village Cooperative commitment, loyalty and contributions as a trailblazer has provided the Chatham community with stability and growth for 50 years; and

WHEREAS, The charter members of Chatham Park Village Cooperative take pride as residents who contributed to creating a safe, affordable, dignified housing community at Chatham Park Village Cooperative for 50 years; now, therefore,

Be It Resolved, That on the third day of October 2012, the Mayor and the City Council of Chicago, do hereby recognize Blanche Reed, Claire Addams, Cleopatra Hearns, June Crittendon, Raymond Bowers, Walter Williams, Barbara Wadlington, Clarence Gordon, Corenelia Parks, Mattie Wilson, Wilbert Tatum, Sr. and Gwendolyn Williams as charter members of Chatham Park Village Cooperative, making a difference for 50 years in the Chatham community and as model citizens of the City of Chicago; and

Be It Further Resolved, That a copy of this resolution be presented to each charter members of the Chatham Park Village Cooperative.

Presented By

ALDERMAN HARRIS (8th Ward):

TRIBUTE TO LATE LOIS A. GREEN.

[R2012-920]

WHEREAS, God in His infinite wisdom and judgment has welcomed Lois A. Green, outstanding citizen and beloved friend, home to her eternal reward Tuesday, August 7, 2012; and

WHEREAS, Lois A. Green, born November 23, 1939 in Marrero, Louisiana to loving parents, Jules and Nadage Johnson was one of 12 children who brought happiness and laughter to the Johnson Family home; and

WHEREAS, Lois attended Lincoln High School in Louisiana and upon graduation she began working at Ochsner Hospital as a housekeeper. During that time she gave birth to her son, Damon; and

WHEREAS, In 1963, Lois moved to Chicago and began working at Teletype (Illinois Bell) and was later introduced to her friend Ruth Perry's brother, Howard. Howard and Lois were united in holy matrimony August 7, 1965 and to this union two children were born, Karen and Stacey; and

WHEREAS, In December 2001, Lois retired from McDonnell & Miller Company to spend more quality time with her loving family; and

WHEREAS, Lois A. Green will be remembered as a loving and devoted wife, mother, grandmother, sister and friend who enriched the lives of all who knew her in countless ways; and

WHEREAS, Lois A. Green will be deeply missed by those whose lives she has touched, particularly her loving husband of 47 years, Howard; her children, Damon, Karen (Nathaniel) and Stacey; her grandchildren, Maxine, Janelle and Jason; her sisters, Willa Mae, Eula, Anne and Barbara; her brothers, Alvin, Stanley, Carl, Aaron, Wayne, Marvin and Jules, Jr.; and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this third day of October 2012 A.D., do hereby express our collective sorrow at the passing of Lois A. Green and extend our sincere condolences to her family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Lois A. Green.

TRIBUTE TO LATE JULIA DIANA JACKSON.

[R2012-921]

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Julia Diana Jackson, outstanding citizen and beloved friend, September 11, 2012; and

WHEREAS, The Chicago City Council has been informed of her transition by the Honorable Michelle Harris, Alderman of the 8th Ward; and

WHEREAS, Julia Diana, born September 7, 1955, was the loving daughter of Ernest and Sarah Jackson, and the dear sister of four siblings. She was affectionately known as " JuJu" by her family and friends; and

WHEREAS, The Jackson Family moved to Chicago when Julia was a young child. She received her education through the Chicago Public School system and graduated from Jones Commercial College Prep. She furthered her education at Olive Harvey College and McCormick College, later Julia was employed as a court reporter; and

WHEREAS, Julia Diana Jackson accepted Christ as her savior at an early age under the leadership of Reverend Claude and Reverend Addie Wyatt. In 2005, she rededicated her life under the leadership of Reverend Jerald January and served as a mission worker. Julia loved helping people and would work alongside of her mother Sarah, wherever she was needed; and

WHEREAS, The hard work, sacrifice and dedication of Julia Diana Jackson serve as an example to all. Her love of life and ability to live it to the fullest endeared Julia to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, To her beloved family, Julia Diana Jackson imparts a legacy of faithfulness, service and dignity; and

WHEREAS, Julia Diana Jackson leaves to celebrate her accomplishments and celebrate her life, her mother, Sarah; two children, Aaron and Sarah; three grandsons, Joshua, James and Jonathan; three brothers, James, Ernest and Maurice; two nieces, Tonya Williams (Bruce) and Mia Walker; one nephew, Maurice Walker, Jr.; and a host of other relatives and many friends. Julia was preceded in death by her sister, Tamara; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this third day of October 2012 A.D., do hereby express our sorrow on the death of Julia Diana Jackson and extend to her family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Julia Diana Jackson.

TRIBUTE TO LATE RAY MC GILL.

[R2012-922]

WHEREAS, Ray McGill, a most beloved citizen, friend and towering figure in Chicago's great 8th Ward community, has been called home by our Lord God and Savior Jesus Christ; and

WHEREAS, God in His infinite wisdom chose, Thursday, August 17, 2012 to bring his precious child, Ray McGill, home to his heavenly reward; and

WHEREAS, The Chicago City Council has been notified of his transition by the Honorable Michelle Harris, Alderman of the 8th Ward; and

WHEREAS, Ray McGill was born on May 11, 1935 in Waynesboro, Mississippi to his loving parents Thomas and Willie Marie McGill. He was the fifth child and the second son of the twelve children. Mr. and Mrs. McGill and their five sons and seven daughters shared many precious and memorable times together; and

WHEREAS, Although he was born and raised in Mississippi where he attended Smith Hughes High School during his elementary and high school years, Ray wanted to expand his experiences, so at the age of 20 he moved to Chicago and made it his lifelong home. He held various positions in companies such as: Oscar Mayer, Imperial Metal Company and St. Bernard Hospital, and was always a dedicated employee; and

WHEREAS, Three years after moving to Chicago, Ray's heart was captured by a young woman who was to become his wife and love of his life, the former Ve Ella (Vee) Knox. They were united in holy matrimony and shared 53 years of wedded bliss; and

WHEREAS, A devout Christian, Ray accepted Christ at an early age in Mississippi. He was a committed member of Saint Luke Baptist Church and served on the usher board and sang in the youth choir. Shortly after Ray and Vee McGill were married, they joined Mount Olive Missionary Baptist Church and remained faithful members for 23 years. In 1982, Ray and Vee moved to the South Side of Chicago and became members of Oakdale Covenant Church. Ray continued the tradition he began at Saint Luke Baptist Church, and joined the usher board, and served faithfully until his health failed; and

WHEREAS, His parents and three brothers, Arthur, Joseph and Truman having preceded him in death, Ray McGill will be deeply missed by those whose lives he touched, particularly his loving and devoted wife, Ve Ella McGill; seven sisters, Ms. Alma Miller, Missionary Gladys C. Brown, Sister Bernice Lee, Ms. Patricia Owens, Reverend Bertha McCann, Ms. Collie Jones, and Mrs. Elvira McGrew (Charles); a brother, Daniel McGill; a special niece, Rita Pulliam; a godchild, Zelma Lea; two god-grandchildren, Zequesha Robinson and Zara Ana McCoy; and a host of other nieces, nephews, cousins, church family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., offer our deepest condolences to the family of Ray McGill and offer our best wishes that their grief will soon be replaced by the warmth of his memory; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ray McGill.

Presented By

ALDERMAN BALCER (11th Ward),
ALDERMAN REBOYRAS (30th Ward) And
ALDERMAN TUNNEY (44th Ward):

RECOGNITION EXTENDED TO CHRISTINA LOUKAS ON SUCCESS AT 2012 SOMMER OLYMPICS.

[R2012-923]

WHEREAS, The City of Chicago is proud to have amongst its ranks many exemplary individuals who exhibit the Olympian spirit; and

WHEREAS, Aldermen Balcer, Reboyras and Tunney would like to recognize and pay tribute to one of those exemplary athletes, two time Olympian Christina Loukas; and

WHEREAS, Christina, is the daughter of George and Patty Loukas, proud sister of Nick, Kosta and Stacey; and

WHEREAS, Born and raised in Riverwoods, Illinois, Christina studied gymnastics, swimming and diving from an early age, before switching to diving exclusively at 12; and

WHEREAS, She attended Deerfield High School and competed in the off season with the Coho Swim Club; and

WHEREAS, While attending Indiana University, Christina proudly represented the Indiana Hoosiers, where she was an eight time NCAA All-American, winning all three diving events at the conference championships, and was one of only four Big Ten divers to ever accomplish this feat; and

WHEREAS, Christina went on to placing fourth at the 2008 FINA Swimming World Cup and then competed in the 2008 Summer Olympics, where she placed ninth; and

WHEREAS, After relocating to Texas in 2010, Christina began to train with Ken Armstrong at the Woodlands Diving Academy, the results of this training were a fourth place finish at the 2011 Worlds and a place on the 2012 Olympic Team; and

WHEREAS, On August 5th, Christina finished eighth in the 3 meter Springboard Diving Event at the 2012 Summer Olympics; and

WHEREAS, A lifelong Cubs fan, Christina also enjoys being outside, active and loves to cook; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this third day of October 2012, do hereby salute Christina Loukas and extend our best wishes for continued health and happiness in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Christina Loukas.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

DECLARATION OF OCTOBER 20 -- 27, 2012 AS "VICENTE FERNÁNDEZ, EL IDOLO DE MEXICO, SEMANA" WEEK IN CHICAGO.

[R2012-925]

WHEREAS, Vicente Fernández, an iconic star of motion pictures and the greatest Mexican vocalist of his day, will come to this city to perform at the Allstate Arena in suburban Rosemont on October 20 and October 21, 2012; and

WHEREAS, Born on February 17, 1940 in the village of Huentitan El Alto, Jalisco, Mexico, Vicente "Chente" Fernández is the son of rancher Ramon and Paula Gomez Fernández. At the age of six, he was already dreaming of a singing career. Two years later, he learned to play guitar and began to study his country's folk music; and

WHEREAS, When he was 14 years of age, Vicente Fernández entered an amateur contest in Guadalajara and won first place. He began by playing in local restaurants and for weddings of friends and family in the "ranchera" style he heard on the radio; and

WHEREAS, On December 27, 1963, Vicente Fernández married a former neighbor Maria del Refugio "Cuca" Abarca Villasenor. Their union was blessed with four children: Vicente, Gerardo, Alejandro and Alexandra; and

WHEREAS, In pursuit of his dream, Vicente Fernández worked odd jobs such as janitor, dishwasher, waiter -- whatever he could find -- all the while, still holding on to his musical aspirations. Fernández devoted himself to music full time in 1960. He went back to his native state of Jalisco, where he performed as a street musician, appearing occasionally on the local television. Two years later, he sojourned to Mexico City where he found a job singing at a restaurant. When he wasn't working, he was auditioning for recording companies and consistently being turned down. Shortly before his marriage, his mother passed away at the young age of 47; and

WHEREAS, In spite of such spirit-crushing adversity, Vicente Fernández persevered. In 1966, he landed a contract with CBS Mexico (now Sony BMG), recording the first of many hit singles such as "Tu Camino Y El Mio", "Perdoname" and "Cantina del Barrio"; and

WHEREAS, Vicente Fernández appeared in his first film production in 1971 and starred in his first hit film "La Ley del Monte" in 1974. In 1976, his song, "Volver, Volver", broke all sales records with hundreds of groups from Mexico, Central and South America recording it. This was the song that made him an international star. By the early 1980s, the music industry was calling him "El Idolo de Mexico"; and

WHEREAS, By the early '90s, Vicente Fernández appeared in more than 20 films, and continued to top charts with recordings such as "Aunque me Duela el Alma", "Me Voy a Quitar de En medio" and the theme of the popular telenovela, "La Mentira". He even received a star on the Hollywood Walk of Fame and was inducted into *Billboard* magazine's Hall of Fame; and

WHEREAS, In this past decade, Vicente Fernández has continued to record and receive numerous prestigious awards. He has won Grammys and Premios Lo Nuestro, regularly tops the lists of the *Billboard* magazine and has been recognized with awards for lifetime achievements; and

WHEREAS, Vicente Fernández has performed in the largest and most prestigious venues throughout the world. He has recorded more than 100 albums and has influenced the growth and development of modern mariachi music. He endures as a constant source of Mexican pride, admiration and inspiration for people in every nation; and

WHEREAS, The Honorable George Cárdenas, Alderman of the 12th Ward, has apprised this august body of the outstanding achievements of this exemplary vocal and acting legend as well as introduced legislation to name a four block portion of West 26th Street as "Honorary Vicente Fernández Way"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute Vincente Fernández for his noteworthy career as El Idolo de Mexico and declare the week of October 20 through October 27, 2012 to be "Vicente Fernández, El Idolo de Mexico, Semana" throughout Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Vicente Fernández.

RECOGNITION EXTENDED TO DR. ROMEO RAUL RODRIGUEZ CARDENAS AND ESCUELA SUPERIOR POLITECNICA DE CHIMBORAZO FOR CONTRIBUTIONS TO WELFARE AND EDUCATION TO CITIZENS OF ECUADOR.

[R2012-926]

WHEREAS, It is the custom of this legislative body to honor those distinguished individuals whose lifework and enlightened endeavors have served to enhance the quality of life for the citizens of their country as well as the institutions to which they are attached; and

WHEREAS, Dr. Romeo Raul Rodriguez Cardenas is just such an individual who has emerged as a university leader who supports linking his academic institution to the community who champions affordable education for the youth of the South American country of Ecuador; and

WHEREAS, Dr. Romeo Raul Rodriguez Cardenas is Deputy Dean of the Escuela Superior Politecnica de Chimborazo (ESPOCH) as well as the Dean of the Faculty of Informatics and Electronics. Additionally, he serves as the university's Rector. As such, he is extraordinarily committed to supporting initiatives that promote respect for multiculturalism as well as the recognition of the full development of human and collective rights of all Ecuadoreans; and

WHEREAS, Founded in 1969, as the Instituto Tecnologico Superior de Chimborazo by an act of the National Congress of Ecuador, the Escuela Superior Politecnica de Chimborazo (ESPOCH) has seven faculties teaching Natural Resources, Science, Business Management, Electronic Engineering and Informatics, Public Health, Livestock Science and Mechanical Engineering. ESPOCH is classified in the "A" category of higher educational institutions that only include the most important universities in Ecuador; and

WHEREAS, ESPOCH educates indigenous students from all the national territories that include people of different cultures, ethnicities and nationalities. Their critical, intercultural and humanistic approach results in trained practical-reflexive professionals who will contribute to solving the socio-cultural and productive issues facing Ecuador with mutual respect for others and the natural environment; and

WHEREAS, As an agent of change, ESPOCH has established intercultural relationships with the peoples, cultures and ancestral indigenous nationalities of the Amazon region through its branches in Morona Santiago (Macas) and the Northerly Amazon (Orellana). In Orellana, ESPOCH trains teachers of various nationalities to generate capacity in the field of education; and

WHEREAS, The Honorable George A. Cárdenas, Alderman of the 12th Ward, has apprised this august body of the outstanding achievements of Dr. Romeo Raul Rodriguez Cardenas' seminal work and the noteworthy institution to which he devotes his service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute Dr. Romeo Raul Rodriguez Cardenas and the Escuela Superior Politecnica de Chimborazo for praiseworthy contributions to the welfare and education of the citizens of their country and extend our heartfelt wishes for continuing success in carrying on their vital mission in beneficence to the nation of Ecuador; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Romeo Raul Rodriguez Cardenas.

RECOGNITION EXTENDED TO DR. ROWINSON F. NARANJO JÁCOME AND ESCUELA SUPERIOR POLITECNICA DE CHIMBORAZO ON CONTRIBUTIONS TO WELFARE AND EDUCATION TO CITIZENS OF ECUADOR.

[R2012-927]

WHEREAS, It is the custom of this legislative body to honor those distinguished individuals whose lifework and enlightened endeavors have served to enhance the quality of life for the citizens of their country as well as the institutions to which they are attached; and

WHEREAS, Dr. Rowinson F. Naranjo Jácome is just such an individual who has devoted himself to the study of the learning process of children, adolescents and young adults who are part of the rich diversity of cultures, ethnicities and nationalities of the South American country of Ecuador. Since 1996, he has been a major contributor to the strategic mission of the Escuela Superior Politecnica de Chimborazo as a specialist in the fields of higher education and social sciences. Currently, he is its key academic and strategic consultant; and

WHEREAS, Dr. Rowinson F. Naranjo Jácome holds B.A. degrees in fields such as philosophy, law, anthropology, psychology, as well as doctoral degrees in psychology, law and education. He is a leader of the National Union of Teachers and has represented the teachers in negotiations with the government in order to improve the working conditions of teachers and the student community even to the extreme actions such as hunger strikes. His career as an educator and a union leader at the national level spans more than two decades; and

WHEREAS, Founded in 1969 as the Instituto Tecnologico Superior de Chimborazo by an act of the National Congress of Ecuador, the Escuela Superior Politecnica de Chimborazo (ESPOCH) has seven faculties teaching natural resources, science, business management, electronic engineering and informatics, public health, livestock science and mechanical engineering. ESPOCH is classified in the "A" category of higher educational institutions that only include the most important universities in Ecuador; and

WHEREAS, ESPOCH educates indigenous students from all the national territories that include people of different cultures, ethnicities and nationalities. Their critical, intercultural and humanistic approach results in trained practical-reflexive professionals who will contribute to solving the socio-cultural and productive issues facing Ecuador with mutual respect for others and the natural environment; and

WHEREAS, As an agent of change, ESPOCH has established intercultural relationships with the peoples, cultures and ancestral indigenous nationalities of the Amazon region through its branches in Morona Santiago (Macas) and the Northerly Amazon (Orellana). In Orellana, ESPOCH trains teachers of various nationalities to generate capacity in the field of education; and

WHEREAS, The Honorable George A. Cárdenas, Alderman of the 12th Ward, has apprised this august body of the outstanding achievements of Dr. Rowinson F. Naranjo Jácome's seminal work and the noteworthy institution to which he devotes his service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute Dr. Rowinson F. Naranjo Jácome and the Escuela Superior Politecnica de Chimborazo for praiseworthy contributions to the welfare and education of the citizens of their country and extend our heartfelt wishes for continuing success in carrying on their vital mission in beneficence to the nation of Ecuador; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Rowinson F. Naranjo Jácome.

RECOGNITION EXTENDED TO DR. MANUEL RAMIRO MUÑOZ AND FELLOWS OF INTERCULTURAL STUDIES CENTER FOR CONTRIBUTIONS TO WELFARE AND EDUCATION OF CITIZENS OF COLOMBIA.

[R2012-929]

WHEREAS, It is the custom of this legislative body to honor those distinguished individuals whose lifework and enlightened endeavors have served to enhance the quality of life for the citizens of their country as well as the institutions to which they are attached; and

WHEREAS, Dr. Manuel Ramiro Muñoz is philosopher from the prestigious Jesuit institution, Pontificia Universidad Javeriana, Seccional Bogota, with a masters degree in university teaching as well as a training degree in university direction. He is a consultant at the International Institute for the Higher Education for Latin America and the Caribbean IESAL/UNESCO, a distinguished member of the Scientific Committee of the Higher Education Conference of GUNI (Global University Network for Innovation), a network of the University of the United Nations, UNESCO and the Universidad Politecnica de Cataluña, Barcelona; and

WHEREAS, Dr. Manuel Ramiro Muñoz is the director and founder of the Intercultural Studies Center of Seccional Cali and developed in cooperation with the Universidad de Barcelona and Fundació Solidaritat UB under the auspices and support of the Spanish Agency for International Development Cooperation. His exemplary leadership in the fight for the rights of workers and vulnerable communities for more than 28 years has resulted in the strengthening organizational processes of indigenous communities in many parts of Colombia and the training of the Afro-descendant communities of the South Pacific region of that country; and

WHEREAS, Founded in 2010, the Intercultural Studies Center is dedicated to promoting the development of research, education and advocacy in the field of cultural studies. One of

its key projects has been the creation and development of academic spaces for positive interaction and dialogue among the various cultures that live and interact in the southwestern region of the South American country of Colombia, especially those of African descent as well as indigenous peoples in rural communities in order to foster social stability and environmental sustainability in that region; and

WHEREAS, The Intercultural Studies Center's work affirms that indigenous peoples are endowed with a valuable cultural and ethnic diversity and great ancestral wisdom and seeks to elevate their visibility and inclusion in the decision-making processes concerning political, economic and social issues of the region they inhabit; and

WHEREAS, In the Cauca River Valley, the Center has created social processes to aide negotiations between the disparate parties that are part of the sugar industry for the purpose of advancing better relationships primarily through training, job creation, and fostering dialogue; and

WHEREAS, In the South Pacific region, from Buenaventura to the Ecuadorian border, the Center has developed projects aimed at strengthening their ethno-territorial authorities, boosting social, political and economic development of the region from a perspective that includes the traditions of the afro-descendant and indigenous peoples living there and respects their authority over their territory; and

WHEREAS, Working with rural communities in Southwestern Colombia, the Intercultural Studies Center has played an important role in developing intercultural training proposals for good living, strengthening basic rural organizations and raising the profile of their local and regional leaders; and

WHEREAS, The Honorable George A. Cárdenas, Alderman of the 12th Ward, has apprised this august body of the outstanding work of Dr. Manuel Ramiro Muñoz and the seminal achievements his Intercultural Studies Center has accomplished on behalf of Colombia and its people; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute Dr. Manuel Ramiro Muñoz and the fellows of the Intercultural Studies Center for their praiseworthy contributions to the welfare and education of the citizens of their country and extend our heartfelt wishes for continuing success in carrying on their vital mission in beneficence to the nation of Colombia; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Intercultural Studies Center.

RECOGNITION EXTENDED TO FELLOWS OF INTERCULTURAL STUDIES CENTER FOR CONTRIBUTIONS TO WELFARE AND EDUCATION OF CITIZENS OF COLOMBIA.

[R2012-930]

WHEREAS, It is the custom of this legislative body to honor those distinguished institutions whose enlightened policies and humanitarian endeavors have served to enhance the quality of life for the citizens of their country; and

WHEREAS, The Intercultural Studies Center is just such an institution. It was established through the Inter-University Cooperation Program between the Pontificia Universidad Javeriana Seccional Cali, Universidad de Barcelona and Fundaciô Solidaritat UB under the auspices and support of the Spanish Agency for International Development Cooperation; and

WHEREAS, Founded in 2010, the Intercultural Studies Center is dedicated to promoting the development of research, education and advocacy in the field of cultural studies. One of its key projects has been the creation and development of academic spaces for positive interaction and dialogue among the various cultures that live and interact in the southwestern region of the South American country of Colombia, especially those of African descent as well as indigenous peoples in rural communities in order to foster social stability and environmental sustainability in that region; and

WHEREAS, The Intercultural Studies Center's work affirms that indigenous peoples are endowed with a valuable cultural and ethnic diversity and great ancestral wisdom and seeks to elevate their visibility and inclusion in the decision-making processes concerning political, economic and social issues of the region they inhabit; and

WHEREAS, In the Cauca River Valley, the Center has created social processes to aide negotiations between the disparate parties that are part of the sugar industry for the purpose of advancing better relationships primarily through training, job creation, and fostering dialogue; and

WHEREAS, In the South Pacific region, from Buenaventura to the Ecuadorian border, the Center has developed projects aimed at strengthening their ethno-territorial authorities, boosting social, political and economic development of the region from a perspective that includes the traditions of the afro-descendant and indigenous peoples living there and respects their authority over their territory; and

WHEREAS, Working with rural communities in Southwestern Colombia, the Intercultural Studies Center has been played an important role in developing intercultural training proposals for good living, strengthening basic rural organizations and raising the profile of their local and regional leaders; and

WHEREAS, The Honorable George A. Cárdenas, Alderman of the 12th Ward, has apprised this august body of the outstanding achievements of the Intercultural Studies Center and its seminal work on behalf of Colombia and its people; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute the fellows of the Intercultural Studies Center for their praiseworthy contributions to the welfare and education of the citizens of their country and extend our heartfelt wishes for continuing success in carrying on their vital mission in beneficence to the nation of Colombia; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Intercultural Studies Center.

RECOGNITION EXTENDED TO PONTIFICIA UNIVERSIDAD JAVERIANA SECCIONAL CALI FOR CONTRIBUTION TO WELFARE AND EDUCATION OF COLOMBIA.

[R2012-931]

WHEREAS, In 1623, the Society of Jesus founded the Pontificia Universidad Javeriana in Bogotá, Colombia, a private higher education institution that is of the oldest, most traditional, and prestigious universities in that South American nation; and

WHEREAS, Since its inception, this university has been notable for its academic excellence and commitment to the sustainable development of the region, becoming a key player in transforming its social, economic, political, environmental, cultural and spiritual life through responsible management of its teaching, research and service resources; and

WHEREAS, On October 6, 1970, the university started a Public Accounting Program in the city of Cali. On November 20, 1978, the University Directing Council approved a full extension site there and named it Pontificia Universidad Javeriana Seccional Cali; and

WHEREAS, Pontificia Universidad Javeriana Seccional Cali was the first private university in southwestern Colombia to obtain institutional accreditation by the Ministry of National Education of Colombia. This laudable institution is committed to the new young generation of the city, region and country. Since its creation, it has continued to strengthen the academic quality of their programs in order to provide better education alternatives, contributing to the training of people with humane and academic excellence, imbuing their students with high professional skills as well as a sense of social responsibility; and

WHEREAS, Pontificia Universidad Javeriana Seccional Cali has a social commitment to nurture a more just society by offering educational opportunities to the country's ethnic minorities, as well as outstanding students with limited financial resources; and

WHEREAS, Pontificia Universidad Javeriana Seccional Cali has been recognized for its dedication to training ethical men and women who value and respect cultural diversity and have an environmental commitment to conservation and biodiversity; and

WHEREAS, Networking with Jesuit universities worldwide, the Pontificia Universidad Javeriana Seccional Cali received international recognition due to its capacity for innovation and the dynamic training it offers young entrepreneurs as well as educating competent leaders for the country; and

WHEREAS, Father Jorge Humberto Peláez, S.J., President of Pontificia Universidad Javeriana Seccional Cali, is an extraordinary leader whose dedication and support has furthered the goal of providing alternatives for improving the living conditions for vulnerable communities throughout that region; and

WHEREAS, The Honorable George Cárdenas, Alderman of the 12th Ward, has apprised this august body of the seminal achievements of this venerable and noteworthy institution; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute the Pontificia Universidad Javeriana Seccional Cali for its praiseworthy contribution to their welfare and education of the citizens of their country and extend our heartfelt wishes for continuing success in carrying on its vital mission in beneficence to the nation of Colombia; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the President of Pontificia Universidad Javeriana Seccional Cali, Father Jorge Humberto Peláez, S.J.

Presented By

ALDERMAN QUINN (13th Ward):

TRIBUTE TO LATE JUDY A. BRAMWELL.

[R2012-932]

WHEREAS, God in His infinite wisdom has called Judy A. Bramwell to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, Judy A Bramwell (nee Wozniak), age 56, tragically; beloved wife of Douglas Bennett; dear Mommy of Jodie Bramwell, Jamie (Simon III) Juarez, Jeanne (Alberto) Jimenez, Freddie (Clarissa) Bramwell and Jessica (Martin) Varela; loving grandma of Alexa-Rae, Anastasia, Haley, Simon IV, Justin, Alberto Jr., Morgan, Jayden, Adan, Angelus,

Joshua and soon to be Little Freddie III; dear daughter of LaVerne and the late Richard Wozniak; loving sister of the late Patricia (late John) Gay, Richard (Bo) Wozniak and Cindy (Steve) Schultz; also survived by many nieces, nephews, cousins and friends. Dedicated employee for over 20 years of Vito and Nick's Pizza, Judy A. Bramwell leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this third day of October 2012, do hereby express our sorrow on the death of Judy A. Bramwell and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Judy A. Bramwell.

TRIBUTE TO LATE ANITA GARCIA.

[R2012-933]

WHEREAS, God in His infinite wisdom has called Anita Garcia to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, Anita (nee Orozco) loving mother of Juan (Maria), Rick (Dalia) and Angelica (Eduardo) Villegas; cherished "Mama Ani" of Juan, Jr., Giovanni, Adrian, Amber Rose, Alyssa, Mya and Julian; dearest sister of Delfino, Fernando, Rosalie, Maria Elena, Ricardo, late Guadalupe and the late Jose Luis; and aunt of, many nieces and nephews, Anita Garcia leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this third day of October, 2012, do hereby express our sorrow on the death of Anita Garcia and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Anita Garcia.

TRIBUTE TO LATE MICHAEL J. JAROCH.

[R2012-934]

WHEREAS, God in His infinite wisdom has called Michael J. Jaroch to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, Michael J. Jaroch, age 43; loving husband of Darlene (nee Murphy); beloved father of Jessica; caring son of Joseph and the late Dolores Jaroch; beloved son-in-law of Mary Kay Murphy; devoted brother of Janet (Jimmy), Danny (Renee), Joann (Cary), Tommy (the late Raven), Timmy, Sandra (Charlie), Karen (Rob), Laura, Mark (Angie), Ronald and the late Donnie; brother-in-law of Jennifer; and loving uncle and friend to many, Michael J. Jaroch leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this third day of October 2012, hereby express our sorrow on the death of Michael J. Jaroch and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael J. Jaroch.

TRIBUTE TO LATE FLORENCE C. STANGER.

[R2012-935]

WHEREAS, God in His infinite wisdom has called Florence C. Stanger to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, (nee Hutchings), 93; beloved wife of the late Russell; loving mother of Sharon (late John) Taylor and Jim (Kathleen); dearest grandma of Maura (Frank) Zurek, Michael (Melissa) Stanger, Brian Stanger, Cassie Stanger and Jim Taylor and great-grandma of Alex, Juliana, Olivia and Emma; dear sister of the late Eleanor (late John) Pleyer, late Loretta Hutchings and the late Tom (Dorothy) Hutchings; aunt of many nieces and nephews; member of the Jolly Nick's, Florence C. Stanger leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this third day of October 2012, do hereby express our sorrow on the death of Florence C. Stanger and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Florence C. Stanger.

CONGRATULATIONS EXTENDED TO FRANK JAMES SAUTKUS ON 75TH BIRTHDAY.

[R2012-936]

WHEREAS, September 20, 2012 marks the date of the 75th birthday of Frank James Sautkus; and

WHEREAS, Frank was born September 20, 1937; graduated from Kelly High School in 1955 and worked for Northwest Airlines until 1959. He served his country proudly in the United States Army beginning February 1959 and received an Honorable Discharge in January 1961; and

WHEREAS, Frank began his career with the Chicago Police Department on March 19, 1962, at the age of 24. He was assigned as a patrolman and was promoted to sergeant in August 1966; lieutenant in February 1970; captain in February 1973; appointed to exempt member in August 1979; commander of three different districts and several support divisions through 1989; commanded unit that coordinated the building of the new communications center from December 1990 -- 1998; assisted in negotiations with city of Chicago for the first labor contract for captains from 1998 -- 2000; appointed president of the Captains Association and signed the first labor contract for captains in 2000; and in January 2001, at the age of 63, Frank retired as the third watch commander in 021 District; and

WHEREAS, Frank James Sautkus upheld the finest traditions of the Chicago Police Department throughout his career and was respected for his character, intelligence and courage by all who served with him; and

WHEREAS, Frank is a wonderful father, grandfather, and a remarkable person, who remains today an inspiration to all who have reached their golden years. He is a treasured patriarch to his devoted and loving family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here in assembly this third day of October 2012 A.D., do hereby extend our best wishes for a memorable and joyous birthday celebration and offer our further good wishes for many continued years of robust health to indulge in all his passions including his hobbies of gardening, outdoor activities and spending quality time with his loving children, Jim, Jennifer, Tom and Steve and 11 grandchildren, who he continues to adorn with loving affection; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. Frank James Sautkus.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE HONORABLE GEORGE ESCH.

[R2012-938]

WHEREAS, The Honorable George Esch has been called to eternal life by the wisdom of God at the age of 84; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, The Honorable George Esch was the loving and devoted husband of the late Agnes; and

WHEREAS, The Honorable George Esch was the much-adored father of Norbert, Noreen, and Glenn, the grandfather of 12 and the great-grandfather of 10 to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, A veteran of World War II, the Honorable George Esch was a proud member of the International Union of Bricklayers and Allied Craftworkers; and

WHEREAS, The Honorable George Esch ably served for several years with the Illinois Department of Transportation, and was the former owner of GEE Pizza; and

WHEREAS, A civic and community leader, The Honorable George Esch was the longtime scout master of St. Basil Troupe 486, and served as the Republican committeeman of Chicago's 14th Ward; and

WHEREAS, The Honorable George Esch will be dearly missed and fondly remembered by his many relatives, friends and colleagues; and

WHEREAS, To his beloved family, the Honorable George Esch imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby commemorate the Honorable George Esch for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable George Esch.

TRIBUTE TO LATE DOROTHY FULLER.

[R2012-937]

WHEREAS, Dorothy Fuller has been called to eternal life by the wisdom of God at the age of 91; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A native of California, Dorothy Fuller was the loving and devoted wife of the late William Englehaupt; and

WHEREAS, Dorothy Fuller was the much-adored mother of William, Jr. and Michael, to whom she imparted many of the fine and noble qualities which she possessed in abundance; and

WHEREAS, Dorothy Fuller was the beloved grandmother of one granddaughter; and

WHEREAS, The face of fashion in her adopted city, Dorothy Fuller was said to be the woman who put the "chic" in Chicago; and

WHEREAS, Dorothy Fuller worked as a fashion model, a fashion coordinator at Marshall Fields, and the host of an ABC television program titled "The Fashion Show"; and

WHEREAS, Dorothy Fuller was famous for spotting fashion trends and bringing up-and-coming designers to Chicago; and

WHEREAS, Dorothy Fuller created her own fashion company and was the founder of Chicago's Apparel Industry Board; and

WHEREAS, Dorothy Fuller was a mentor to countless designers, and helped launch the careers of several internationally known fashion icons; and

WHEREAS, To her beloved family, Dorothy Fuller imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby commemorate Dorothy Fuller for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dorothy Fuller.

TRIBUTE TO LATE HONORABLE SHELDON C. GARBER.

[R2012-939]

WHEREAS, The Honorable Sheldon C. Garber has been called to eternal life by the wisdom of God at the age of 74; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago's West Side, the Honorable Sheldon C. Garber was the loving and devoted husband of the late Joan; and

WHEREAS, The Honorable Sheldon C. Garber was the much-adored father of Joel, Adam, Elise, and Loren, the grandfather of two and the great-grandfather of one to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, The Honorable Sheldon C. Garber was the dear brother of Sheila and Herbert; and

WHEREAS, A respected member of Chicago's legal community, the Honorable Sheldon C. Garber retired as a supervising judge of the Circuit Court of Cook County following 27 years of valued service; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable Sheldon C. Garber serve as an example to all; and

WHEREAS, The Honorable Sheldon C. Garber will be dearly missed and fondly remembered by his many relatives, friends and colleagues; and

WHEREAS, To his beloved family, the Honorable Sheldon C. Garber imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby commemorate the Honorable Sheldon C. Garber for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable Sheldon C. Garber.

TRIBUTE TO LATE DONALD MOORE.

[R2012-940]

WHEREAS, Donald Moore has been called to eternal life by the wisdom of God at the age of 70; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Chicago, Donald Moore was the much-adored father of Peter and Adam, to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, A lifelong educator, Donald Moore held a Ph.D. in Education from Harvard University, and dedicated his career to improving public education in urban school systems; and

WHEREAS, Donald Moore was the founder of Designs for Change, an organization which develops reforms for the nation's 50 largest urban public school systems; and

WHEREAS, Donald Moore was instrumental in the creation of the Chicago School Reform Act, which passed the Illinois General Assembly in 1989 and was the most aggressive plan for education reform in the country at that time; and

WHEREAS, A huge proponent of parental involvement, Donald Moore created the model for Local School Councils, which are comprised of principals, teachers, parents and community members who support the needs of individual schools; and

WHEREAS, Donald Moore will be remembered as an educational visionary who fought to improve the quality of public schools for thousands of children, especially those living in Chicago; and

WHEREAS, Donald Moore will be dearly missed and fondly remembered by his many relatives, friends and colleagues; and

WHEREAS, To his beloved family, Donald Moore imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby commemorate Donald Moore for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald Moore.

TRIBUTE TO LATE HAROLD SCHIFF.

[R2012-944]

WHEREAS, Harold Schiff has been called to eternal life by the wisdom of God at the age of 84; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Chicago, Harold Schiff was the loving and devoted husband of Margot; and

WHEREAS, Harold Schiff was the much-adored father of Leslie, David, and Leo, the grandfather of eight to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, A native of New York, Harold Schiff attended Columbia University for two years before serving in the U.S. Army during World War II; and

WHEREAS, Harold Schiff's career focused on construction management, where he worked on such notable buildings as New York's Pan-Am building, the Tour Monparnasse in Paris, and the Sears Tower in Chicago; and

WHEREAS, Harold Schiff worked with several construction companies before founding the firm of Schal Associates; and

WHEREAS, Harold Schiff will be dearly missed and fondly remembered by his many relatives, friends and colleagues; and

WHEREAS, To his beloved family, Harold Schiff imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby commemorate Harold Schiff for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Harold Schiff.

TRIBUTE TO LATE MARY CATHERINE TAYLOR.

[R2012-941]

WHEREAS, Mary Catherine Taylor has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Known as Catherine to her family and friends, Mary Catherine Taylor was the much-adored mother of Shannon to whom she imparted many of the fine and noble qualities which she possessed in abundance; and

WHEREAS, Beginning in 2008, Mary Catherine Taylor served as associate director of the Center for Disability and Elder Law in Chicago; and

WHEREAS, An accomplished attorney, Mary Catherine Taylor previously enjoyed a career in private practice with several firms, including Spain, Spain and Varnet; and

WHEREAS, Mary Catherine Taylor practiced family law and civil litigation, and was an expert in estate and benefit planning for persons with disabilities and their families; and

WHEREAS, Prior to working as a lawyer, Mary Catherine Taylor had a 20 year administrative career with Governor's State University, where she developed policies and programs for compliance with federal and state statutes related to employment, education and access for persons with disabilities; and

WHEREAS, Mary Catherine Taylor earned her law degree from DePaul University College of Law and was active in the Chicago Bar Association, serving on both the Probate Practice and Legal Aid committees; and

WHEREAS, To her beloved family, Mary Catherine Taylor imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby commemorate Mary Catherine Taylor for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Catherine Taylor.

TRIBUTE TO LATE BARBARA J. TERZICH.

[R2012-942]

WHEREAS, Barbara J. Terzich has been called to eternal life by the wisdom of God at the age of 70; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A lifelong resident of Chicago, Barbara J. Terzich was the loving and devoted wife of the Honorable Robert M.; and

WHEREAS, Barbara J. Terzich was the much-adored mother of Robert, Jr., Christopher, and Suzanne and the grandmother of seven to whom she imparted many of the fine and noble qualities which she possessed in abundance; and

WHEREAS, Born and raised in Bridgeport, Barbara J. Terzich was a graduate of Kelly High School; and

WHEREAS, Barbara J. Terzich married her husband on September 30, 1961, at Nativity of Our Lord Church in Chicago; and

WHEREAS, Barbara J. Terzich raised her family in Chicago's Gartield Ridge community, and was a valued and dedicated member of St. Daniel the Prophet Church for 50 years; and

WHEREAS, Barbara J. Terzich enjoyed a career in public service and worked at both the Illinois Attorney General's Office and the Illinois Secretary of State's Office while her husband served for 20 years as a member of the Illinois House of Representatives; and

WHEREAS, A woman of dignity, grace and charm, Barbara J. Terzich will be remembered by her friends and neighbors as a person of great kindness and generosity; and

WHEREAS, To her beloved family, Barbara J. Terzich imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby commemorate Barbara J. Terzich for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Barbara J. Terzich.

TRIBUTE TO LATE RUSSELL TRAIN.

[R2012-943]

WHEREAS, Russell Train has been called to eternal life by the wisdom of God at the age of 92; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A former administrator with the United States Environmental Protection Agency, Russell Train was a devoted conservationist who helped craft much of the nation's enduring environmental policy; and

WHEREAS, A dedicated environmentalist, Russell Train served with the EPA almost from its inception, and became a tangible symbol of the bipartisan spirit which defined the environmental movement; and

WHEREAS, Russell Train was largely responsible for several pieces of landmark environmental legislation, including the Endangered Species Act and the Clean Air Act; and

WHEREAS, Russell Train served as a guiding voice at a time when Americans were first beginning to understand the dangers posed by pollution to their air, water, and soil; and

WHEREAS, After his time with the EPA, Russell Train served as the first president of the World Wildlife Fund's American chapter; and

WHEREAS, Russell Train will be dearly missed and fondly remembered by his many relatives, friends and colleagues; and

WHEREAS, To his beloved family, Russell Train imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby commemorate Russell Train for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Russell Train.

CONGRATULATIONS EXTENDED TO MERCY HOME FOR BOYS AND GIRLS ON 125TH ANNIVERSARY.

[R2012-945]

WHEREAS, Mercy Home for Boys and Girls is celebrating its 125th year of service in Chicago as it proudly continues its tradition of caring for at-risk youth through a host of innovative programs which offer them both a safe haven and a chance to achieve a brighter future; and

WHEREAS, The Chicago City Council has been informed of this anniversary by Alderman Edward M. Burke; and

WHEREAS, Founded in 1887 by a Chicago priest, the Reverend Louis Campbell, the shelter's original mission was to care for homeless, orphaned and abandoned boys in and around the Chicago area; and

WHEREAS, The orphanage became a boys' home and was originally named St. Paul's Home for Working Boys and later called the Mission of Our Lady of Mercy; and

WHEREAS, In 1987, Mercy Home began accepting girls and in 1990 was renamed Mercy Home for Boys and Girls; and

WHEREAS, Mercy Home for Boys and Girls cares for its children at two separate campuses, the boys' campus in the West Loop area and the girls' campus in the Beverly community; and

WHEREAS, The mission of Mercy Home for Boys and Girls is to provide a safe, nurturing home while offering its children an opportunity to achieve an excellent education; and

WHEREAS, Over these many years, Mercy Home for Boys and Girls has dramatically increased its capacity, succeeded in greatly improving the quality of its educational support programs, and established a post residential support program called AfterCare; and

WHEREAS, As a result of the generous charitable support of its many dedicated benefactors and the dedication of its staff, Mercy Home for Boys and Girls has changed for the better the lives of countless numbers of "kids in crisis" who have come to its doors seeking charitable assistance and security; and

WHEREAS, Mercy Home for Boys and Girls marked this important milestone on Sunday, September 30, 2012, with the celebration of a Mass followed by a reception to follow at 1140 West Jackson Boulevard, Chicago, Illinois; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby congratulate Mercy Home for Boys and Girls on the occasion of its 125th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Reverend L. Scott Donahue, the President and CEO of Mercy Home for Boys and Girls.

CONGRATULATIONS EXTENDED TO RHINE POST VETERANS OF FOREIGN WARS OF THE UNITED STATES NO. 2729 ON 80TH ANNIVERSARY.

[R2012-946]

WHEREAS, On Sunday, October 21, 2012, Rhine Post Veterans of Foreign Wars of the United States Number 2729 will celebrate the occasion of its 80th anniversary; and

WHEREAS, The Chicago City Council has been informed of this milestone by Alderman Edward M. Burke; and

WHEREAS, The Rhine Post VFW has been an integral part of the Garfield Ridge community for the past eight decades, living out the V.F.W. motto to "honor the dead by serving the living"; and

WHEREAS, Rhine Post Number 2729 is named for Germany's Rhine River, which the post's first commander, Leo Spychalski, was assigned to guard while serving with the U.S. Army during World War I; and

WHEREAS, Rhine Post VFW Number 2729, located at 5858 South Archer Avenue, has 115 loyal members, and is involved in many humanitarian causes, including a veterans' rehabilitation hospital and numerous youth and community service programs; and

WHEREAS, Members of the post visit hospitalized veterans, participate in parades, assist seniors with transportation, provide academic scholarships, and sponsor a Voice of Democracy essay contest for high school students; and

WHEREAS, Rhine Post Number 2729 has received numerous awards from VFW-sponsored conventions on both local and national levels; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby congratulate Rhine Post VFW Number 2729 on the celebration of its 80th anniversary and do hereby express our gratitude for the endless contributions made to the Garfield Ridge community and beyond; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ronald Nowak, Post Commander, Rhine Post VFW Number 2729.

Presented By

ALDERMAN FOULKES (15th Ward):

TRIBUTE TO LATE CLAUDE JONES.

[R2012-947]

WHEREAS, In His infinite wisdom, Almighty God has called Claude Jones, an outstanding public servant and member of his community, to his eternal reward, Saturday, March 3, 2012; and

WHEREAS, Claude Jones was born April 10, 1925 in Eudora, Arkansas to the union of Claude Jones, Sr. and Margaret Braggs. He was the youngest of three children who brought laughter into their home. He attended Willard Elementary School in Chicago and graduated from DuSable High School; and

WHEREAS, Claude was employed by the Chicago Board of Education as a maintenance worker in various schools within the city. Claude worked in Evanston, Illinois as a clothes presser for 18 years. After his retirement from both jobs Claude worked as a doorman at various North Shore condominiums; and

WHEREAS, Claude Jones was a loving and devoted husband, father, grandfather, brother, friend and neighbor who will be deeply missed but the memory of his character, intelligence and compassion will live on in those who knew and loved him; and

WHEREAS, Claude Jones leaves to celebrate his life and cherish his memory, his devoted wife, Arcquinetta "Blondie" Samuels-Jones; faithful pal, Boss Jones; the Samuels' family, Delories, Artena, Marchelle, Lori, Michael and Craig. From the union of Claude and Gloria Jones, Claude leaves to mourn: four children, Clifton Jones, Cheryl Davis (Freddie), Linda Newton (Carl, deceased) and Diana Muhammad (Reggie); grandchildren, Kevin (Dionne), Anthony (Erainer), Brian (Ikada), LaRita (Tony), Kimberly (Shannon), Chrispus, Clifton, Jr., LaShon (Toni), Keisha, Crystal, Jabari and Malika; and 26 great-grandchildren. From the union of Claude and Claudia Jones, Claude leaves to mourn: three children, Claude Jones III, Kecia Jones-Martin (Carey) and Melanie; six grandchildren, Brian, Darrius, Tausha, Darion, Nicholas and Monique; 11 great-grandchildren; and a host of other relatives and many friends; and

WHEREAS, The Honorable Toni Foulkes, Alderman of the 15th Ward, has informed this august body of the passing of Claude Jones; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this third day of October 2012 A.D., do hereby express our sincerest sympathies to the family and friends of Mr. Claude Jones and extend our deepest condolences to all those who cherish his memory and mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the families of Mr. Claude Jones.

TRIBUTE TO LATE BARBARA MCCALLEB.

[R2012-948]

WHEREAS, Almighty God in His infinite wisdom and judgment has called Barbara McCalleb from this life to eternity on Tuesday, July 24, 2012 at the age of 77; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Toni L. Foulkes, Alderman of the 15th Ward; and

WHEREAS, Barbara was born in Chicago on January 28, 1935 to the late Mr. and Mrs. Kinnard and Marion Allen. She was the fourth of 10 children. She received her education through the Chicago Public School system and graduated from DuSable High School. She was married to Charles Travis, Sr. and to that union three children were born. After the death of her first husband, Barbara married Mr. Obea McCalleb and to that union one son was born. Barbara retired from the Chicago and Northwestern Railroad after many dedicated years of service; and

WHEREAS, Barbara McCalleb leaves to cherish her memories and celebrate her life, three daughters and sons-in-law, Charlene (Frank), Lee (Sharon) Hayes, Phyllis (Norvell) Hayes; sons, Charles (Laura) Travis, Jr., Mark (Tamika) McCalleb and Obea Hayes; 19 grandchildren; 36 great-grandchildren; four brothers, Lawrence Allen, Walter (Helen) Allen, Melvin Allen and Clifford (Karen) Allen; godson, Ronnie Jackson; her special friend, Theora Campbell; and a host of other relatives and many friends: and

WHEREAS, To her beloved family, Barbara McCalleb imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., do hereby express our sorrow on the death of Barbara McCalleb and extend to her family and loved ones our sincere condolence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Barbara McCalleb.

Presented By

ALDERMAN COCHRAN (20th Ward):

CONGRATULATIONS EXTENDED TO GINGER V. BRYANT ON SERVICE AS EDUCATOR WITH CHICAGO PUBLIC SCHOOLS.

[R2012-949]

WHEREAS, Ginger V. Bryant has served as an educator within the Chicago Public Schools for 34 years. She began her education at Burnside Elementary continued at John Marshall Harlan High School, went on to complete her bachelor's degree in physical education and master's degree in curriculum and instruction from Chicago State University, and

WHEREAS, Principal Bryant began her career with CPS in 1978 as a Citywide high school and elementary school substitute teacher. Shortly after, she moved on to teach 2nd grade

at Dewey Elementary, 7th grade at John H. Hamline Elementary, and 3rd through 8th grades at Van Vlissingen (now Mildred I. Lavizzo Elementary School); and

WHEREAS, Principal Bryant transitioned her teaching career into administration as the assistant principal of Van Vlissingen in 1994 followed by an interim principal position at West Pullman, was appointed as a coordinator for Region 2, and in November of 1996 became the principal of Austin Oliver Sexton Elementary School; and

WHEREAS, Throughout her career, Ginger Bryant has given the gift of herself both personally and professionally and her natural maternal instincts have enabled her to mentor with energy, enthusiasm, respect, love, and more than anything else, honesty; and

WHEREAS, The Honorable Willie B. Cochran, Alderman of the 20th Ward, has apprised this august body of the noteworthy milestone of this praiseworthy educator; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute Principal Ginger Bryant for her many years of professional service to the Chicago Public Schools as well as the leadership she has displayed throughout her remarkable career and extend our heartiest best wishes to all she may wish to accomplish in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ginger V. Bryant.

Presented By

ALDERMAN REBOYRAS (30th Ward):

CONGRATULATIONS EXTENDED TO RAFAEL NÚÑEZ-CEDEÑO ON CONTRIBUTIONS TO DOMINICAN COMMUNITY.

[R2012-950]

WHEREAS, Rafael Núñez-Cedeño was born in Santo Domingo, Dominican Republic. He is a linguist and educator. He received his bachelor's in science and master's degrees from New York University and his Ph.D. from the University of Minnesota; and

WHEREAS, Rafael Núñez-Cedeño has taught in several U.S., Latin American and Spanish Universities; and

WHEREAS, Rafael Núñez-Cedeño published several works; La Fonología moderna y el español de Santo Domingo, Morfología de la sufijación española, Estudios sobre fonologia del español del Caribe, Studies in Romance Languages, Fonología generativa contemporanea de la lengua española contemporanea and Language Knowledge and Use: a Romance Perspective; and

WHEREAS, In 1991, Núñez-Cedeño co-founded Casa Dominicana. He is also a co-founder and currently the chair for Dominican American Midwest Association (DAMA); and

WHEREAS, Rafael Núñez-Cedeño is a Chancellor's volunteer for read-ins in Chicago Public Schools, along with being a member of the board of directors for Dominican-American National Roundtable; and

WHEREAS, Rafael Núñez-Cedeño has held many positions related to education; associate professor, professor and director for The University of Chicago, Boston University, Indiana University-Bloomington, University of Minnesota-Duluth, along with being a representative for Centro de Inversiones y Exportaciones RD; and

WHEREAS, Rafael Núñez-Cedeño has had an active role in education and working for the Dominican community. This year, at the Dominican American Midwest Association's annual gala award dinner, being held on October 19, 2012, Rafael Núñez-Cedeño will be recognized for his outstanding contributions to the Dominican community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., do hereby congratulate Rafael Núñez-Cedeño on his recognition of dedication and service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Rafael Núñez-Cedeño.

CONGRATULATIONS EXTENDED TO PEDRO DE JESÚS, JR. ON DEDICATION AND SERVICE TO DOMINICAN COMMUNITY.

[R2012-951]

WHEREAS, Pedro DeJesús, Jr. serves as the executive vice president, general counsel and corporate secretary for Tampico Beverages, Inc.; and

WHEREAS, Pedro DeJesús, Jr. has an impressive record of educational and professional accomplishments. He worked to put himself through college and law school. By working full time during the day and attending night school full time, Pedro received a bachelor's degree in political science from Roosevelt University in 1996 where he graduated with honors; and

WHEREAS, Following college, Pedro attended Chicago's Northwestern University School of Law, where he received his law degree in 1999; and

WHEREAS, Upon receiving his degree, Pedro DeJesús, Jr. practiced at a number of nationally recognized law firms and private sector corporations. He also served in the Chicago office of the Mexican American Legal Defense and Educational Fund (MALDEF); and

WHEREAS, Pedro DeJesús, Jr. is an active member in several civic, community and philanthropic organizations. He serves on the board of trustees of Roosevelt University, and as a trustee for the Hispanic Lawyers Scholarship Fund of Illinois. He also sits on the board of directors of Mujeres Latinas En Acción and the Better Government Association; and

WHEREAS, On May 3, 2010, Pedro DeJesús, Jr. was appointed to the United States Department of Commerce's Industry Trade Advisory Committee on Consumer Goods for the 2010 -- 2014 term; and

WHEREAS, Pedro DeJesús, Jr. is also a member of the Presidential Consulting Council of Dominicans in the Exterior; and

WHEREAS, Pedro DeJesús, Jr. has received numerous awards and public recognitions. This year at the Dominican American Midwest Association's annual gala award dinner, being held on October 19, 2012, Pedro DeJesús, Jr. will be recognized for his outstanding contributions to the Dominican community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., do hereby congratulate Pedro DeJesús, Jr. on his recognition of dedication and services; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pedro DeJesús, Jr.

CONGRATULATIONS EXTENDED TO BOGDAN DOLA ON CONTRIBUTIONS TO POLISH-AMERICAN COMMUNITY.

[R2012-952]

WHEREAS, Bogdan Dola was born on December 23, 1916 in the Podlaski province of Poland. After finishing technical school specializing in construction, he later moved to Chicago in 1990, becoming a Polish-American businessman and longtime community volunteer; and

WHEREAS, In 1992, Bogdan Dola founded and is the owner of A B & D American General Construction and in 2002 created TVP Chicago, a television program for the Polish community in the Chicagoland area; and

WHEREAS, In October 2007, Bogdan Dola was recognized by Polish Roman Catholic Union of America for his exceptional support to the Polish Museum of America, he brought information about the Museum with its many workshop, events, programs and exhibits; and

WHEREAS, On December 19, 2011, he organized a "Christmas Eve for Lone" at the Polish Highlander's Home for individuals who did not have a family to spend the holiday with; and

WHEREAS, Bogdan Dola organized an official visit to Poland of Alderman Ariel Reboyras to promote cultural and educational exchange between Poland and Chicago, along with hosting an official visit to Chicago of Zbigniew Karwowski, Mayor of Monki in the Podlasie province of Poland and Tadeusz Kwiatkowski, Governor of Dabrowski District in Poland; and

WHEREAS, Bogdan Dola was the honorary advisor to the "Quo Vadis Chicago 2012", an annual conference for college and graduate students and young professionals of Polish descent; and

WHEREAS, Bogdan Dola is committed to the civic education, advancement and recognition of the Polish-American community in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October in 2012 A.D., do hereby congratulate Bogdan Dola on his dedication to the Polish-American community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Bogdan Dola.

CONGRATULATIONS EXTENDED TO DANIEL POGORZELSKI ON DEDICATION TO POLISH COMMUNITY.

[R2012-953]

WHEREAS, Daniel Pogorzelski is a native resident of Chicago and a promoter of all things related to the "Windy City". He is currently the executive director of the Greater Avondale Chamber of Commerce, vice president of the Northwest Chicago Historical Society and a honorary co-founder of Forgotten Chicago; and

WHEREAS, Daniel Pogorzelski was one of the responsible parties for the content of the new historic kiosks at Six Corners in Portage Park, one of the first such historic projects in Chicago in decades; and

WHEREAS, In 2008, Daniel Pogorzelski coauthored the book *Portage Park* and in 2012 he also coauthored the book *Bridgeport.* Both books are part of the same series "Images of America"; and

WHEREAS, Daniel Pogorzelski has served as chief organizer for Karma Jam, and serves as musical director for Farewell to Summer with Chopin; and

WHEREAS, Daniel Pogorzelski cofounded Well-Slept Film Fest, an event whose goal is to provide a forum for Chicago Based Film/Video Makers to screen their works in a constructive and productive environment. He also assisted with the CześćFest, an inclusive celebration of Polish roots and culture; and

WHEREAS, Daniel Pogorzelski helped organize two marches in Chicago commemorating the death and first year anniversary of President Lech Kaczynski and his wife Maria along with 94 other passengers in Smolensk, Russia in 2010; and

WHEREAS, Daniel Pogorzelski has volunteered his services as a tour guide to show prominent guests from Poland the valors and hidden jewels of Chicago; and

WHEREAS, Daniel Pogorzelski is being recognized for his work and dedication on promoting Chicago to the Polish community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., do hereby congratulate Daniel Pogorzelski on his dedication on promoting Chicago to the Polish Community; and

Be It Further Resolved, That a suitable cope of this resolution be prepared and presented to Daniel Pogorzelski.

GRATITUDE EXTENDED TO AGNES PTASZNIK FOR DEDICATION AND SERVICE TO POLISH COMMUNITY.

[R2012-954]

WHEREAS, Agnes Ptasznik is an assistant attorney general for Governmental Representation in the General Law Bureau for the State of Illinois where she represents the interests of the state and its people in civil trial litigation with a primary focus on constitutional law. Prior to becoming an attorney, Agnes served as community outreach liaison for European Community Affairs for the Illinois Attorney General's Office for over six years, where she translated all English media to Polish; and

WHEREAS, Agnes Ptasznik was born in Chicago on June 12, 1981. Growing up, her parents taught her to speak Polish fluently and to preserve an involvement in the

Polish-American community. Agnes was a member of the Polish Scouting Association, enjoyed taking traditional Polish dancing classes, and attended Polish School on Saturdays. She also relished spending her summers with her grandparents and cousins in Poland; and

WHEREAS, Agnes is a board member of the American Polish Advisory Council and the Chicago Intercollegiate Council. She is a member of the Polish American Congress, the Chicago Warsaw Sister Cities Committee, the Polish American Chamber of Commerce, the School for Polish Leaders Abroad, and the Polish breast cancer awareness program organization, Amber Coalition; and

WHEREAS, In May of 2012, Agnes organized a meeting at the Polish Consulate of Chicago with 30 university students and young professionals of Polish descent and the President of Poland, Bronislaw Komorowski. This meeting's purpose was to introduce the President this generation of highly educated and successful Americans of Polish descent; and

WHEREAS, Solid ties with the young Polish-American professionals moved Agnes to found and organize the first edition of the Quo Vadis Leadership Conference in the United States which was held in Chicago. This three day conference, from August 24 through the 26, brought together 150 delegates of students, professionals, and young adults of Polish heritage, allowing them to contribute and strengthen their respective communities while appreciating and emphasizing the spirit and values for all who share a background of Polish heritage; and

WHEREAS, As an active member of Amber Coalition for the past three years, Agnes has worked with Dr. Mark Rudnicki to coordinate informative workshops on breast cancer and free mammograms during the month of October, the Breast Cancer Awareness month; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., do hereby commend Agnes Ptasznik for her dedication and service to the Polish community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Agnes Ptasznik.

GRATITUDE EXTENDED TO MALGORZATA PTASZYNSKA FOR DEDICATION AND SERVICE TO POLISH COMMUNITY.

[R2012-955]

WHEREAS, Malgorzata Ptaszynska came to Chicago 13 years ago after receiving a master's degree in journalism and political science from the University of Warsaw; and

WHEREAS, Malgorzata began her career in America working at a local Polish newspaper, and after three months, joined WNVR Polskie Radio Chicago 1030 AM, covering important issues like immigration, education, and health care; and

WHEREAS, In 2009 and 2011, Malgorzata had the honor of being invited to the national Polish Senate in Warsaw to receive awards for her professional work in broadcast journalism; and

WHEREAS, Connecting her professional goals with local community needs, Malgorzata has helped Polish-Americans adapt to a new life and encourages them to get involved in American social and political life; and

WHEREAS, Malgorzata has assisted in promoting local Polish organizations and artists. For the last 10 years, Malgorzata has helped the Society for Arts in Chicago, a not-for-profit institution focused on exchanging cultural communication between Europe and America; and

WHEREAS, Malgorzata is a co-founder of a popular website, polishupdate.com, a contemporary and eclectic site that provides a colorful blog and relevant news content to the Polish community in America and Europe; and

WHEREAS, As part of her volunteer work, Malgorzata has been an active member of the Polish Constitution Day Parade Committee, and for the last four years, she has been a proud emcee of this parade; and

WHEREAS, For the last two years, Malgorzata has been organizing the Polish National Alliance and Periodontics Health and Wellness Seminars; and

WHEREAS, Malgorzata is an adjunct instructor at Triton College. Teaching "How to be Successful in College", she inspires her students to reach their goals, manage their time, and prepare themselves for professional work after graduating; and

WHEREAS, Malgorzata Ptaszynska was also the honorary media advisor to the "Quo Vadis Chicago 2012", an annual conference for college and graduate students and young professionals of Polish descent; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., do hereby commend Malgorzata Ptaszynska for her dedication and service to the Polish community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Malgorzata Ptaszynska.

CONGRATULATIONS EXTENDED TO TOM Z. STARTEK ON DEDICATION TO POLISH CULTURE.

[R2012-956]

WHEREAS, Tom Z. Startek was born on November 3, 1961, in Poland. In 1986, after receiving a bachelor degree at the University School of Physical Education in Krakow (AWF) he moved to Chicago; and

WHEREAS, In April 2000 he founded and is president of Star-Tech Glass, Inc., Tom has over 25 years of experience in the commercial glass industry. His company's 21st century innovative approach utilizes high standards of quality and workmanship with an emphasis on energy efficiency; and

WHEREAS, Tom Z. Startek is a longtime member and vice president of External Local and National Affairs of the Polish American Chamber of Commerce in Chicago, where he focuses on enhancing trade relations between the U.S. and Poland; and

WHEREAS, Tom Z. Startek is a Polish-American businessman and philanthropist. He is one of the most generous philanthropists of the Polish-American community in Chicago; and

WHEREAS, Tom Z. Startek has pursued a number of philanthropic endeavors towards various charitable organizations and projects; The Ethnic Theater Workshop Little Stars, Polish film Festival in America, Paderewski Symphony Orchestra, Gift from the Heart Foundation and the Quo Vadis Chicago 2012; and

WHEREAS, In April of 2012, Tom Z. Startek was a major sponsor of the cultural, business and educational exchange between Poland and the City Council in Chicago; and

WHEREAS, Tom Z. Startek is being recognized for his work and dedication on promoting community involvement with in the Polish culture; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this third day of October 2012 A.D., do hereby congratulate Tom Z. Startek on his dedication to the Polish culture; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Tom Z. Startek.

Presented By
ALDERMAN SUAREZ (31st Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO NATIONAL CONFERENCE OF PUERTO RICAN WOMEN ON 40 YEARS OF SERVICE TO HISPANIC COMMUNITY.

[R2012-957]

A resolution, presented by Aldermen Suarez, Pope, Maldonado, Reboyras, Mell, Colón, Sposato, Cullerton and Laurino, reading as follows:

WHEREAS, The National Conference of Puerto Rican Women, an outstanding and noteworthy advocacy organization, will be holding its annual convocation in Chicago on November 9 through November 11, 2012; and

WHEREAS, Founded in 1972, the National Conference of Puerto Rican Women is a non-profit, non-partisan organization that promotes the full participation of Puerto Rican and other Hispanic women in economic, social and political life throughout the United States and Puerto Rico; and

WHEREAS, By providing training, mentorship and leadership development at the local and national level, the National Conference of Puerto Rican Women provide networking opportunities for collaboration, advocacy and the dissemination of information as well as promote community and political involvement; and

WHEREAS, With headquarters in Washington, D.C., and chapters located in Illinois, Indiana, Florida, New York, Pennsylvania, California, and Maryland, these women of Puerto Rican and Latino heritage work together in order to assure their civil, health, educational and other rights; and

WHEREAS, The National Conference of Puerto Rican Women celebrates four decades of championing the issues of vital importance affecting Puerto Rican and other Hispanic women and the Hispanic community as a whole as well as educating and informing the general public about these significant concerns; and

WHEREAS, The Honorable Ray Suarez, Vice Mayor of the City of Chicago and Alderman of the 31st Ward, along with the Honorable John A. Pope, Alderman of the 10th Ward; the Honorable Roberto Maldonado, Alderman of the 26th Ward; the Honorable Ariel E. Reboyras, Alderman of the 30th Ward; the Honorable Richard F. Mell, Alderman of the 33rd Ward; the Honorable Rey Colón, Alderman of the 35th Ward; the Honorable Nicholas Sposato, Alderman of the 36th Ward, the Honorable Timothy Cullerton, Alderman of the 38th Ward and the Honorable Margaret Laurino, Alderman of the 39th Ward, has apprised this august body of the praiseworthy achievements and significant milestone of this remarkable organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this third day of October 2012 A.D., do hereby extend our warmest welcome to the National Conference of Puerto Rican Women and salute them for their 40 years of dedicated service to the Hispanic community and the nation; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the National Conference of Puerto Rican Women.

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS EXTENDED TO ITALIAN CATHOLIC FEDERATION BRANCH 439 ON FIRST ANNIVERSARY.

[R2012-958]

WHEREAS, Under the esteemed leadership of its president Anna Tamburello, the Italian Catholic Federation Branch 439 will celebrate its first anniversary at a gala dinner dance on October 7, 2012; and

WHEREAS, Italian Catholic Federation Branch 439 has distinguished itself by increasing its membership 107 percent in its first year, thus putting their Chicago district in first place nationally in this venerable organization's 2011 -- 2012 membership drive; and

WHEREAS, The Italian Catholic Federation, a lay apostolate organization, was formed to unite the Italian Catholic community in San Francisco by co-founders Luigi Providenza and Father Albert Bandini. Branch Number 1 was started at Immaculate Conception Church in San Francisco, California on December 7, 1924 with 300 members; and

WHEREAS, With "Ignem Veni Mettere ('I Came To Light A Fire')" as its motto, the Italian Catholic Federation would encompass a spirit and vitality throughout the next 80 years that would grow, at its peak, to 30,000 members in 225 branches in five states, and whose charitable works within and beyond parish boundaries would assist, elevate, enrich, and invigorate the lives of countless numbers of people; and

WHEREAS, The Honorable Richard F. Mell, Alderman of the 33rd Ward, has apprised this august body of the rich heritage of this venerable religious eleemosynary federation and the significant milestone achieved by its newest branch; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute Anna Tamburello and

Branch 439 of the Italian Catholic Federation and extend our very best wishes for the success of its charitable mission for decades to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anna Tamburello, President of the Italian Catholic Federation Branch 439.

Presented By

ALDERMAN AUSTIN (34th Ward):

CONGRATULATIONS EXTENDED TO CORLIS GARRETT ON RETIREMENT FROM CHICAGO PUBLIC SCHOOL SYSTEM.

[R2012-959]

WHEREAS, Percy Julian High School is losing one of its finest educators, Corlis Garrett, who has, for the last eight years of her career, been a mentor to the students; and

WHEREAS, Corlis Garrett has served the Chicago Public School system with distinction for 35 years and retired on June 15, 2012 to explore other challenges; and

WHEREAS, This honorable body has been informed of this special occasion by the esteemed Alderman of the 34th Ward, Carrie M. Austin; and

WHEREAS, Corlis Garrett has a long and highly productive association with the Chicago Public School system. During her long and successful academic tenure, Corlis Garrett served in many capacities including being a special education teacher, co-department chairperson and assisted with the National Honor Society for many years; and

WHEREAS, The leaders of this great city are cognizant of our debt to those in whom are entrusted with our most important resource: our youth; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., do hereby express our gratitude to Corlis Garrett as she retires following 35 years of outstanding service to the teaching profession, and offer our most sincere wishes for her continued fulfillment in whatever endeavors she chooses to pursue in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Corlis Garrett.

CONGRATULATIONS EXTENDED TO APOSTLE YVONNE LEE-WILSON AND REAL WOMEN OF GOD FELLOWSHIP ON 16TH ANNUAL CONFERENCE AND 26TH YEAR OF PRAISE WORTHY FELLOWSHIP.

[R2012-960]

WHEREAS, Apostle Yvonne Lee-Wilson's Real Women of God Fellowship will hold its annual conference on October 26, 27 and 28, 2012, in Lisle, Illinois; and

WHEREAS, "Defend Your Destiny" is the theme title of the 16th Annual Conference for the Real Women of God Fellowship, and the 26th year for the Fellowship; and

WHEREAS, Real Women of God Fellowship was founded in 1986 by an outstanding spiritual leader, Apostle Yvonne Lee-Wilson, who is the senior pastor of Body of Christ Deliverance Ministries Outreach Training Center and president of Real Women of God Fellowship. She is a pastor, teacher, educator and orator. Apostle Wilson was born in Chicago and was the oldest of nine children. She and her husband Adelbert Wilson have three daughters, Tarina Yvonne (deceased), Taneshia Rashun, and Shantina Beatrice, eight grandchildren and one great-grandchild; and

WHEREAS, A gifted woman possessing many talents, Apostle Wilson has worked in the field of social services for over 25 years and has been in the ministry for over 30 years. She is certified in 15 secular areas and has a B.A. from Chicago State University, earned a M.A. and later earned a doctorate of divinity from St. Michaels Institution; and

WHEREAS, Real Women of God Fellowship supports senior citizens, single women and their children regardless of culture, race, class and spiritual association, promotes genuine family values, provides social support for women, teaches and establishes both leadership and stewardship, develops ongoing relationships for continued fellowship and continually celebrates the accomplishments of women. They encourage women to educate themselves so they can excel and men to help in their support; and

WHEREAS, Under the leadership of Apostle Yvonne Lee-Wilson, pastor of the Body of Christ Deliverance Ministries, this conference is in continuance of the Real Women of God Fellowship's mission to "empower, encourage and strengthen women to go forth in the calling that God has placed on their lives"; and

WHEREAS, Carrie M. Austin, Alderman of the 34th Ward, has apprised this august body of this very special event praiseworthy fellowship and its noteworthy event; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this third day of October 2012, do hereby salute Apostle Yvonne Lee-Wilson and congratulate the Real Women of God Fellowship on their 16th Annual Conference and the 26th year of the praiseworthy fellowship; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Apostle Yvonne Lee-Wilson and the Real Women of God Fellowship.

Presented By

ALDERMAN SPOSATO (36th Ward):

CONGRATULATIONS EXTENDED TO GALEWOOD COMMUNITY CHURCH ON 100TH ANNIVERSARY.

[R2012-961]

WHEREAS, Galewood Community Church is to be congratulated on its 100th year of service to the people of Galewood, where it remains an integral and valued part of our community; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Nicholas Sposato, esteemed Alderman of the 36th Ward; and

WHEREAS, Galewood Community Church will gather to celebrate this momentous occasion at a luncheon to be held at Elmcrest Banquets on Saturday, October 27, 2012 from 1:00 P.M. to 5:00 P.M.; and

WHEREAS, Galewood Community Church began its service to the Galewood community in 1912 with a congregation of 19 members, being the only church serving the Galewood community at this time; and

WHEREAS, Galewood Community Church continued to grow, expanding three different times to accommodate its growing congregation and responding to the spiritual needs of its people; and

WHEREAS, Galewood Community Church chose to be Open and Affirming when it was unpopular for churches to select that distinction; and

WHEREAS, Galewood Community Church is to be recognized for persevering during difficult times, uniting together to keep their church open and to continue their ministry; and

WHEREAS, Galewood Community Church has made many historic contributions to our society, including in 1959 when its Reverend Stan Davis established an outreach program for neighborhood youth on Chicago's Northwest Side; and

WHEREAS, Reverend Davis' program evolved into Youth Outreach Services in 1984, providing crisis assistance to youth in need and just celebrating its 50th anniversary in 2010; and

WHEREAS, Galewood Community Church was honored to have the Reverend Calvin Morris, Executive Director of Community Renewal Society serve as its associate pastor for years; and

WHEREAS, Galewood Community Church selected its first African-American pastor, Reverend Dr. Tasha Brown, in September of 2012; and

WHEREAS, Reverend Dr. Tasha Brown, along with the people of Galewood Community Church, are committed to continuing their tradition of being on the cusp of firsts, taking a stand and moving forward, for the betterment of all people; and

WHEREAS, The leaders of this great City are cognizant of the great debt owed those who give their time and treasure for the betterment of their community and their fellowman; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this third day of October 2012 A.D., do hereby express our gratitude and our congratulations to Galewood Community Church on its centennial anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Reverend Dr. Tasha Brown and Galewood Community Church.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE HERMAN R. BOYD.

[R2012-962]

WHEREAS, Herman R. Boyd, born on December 4, 1931, in Norris City, Illinois, was called by God to his eternal reward on September 11, 2012, at the age of 80; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Herman R. Boyd was an active and vital member of his community. The beloved husband of Frances (nee Hansen); loving father of Bob (Rose), Kathy (Bill) Peters, Bill (Betty) and Peggi Boyd; cherished grandfather of nine; treasured great-grandfather of two; and dear brother of Cynthia Shepard, the late Henry Boyd and Mathel Scott, Herman R. Boyd leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Herman R. Boyd was a veteran of the United States Army having served during World War II and the Korean Conflict; and

WHEREAS, Herman R. Boyd owned a landscaping business; and

WHEREAS, Herman R. Boyd was a member of Local 150 Heavy Equipment Operating Engineers; and

WHEREAS, Herman R. Boyd was a charter member of the Illinois Landscapers Contracting Association (ILCA); and

WHEREAS, Herman R. Boyd was a member of the Merle Guild American Legion Post 208; and

WHEREAS, Herman R. Boyd will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012, do hereby express our sorrow on the death of Herman R. Boyd and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Herman R. Boyd.

TRIBUTE TO LATE MARY E. GIORNO.

[R2012-963]

WHEREAS, Mary E. Giorno (nee Matschinegg), born on July 20, 1926, was called by God to her eternal reward on September 4, 2012, at the age of 86; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Mary E. Giorno was an active and vital member of her community. The loving wife of the late Joseph L.; beloved mother of Christopher Giorno, Lisa (Alexander) Garibay, Jo (Robert) Zurawski and Michael (Gloria) Giorno; dear grandmother of five and great-grandmother of six, Mary E. Giorno leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Mary E. Giorno will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012, do hereby express our sorrow on the death of Mary E. Giorno and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary E. Giorno.

TRIBUTE TO LATE FRANK J. "MILKMAN" MC MAHON.

[R2012-964]

WHEREAS, Frank J. "Milkman" McMahon, born on January 11, 1948, was called by God to his eternal reward on September 16, 2012, at the age of 64; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Frank J. "Milkman" McMahon was an active and vital member of his community. The devoted husband of Mary (nee Dunne); loving father of Mary B. (Bill Murphy) McMahon, Katy (Chris) Graszer, Bridget (Brian) Healy, Frannie McMahon, Frank (Nancy) and the late Frank III; beloved grandfather of Nora, Niamh and Dillon; fond brother of Liz (Ray) Stapleton, Anthony (Kathleen), John (Nancy), Kitty (Jack) Burns, Joseph (Mary Jo), Theresa (Brett) Seibert and the late Mary (Charles) Izzo; dear son of the late Frank and Catherine (nee Keane); and treasured nephew and uncle of many, Frank J. "Milkman" McMahon leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Frank J. "Milkman" McMahon will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012, do hereby express our sorrow on the death of Frank J. "Milkman" McMahon and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank J. "Milkman" McMahon.

TRIBUTE TO LATE JOSEPH MOOSHIL.

[R2012-966]

WHEREAS, Joseph Mooshil, born on November 4, 1926, was called by God to his eternal reward on September 7, 2012, at the age of 85; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Joseph Mooshil, a World War II Navy Veteran, was an active and vital member of his community. The loving husband of Claire (nee Lesslie); beloved father of Maria (Dan Steenstrup) Mooshil, Leah Mooshil Durst (Bob Durst) and Angele Mooshil Butler (John Butler); dear grandfather of Benjamin Joseph, Anika Claire, Cameron Joseph, Nicholas James and Erik Alexander; cherished brother of Edward (the late Delores) Mooshil; treasured uncle of Edward, Jr., James and David Mooshil; and devoted son of the late Benjamin and Maria Mooshil, Joseph Mooshil leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Joseph Mooshil was a sports writer for the Associated Press for 42 years; and

WHEREAS, Joseph Mooshil will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012, do hereby express our sorrow on the death of Joseph Mooshil and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Mooshil.

TRIBUTE TO LATE MARY P. MURPHY.

[R2012-965]

WHEREAS, Mary P. Murphy, born on June 3, 1937, was called by God to her eternal reward on September 15, 2012, at the age of 75; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Mary P. Murphy was an active and vital member of her community. Together with Geoffrey, they brought into the world their beloved children, Maureen (Peter) Converse, Jeffrey (Iris Goldfein) and Sarah (Alan) Krikorian; proud and cherished grandmother of Katie, Ned, Erin, Jeffrey, Maeve and Finola; fond sister of Tom Jennings and the late John, Patrick and Eileen; and caring aunt and cousin of many, Mary P. Murphy leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Mary P. Murphy will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012, do hereby express our sorrow on the death of Mary P. Murphy and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary P. Murphy.

TRIBUTE TO LATE NYDIA E. "MIGGIE" REYES.

[R2012-967]

WHEREAS, Nydia E. "Miggie" Reyes, born on July 17, 1962, was called by God to her eternal reward on September 27, 2012, at the age of 50; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Nydia E. "Miggie" Reyes was an active and vital member of her community. The loving mother of Anthony Samuel (NMPD) and Kevin Michael Reyes; dear sister of Lillian, Norma, Edwin, Barry, Juan Antonio and Samuel Q.; beloved aunt and cousin of many, Nydia E. "Miggie" Reyes leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Nydia E. "Miggie" Reyes was an active fund-raiser for the Sickle Cell Disease Association of Illinois; and

WHEREAS, Nydia E. "Miggie" Reyes will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012, do hereby express our sorrow on

the death of Nydia E. "Miggie" Reyes and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nydia E. "Miggie" Reyes.

TRIBUTE TO LATE MARY FRANCES WOTOWIC.

[R2012-968]

WHEREAS, Mary Frances Wotowic, born on December 7, 1913, was called by God to her eternal reward on September 25, 2012, at the age of 98; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Mary Frances Wotowic was an active and vital member of her community. The beloved wife of the late Stanley J. Wotowic; loving mother of Annette M. (Charles) Malsbury of St. John's, Newfoundland, Canada, Paul J. Wotowic, M.D. of Danville, California, David J. Wotowic, J.D. of American Canyon, and Laura A. Wotowic, R.N., M.S.N. of American Canyon; cherished sister of Chester (Mary) Howaniec of Norridge, Illinois, Jane M. Kedzierski of Chicago, Illinois, the late Walter, the late John F. Howaniec and the late Catherine Mix; treasured grandmother of Wes and Evan Malsbury, and Emma and Kenny McGill; and dear great-grandmother of Dean Chapin Malsbury, Mary Frances Wotowic leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Mary Frances Wotowic was born in Portage, Pennsylvania, where she lived until she graduated from Portage Township High School at the age of 17; and

WHEREAS, Mary Frances Wotowic moved to Chicago in order to attend St. Mary of Nazareth School of Nursing; and

WHEREAS, Mary Frances Wotowic worked as a hospital, industrial (during World War II), Tuberculosis Sanitarium and public health nurse, after graduating from St. Mary of Nazareth School of Nursing; and

WHEREAS, Mary Frances Wotowic, after raising her four children, resumed her career as a head nurse in nuclear medicine and in the emergency room at Cook County Hospital in Chicago; and

WHEREAS, Mary Frances Wotowic received numerous awards and commendations as an R.N., while working at Cook County Hospital, including a special commendation for being the nurse in charge of coordinating and directing emergency room procedures

during the famous Illinois Central Railroad Crash in the mid-1970s, where over 100 people were injured and the Cook County Hospital emergency room received the majority of the crash victims; and

WHEREAS, Mary Frances Wotowic loved gardening, sewing, crochet, canning fruits and vegetables, and playing "slide guitar"; and

WHEREAS, Mary Frances Wotowic was a very intelligent, strong-willed and kind woman, who believed in equal opportunities in education and healthcare for all people; and

WHEREAS, Mary Frances Wotowic definitely was a "woman ahead of her time"; and

WHEREAS, Mary Frances Wotowic will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012, do hereby express our sorrow on the death of Mary Frances Wotowic and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Frances Wotowic.

CONGRATULATIONS EXTENDED TO THEODORE ROOSEVELT HIGH SCHOOL GRADUATING CLASS OF 1962 ON 50TH REUNION.

[R2012-969]

WHEREAS, The Theodore Roosevelt Senior High School graduating class of 1962 is celebrating their 50th reunion on Saturday, October 20, 2012; and

WHEREAS, The Chicago City Council has been informed of this significant occasion by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, The Theodore Roosevelt Senior High School graduating class of 1962 will gather together to celebrate their 50th reunion at Indian Lakes Resort in Bloomingdale, Illinois; and

WHEREAS, Theodore Roosevelt Senior High School began its existence in 1922 as William G. Hibbard High School; and

WHEREAS, In 1927, Theodore Roosevelt Senior High School was moved into a new building and renamed in honor of Theodore Roosevelt, the 26th president of the United States; and

WHEREAS, The Theodore Roosevelt Senior High School graduating class of 1962 graduated in June of 1962 with over 260 graduates; and

WHEREAS, Members of the class of 1962 have come from all over the United States to attend this momentous gathering; and

WHEREAS, Members of the graduating class of 1962 proudly graduated from Theodore Roosevelt Senior High School, going on to become doctors, lawyers, dentists, teachers, corporate heads, entertainers, elected officials, parents and grandparents; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012, do hereby extend our heartiest congratulations to the Theodore Roosevelt Senior High School's graduating class of 1962, and wish them every success in all of their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Theodore Roosevelt Senior High School graduating class of 1962.

Presented By

ALDERMAN REILLY (42nd Ward):

CONGRATULATIONS EXTENDED TO RALPH WEBER ON RETIREMENT FROM NORTHWESTERN MEMORIAL HOSPITAL.

[R2012-970]

WHEREAS, Ralph Weber has announced his retirement from Northwestern Memorial Hospital following more than three decades of dedicated service; and

WHEREAS, The Chicago City Council has been informed of this announcement by Alderman Brendan Reilly; and

WHEREAS, Ralph Weber began his career with Northwestern Memorial Hospital in 1980 as assistant to the president, and

WHEREAS, While wearing many hats, Ralph Weber played key roles in the expansion of the hospital campus, including the planning of the Feinberg Galter Pavilion, the Prentice Pavilion, the acquisition of the VA properties, and the collaboration with the campus partners in the relocation of Children's Memorial Hospital to the new Ann & Robert H. Lurie Children's Hospital of Chicago; and

WHEREAS, In 2007, Ralph Weber distinguished himself as a true community leader and served as chairman of the board of the 750 plus member Greater North Michigan Avenue Association ("GNMAA"); and

WHEREAS, Ralph Weber has been actively involved in a variety of planning and advocacy committees at GNMAA. Through these various roles he spearheaded GNMAA's input into the City of Chicago's Zoning Ordinance amendment, and headed GNMAA's leadership review of the City's Central Area Action Plan; and

WHEREAS, Ralph Weber's vision for the "Magnificent Mile" has made it his duty to ensure the world-class nature of the district is upheld and that it continues to surpass other cities in thought-leading developments and an exquisite landscape. Ralph was instrumental in the development of "Vision 2012", a conceptual plan for the future of The Magnificent Mile district and the surrounding neighborhoods. He is now completing work on the association's next planning document, "Vision 2025"; and

WHEREAS, Throughout his career he led Northwestern Memorial Hospital's Certificate of Need ("CON") regulatory approval process with the Illinois Health Facilities and Services Review Board. It should be noted that due to the thoroughness of each of the CON applications Ralph Weber enjoys a perfect record of having all such applications approved; and

WHEREAS, A hardworking public servant, Ralph Weber wholeheartedly supported the hospital's mission of patient's first; and

WHEREAS, Ralph Weber was an integral part of Northwestern Memorial's staff for over 30 years and enriched the lives of thousands of patients, staff and citizens through his commitment to the highest ideals of service; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, do hereby congratulate Ralph Weber on his retirement and do hereby express our gratitude for his exemplary public service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ralph Weber.

CONGRATULATIONS EXTENDED TO ITALIAN VILLAGE ON 85TH ANNIVERSARY.

[R2012-971]

WHEREAS, The Italian Village, located in the heart of Chicago's Loop at 71 West Monroe Street, is comprised of three distinct restaurants: The Village, LaCantina and Vivere; and

WHEREAS, Italian immigrant Alfredo Capitainini opened the Village in 1927, and passed down the restaurant to his daughter, Ave, and his sons Frank and Ray. Gina Capitanini, daughter of Frank, and Alfredo Capitanini, son of Frank are now the third generation to preserve the Italian Village legacy; and

WHEREAS, The Italian Village is a remarkable result of one family's commitment to each other, and of the enduring philosophy that great food, service and decor are the hallmarks of a restaurant that celebrates the very best of the Italian epicurean experience; and

WHEREAS, Italian Village has employed over 34,500 Chicagoans, four employees currently over 50 years, and 30 currently over 25 years. The dedicated employees of the Italian Village have served over nine million meals to countless families, tourists, residents, business people and 13 Chicago mayors; and

WHEREAS, Italian Village has played a vital role in improving the lives of Chicagoans through charitable activities and philanthropic efforts, donating to over 16,000 charities; and

WHEREAS, Italian Village has celebrated its 85th anniversary on September 20, 2012, and is the oldest Italian restaurant in Chicago; and

WHEREAS, The Honorable Brendan Reilly, Alderman of the 42nd Ward, has apprised this august body of this auspicious occasion; now, therefore,

Be It Resolved, That we, the Mayor and Council members of the City of Chicago, assembled here the third day of October 2012 A.D., do hereby honor and recognize the 85th anniversary of the Italian Village; and

Be It Further Resolved, That a copy of this resolution be prepared and presented to the Italian Village.

Presented By

ALDERMAN SMITH (43rd Ward):

GRATITUDE EXTENDED TO DOMINIC DI FRISCO FOR DEDICATED PUBLIC SERVICE.

[R2012-972]

WHEREAS, Dominic DiFrisco is being honored for his dedicated service to the community with the honorary renaming of a portion of North Astor Street as "Dominic DiFrisco Way"; and

WHEREAS, Dominic DiFrisco has had a long and distinguished career at Edelman Public Relations, representing among others the Illinois Department of Alcoholism and Substance Abuse, Illinois Department of Public Health, the Secretary of State, the Mayor's Office of Employment and Training, Gatorade, McDonald's and Kerr-McGee Corporation. Mr. DiFrisco has served on the boards of the Illinois Arts Alliance, the Regional Organ Bank of Illinois and has served as co-chair of Children's Memorial Hospital; and

WHEREAS, Mr. DiFrisco's passion has been community and public service, particularly in the field of tolerance. Mr. DiFrisco has received numerous awards from the Italian-American, African-American and Native American communities and served as co-chair for an Israel Bond event and on the board of the Chinese-American Service League. Governor George Ryan appointed Mr. DiFrisco as Commissioner of the Illinois Human Rights Commission, and he is chairman emeritus of the board of the Shrine of Our Lady of Pompeii. He previously served as chairman of two telethons benefiting the United Negro College Fund; and

WHEREAS, Dominic DiFrisco is a commendatore of the Republic of Italy and president emeritus of the Joint Civic Committee of Italian-Americans. He was a feature columnist for *Fra Noi*, an Italian-American newspaper, and speaks Italian fluently; and

WHEREAS, The family of Dominic DiFrisco, including his lovely wife Carol, daughter and son-in-law, Nina and Bob, and grandson, Pasquale, share the City's pride in his accomplishments; and

WHEREAS, The Honorable Michele Smith, Alderman of the 43rd Ward, has apprised this august body of the noteworthy accomplishments of this fine citizen and that she is introducing legislation to prepare the honorary street signage; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of October 2012 A.D., do hereby salute Dominic DiFisco and his family and express our heartfelt wish for continued success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dominic DiFrisco.

CONGRATULATIONS EXTENDED TO HERMON BAPTIST CHURCH SENIOR CHOIR ON 125TH ANNIVERSARY.

[R2012-973]

WHEREAS, King David's 95th Psalm begins with the verse: "O come, let us sing unto the Lord: let us make a joyful noise to the rock of our salvation". For the past 125 years, the Hermon Baptist Church Senior Choir on North Clark Street has been fulfilling the directive of that biblical passage; and

WHEREAS, The Senior Choir was formed in 1887, one year before the founding of Hermon Baptist Church itself, one of the oldest African-American Baptist Churches in Chicago. Current and former members of this notable chorus join together to celebrate their Quasquicentennial Jubilee on September 29 with a festive and joyous concert of spirituals, cantatas, anthems, hymns, gospel and contemporary music; and

WHEREAS, This praise group was initially comprised of 13 African-American men and women who undertook a house-to-house mission, traveling from the North to South Sides of this city to sing the gospel anthems and spirituals from their rich heritage. After a year of this exhausting activity, they decided to form Hermon Baptist Church; and

WHEREAS, The Senior Choir of Hermon Baptist Church also follows the prescription laid out in the opening verses of the 96th Psalm: "O sing unto the Lord a new song: sing unto the Lord, all the earth. Sing unto the Lord, bless his name, and show forth his salvation from day to day"; and

WHEREAS, The Honorable Michele Smith, the Alderman of the 43rd Ward wherein the Hermon Baptist Church is located, has apprised this august body of this noteworthy organization's praiseworthy and significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this third day of October 2012 A.D., do hereby salute the Hermon Baptist Church Senior Choir for making "a joyful noise unto the Lord" for the past 125 years and extend our heartfelt congratulations on this most auspicious occasion; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Hermon Baptist Church Senior Choir.

CONGRATULATIONS EXTENDED TO WRIGHTWOOD NEIGHBORS ASSOCIATION ON 50TH ANNIVERSARY.

[R2012-974]

WHEREAS, On September 21, 2012, the members and friends of the Wrightwood Neighbors Association gather to celebrate this outstanding and remarkably successful community organization's golden anniversary; and

WHEREAS, Founded in 1962, the Wrightwood Neighbors Association is comprised of neighbors and local businesses organized to preserve and enhance the quality of life in the area bounded by Diversey Parkway, Halsted, Lakewood and Fullerton Avenues by providing opportunities for involvement in and advocacy on issues of community concern in order to make a positive difference in their North Side community; and

WHEREAS, Some of the issues the Wrightwood Neighbors Association has tackled in the past five decades have been crime prevention, planning and land-use, parks, institutional relations, and beautification, as well as many citywide concerns that affect that community; and

WHEREAS, The Wrightwood Neighbors Association sponsors the annual "Taste of Lincoln Avenue" event that has raised approximately $2,000,000 to fund programs at Agassiz, Alcott, Mayer, Lincoln Park High Schools, small parks initiatives such as Jonquil, Supera, and Wiggly Field, DePaul's Lincoln Park Research Initiative, social agency programs, food pantries and after school programs, as well as school art programs put on by Lookingglass Theatre, Lill Street Studios and Victory Gardens; and

WHEREAS, The Honorable Michele Smith, Alderman of the 43rd Ward of which the Wrightwood Neighbors Association is such a vital part, has apprised this august body of the significant milestone that this noteworthy association has achieved; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this third day of October 2012 A.D., do hereby salute the Wrightwood Neighbors Association and extend our heartfelt appreciation for their 50 years of dedicated and praiseworthy service to their community and this city; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Wrightwood Neighbors Association.

Presented By

ALDERMAN PAWAR (47th Ward):

EXPRESSION OF SUPPORT FOR BAN ON SALE, PURCHASE OR POSSESSION OF ASSAULT WEAPONS AND LARGE AMMUNITION MAGAZINES.

[R2012-975]

WHEREAS, The Federal Assault Weapons Ban expired in 2004; and

WHEREAS, Any person with a Firearm Owner Identification (FOID) card in the State of Illinois has the ability to purchase an assault weapon such as an AK-47 or AR-15 or a .50 caliber sniper rifle; and

WHEREAS, Illinois does not currently impose any restrictions on the purchase or possession of large capacity ammunition magazines; and

WHEREAS, The recent shooting in Aurora, Colorado demonstrates the need to prevent an individual from stockpiling assault weapons and large ammunition magazines, and the assailant in that case obtained all weapons and ammunition magazines legally; and

WHEREAS, The recent shooting at the Sikh Temple in Oak Creek, Wisconsin demonstrates the need to prevent an individual from obtaining large capacity ammunition magazines. While the assailant in this case did not use an assault weapon, his actions should compel us to examine ways to better track ammunition sales to prevent future violence; and

WHEREAS, The United States Supreme Court held that the scope of the Second Amendment right is not without limitations, and the court has recognized firearm regulations prohibiting a category of "dangerous and unusual weapons"; and

WHEREAS, Assault weapons and large capacity ammunition magazines serve no practical purpose except wounding and/or killing people; and

WHEREAS, Governor Pat Quinn has submitted amendatory veto language to SB681 that prohibits the manufacture, possession, delivery, sale and purchase of semi-automatic assault weapons, assault weapon attachments, .50 caliber rifles, .50 caliber cartridges and increases the penalty for crimes associated with these weapons; and

Be It Resolved, That we, the Mayor and City Council of Chicago, assembled on this third day of October 2012, do hereby show our support for Governor Quinn's efforts to ban assault weapons and large ammunition magazines in Illinois, call upon the Illinois State Legislature, Illinois State Senate and Congress of the United States to ban assault

weapons and large-capacity ammunition magazines to help prevent further gun violence in our city, state and country.

Presented By

ALDERMAN OSTERMAN (48th Ward) And
ALDERMAN HAIRSTON (5th Ward):

DECLARATION OF NOVEMBER 23 THROUGH DECEMBER 2, 2012 AS "BUY LOCAL FIRST WEEK" IN CHICAGO.

[R2012-976]

WHEREAS, Chicago's independent, locally owned businesses keep wealth circulating in our community, adding to Chicago's economic vitality and resilience; and

WHEREAS, Local business owners are stewards of our community, providing quality jobs, engaging in civic concerns, and contributing to local non-profits; and

WHEREAS, A unique array of independent, locally owned businesses preserves the culture and character of Chicago's neighborhoods and creates a strong sense of place; and

WHEREAS, Independent, locally owned business help to sustain vibrant, compact, walkable town centers that are essential to reducing sprawl, automobile use, habitat loss, and air and water pollution; and

WHEREAS, Independent, locally owned businesses are committed to place, contributing to the local economy and responding to the needs of their community over many generations; and,

WHEREAS, As we celebrate "Buy Local First Week," November 23, 2012 through December 2, 2012, we laud the contribution of Chicago's independent, locally owned businesses to our community; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, assembled this third day of October 2012, do hereby proclaim the week of November 23, 2012 through December 2, 2012, as "Buy Local First Week" and encourage every citizen of Chicago to support Chicago's locally owned, independent businesses and choose the future we want to see with every purchase we make; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Local First Chicago.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signals and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location, Distance And Time
MORENO (1st Ward)	North Milwaukee Avenue, at 1408 -- one parking space (20 feet) -- 11:30 A.M. to 1:00 A.M. -- daily; [O2012-6750]
FIORETTI (2nd Ward)	South Damen Avenue, at 5515 -- two to four spaces -- 15 minute limit -- unattended vehicles must have lights flashing -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday; [O2012-6634]

Alderman	Location, Distance And Time
HARRIS (8th Ward)	South Cottage Grove Avenue, at 9011 -- 9015 -- 40 feet (two automobile lengths) -- 15 minute limit -- use flashing lights -- 6:30 A.M. to 6:30 P.M. -- Monday through Friday; [O2012-6627]
ERVIN (28th Ward)	West Madison Street, at 4244 -- 50 feet -- at all times -- daily; [O2012-7081]
COLÓN (35th Ward)	West Diversey Avenue, at 2957 -- 20 feet -- 30 minute limit -- at all times -- daily; [O2012-6637]
CULLERTON (38th Ward)	West Irving Park Road (south side) from a point 200 feet east of North Natchez Avenue to a point 20 feet east thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday; [O2012-6595]
REILLY (42nd Ward)	North Garland Court, adjacent to loading dock on east side -- 40 feet -- 15 minute limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday; [O2012-7094]
	North State Street, at 350 (west curb) adjacent to bus layover zone -- 40 feet -- 15minute limit -- 11:30 A.M. to 11:30 P.M. -- daily; [O2012-7073]
SMITH (43rd Ward)	North Lakeview Avenue, from a point 10 feet north of West St. James Place to a point 50 feet north of West St. James Place -- 40 feet -- 8:00 A.M. to 8:00 P.M. -- daily (private benefit); [O2012-7039]

Alderman	Location, Distance And Time
	North Wells Street, from a point 287 feet north of West Division Street to a point 317 feet north of West Division Street -- 30 feet -- 15 minute limit -- unattended vehicles must have lights flashing -- at all times -- daily (private benefit); [O2012-7009]
	North Wells Street, from a point 403 feet north of West Division Street to a point 463 feet north of West Division Street -- 60 feet -- at all times -- daily (private benefit); [O2012-7002]
CAPPLEMAN (46th Ward)	North Sheridan Road, at 4000 -- 4002 -- 40 to 45 feet -- 10:00 A.M. to 2:00 A.M. -- daily. [O2012-6600]

Referred -- AMENDMENT OF LOADING ZONES.

The aldermen named below presented proposed ordinances to amend previously passed ordinances which established loading zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location, Distance And Time
MORENO (1st Ward)	Amend ordinance by striking: "West Chicago Avenue, at 1841 -- 1825 feet" and inserting in lieu thereof: "West Chicago Avenue, at 1841 -- 20 feet"; [O2012-6723]
	Amend ordinance by striking: "West Division Street, at 2011 -- 25 feet -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "West Division Street, at 2011 -- 20 feet -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday"; [O2012-6982]

Alderman	Location, Distance And Time
HAIRSTON (5th Ward)	Amend ordinance passed March 10, 2012 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 19897) which reads: "South Woodlawn Avenue (east side) from East 58th Street to a point 70 feet north thereof -- no parking loading zone -- 8:00 A.M. to 5:00 P.M." by striking: "South Woodlawn Avenue" and inserting in lieu thereof: "East 58th Street (north side) from a point 50 feet east of South Woodlawn Avenue to a point 70 feet east thereof"; [O2012-7092]
ZALEWSKI (23rd Ward)	Repeal ordinance which established loading zone on West 55th Street, at 4312; [O2012-6624]
MALDONADO (26th Ward)	Amend ordinance regarding West Grand Avenue, at 1721 by striking: "32 feet" and inserting in lieu thereof: "20 feet"; [O2012-6621]
BURNETT (27th Ward)	Amend ordinance which established no parking loading zone at 813 West Fulton Street, between North Halsted Street and North Green Street -- at all times -- all days, by decreasing footage; [O2012-7079] Amend ordinance which established no parking loading zone at 318 North Laflin Street, between West Fulton Street and West Hubbard Street -- at all times -- all days, by decreasing footage; [O2012-7075]
SPOSATO (36th Ward)	Amend ordinance regarding West Belmont Avenue, at 7120 by reducing no parking loading zone from "40 feet" to "20 feet"; [O2012-6640] Amend ordinance regarding North Narragansett Avenue, at 2832 by reducing no parking loading zone from "25 feet" to "20 feet"; [O2012-6649]

Alderman	Location, Distance And Time
LAURINO (39th Ward)	Amend ordinance passed June 19, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 88724) by striking: "North Elston Avenue (east side) from a point 50 feet north of North Hamlin Avenue to a point 45 feet north thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday"; [O2012-7095]
	Amend ordinance passed January 14, 1997 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 37701) by striking: "West Peterson Avenue (south side) from a point 105 feet east of North Central Park Avenue to a point 25 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West Peterson Avenue (south side) from a point 105 feet east of North Central Park Avenue to a point 20 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday"; [O2012-7085]
P. O'CONNOR (40th Ward)	Amend ordinance by striking: "North Kedzie Avenue, at 5514 -- two parking spaces"; [O2012-6631]
	Amend ordinance by striking: "North Lincoln Avenue, at 5106 -- 40 feet" and inserting in lieu thereof: "North Lincoln Avenue, at 5106 -- 20 feet"; [O2012-6629]
REILLY (42nd Ward)	Repeal ordinance by striking: "East Walton Street (south curb), at 163 -- 169"; [O2012-7067]
	Amend ordinance regarding East Walton Place, adjacent to 163 -- 169 by relocating the loading zone west -- 33 feet -- at all times -- daily; [O2012-7069]
	Amend ordinance regarding West Illinois Street, at 111 by striking "251 feet" and inserting in lieu thereof "40 feet" -- at all times daily; [O2012-7068]

Alderman	Location, Distance And Time
PAWAR (47th Ward)	Amend ordinance passed October 6, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 58215) for West Sunnyside Avenue, at 1769 by striking: "from a point 20 feet to a point 67 feet" and inserting in lieu thereof: "from a point 73 feet to a point 20 feet"; [O2012-7093]
OSTERMAN (48th Ward)	Amend ordinance by striking: "North Broadway, at 6048 -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "North Broadway, at 6048 -- 15 minute limit -- with lights flashing -- 7:00 A.M. to 9:00 P.M. -- Monday through Saturday"; [O2012-7087]
MOORE (49th Ward)	Amend ordinance by striking: "North Damen Avenue, at 1520 -- 47 feet" and inserting in lieu thereof: "North Damen Avenue, at 1520 -- 20 feet". [O2012-6728]

Referred -- INSTALLATION AND REMOVAL OF PARKING METERS.

The aldermen named below presented proposed ordinances authorizing the City Comptroller to install and remove parking meters at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Distance
QUINN (13th Ward)	Install at South Major Avenue (west side) from West 63rd Street to the first alley north thereof; and remove from South Parkside Avenue (west side) from West 63rd Street to the first alley north thereof; [O2012-6597]

Alderman	Location And Distance
REILLY (42nd Ward)	Install at North LaSalle Street (east side) from West Washington Boulevard to West Calhoun Place. [O2012-6664]

Referred -- REVOCATION OF USE OF DRIVEWAYS AT 4467 AND 4471 W. IRVING PARK RD.

[O2012-7004]

Alderman Cullerton (38th Ward) presented a proposed ordinance directing the Commissioner of Transportation to revoke the privilege for the use of two separate driveways at 4467 and 4471 West Irving Park Road under Permit Number 96-105108 granted on August 31, 1996, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location And Distance
MORENO (1st Ward)	West Augusta Boulevard, at 2534 (Handicapped Parking Permit 82456); [O2012-6709]

Alderman	Location And Distance
	North Elston Avenue, at 2954 (handicapped permit parking); [O2012-7036]
	North Wood Street, at 1547 (handicapped permit parking); [O2012-7046]
HAIRSTON (5th Ward)	South Drexel Avenue, at 5406 (Handicapped Parking Permit 82298); [O2012-6732]
JACKSON (7th Ward)	South Saginaw Avenue, at 7717 (Handicapped Parking Permit 83175); [O2012-6739]
	South Van Vlissingen Road, at 9704 (Handicapped Parking Permit 71530); [O2012-6748]
	South Yates Boulevard, at 8521 (Handicapped Parking Permit 74326); [O2012-6742]
HARRIS (8th Ward)	South Chappel Avenue, at 7724 (Handicapped Parking Permit 83740); [O2012-6768]
	South Clyde Avenue, at 9122 (Handicapped Parking Permit 83739); [O2012-6772]
	South Dorchester Avenue, at 7935 (Handicapped Parking Permit 83127); [O2012-6764]
	South Ellis Avenue, at 9207 (Handicapped Parking Permit 81581); [O2012-6766]
	South Merrill Avenue, at 7746 (Handicapped Parking Permit 55295); [O2012-6761]
	South Paxton Avenue, at 7518 (Handicapped Parking Permit 83169); [O2012-6778]

Alderman	Location And Distance
	South Ridgeland Avenue, at 7544 (Handicapped Parking Permit 83337); [O2012-6775]
	East 80th Street, at 1053 (Handicapped Parking Permit 76064); [O2012-6780]
	East 86th Street, at 1528 (Handicapped Parking Permit 81594); [O2012-6770]
BEALE (9th Ward)	South Rhodes Avenue, at 10729 (Handicapped Parking Permit 81689); [O2012-6786]
POPE (10th Ward)	South Avenue G, at 10317 (Handicapped Parking Permit 82039); [O2012-6792]
	East 97th Street, at 3049 (Handicapped Parking Permit 82048); [O2012-6789]
BALCER (11th Ward)	South Broad Street, at 3049 (Handicapped Parking Permit 81920); [O2012-6797]
CÁRDENAS (12th Ward)	West 40th Street, at 2538 (Handicapped Parking Permit 8365); [O2012-6799]
QUINN (13th Ward)	South Keeler Avenue, at 5945 (Handicapped Parking Permit 82575); [O2012-6804]
	South Tripp Avenue, at 6144 (Handicapped Parking Permit 82965); [O2012-6805]
	South Tripp Avenue, at 6730 (Handicapped Parking Permit 82580); [O2012-6811]

Alderman	Location And Distance
	West 60th Place, at 3716 (Handicapped Parking Permit 82574); [O2012-6819]
	West 63rd Place, at 3904 (Handicapped Parking Permit 82579); [O2012-6808]
BURKE (14th Ward)	South Albany Avenue, at 4436 (Handicapped Parking Permit 80629); [O2012-6828]
FOULKES (15th Ward)	South Rockwell Street, at 6327 (Handicapped Parking Permit 81044); [O2012-6838]
THOMPSON (16th Ward)	South Throop Street, at 6038 (Handicapped Parking Permit 81654); [O2012-6843]
BROOKINS (21st Ward)	South Justine Street, at 9100 (Handicapped Parking Permit 78331); [O2012-6857]
MUÑOZ (22nd Ward)	South Millard Avenue, at 2511 (Handicapped Parking Permit 81844); [O2012-6861]
ZALEWSKI (23rd Ward)	South Lavergne Avenue, at 4632 (Handicapped Parking Permit 73058); [O2012-6898]
	South Lorel Avenue, at 5316 (Handicapped Parking Permit 83970); [O2012-6895]
	South Menard Avenue, at 5255 (Handicapped Parking Permit 83959); [O2012-6886]

Alderman	Location And Distance
	South Merrimac Avenue, at 5313 (Handicapped Parking Permit 83974); [O2012-6877]
	South Narragansett Avenue, at 5111 (Handicapped Parking Permit 83972); [O2012-6881]
	South Natoma Avenue, at 6125 (Handicapped Parking Permit 83978); [O2012-6900]
	South Nottingham Avenue, at 5437 (Handicapped Parking Permit 82956); [O2012-6889]
CHANDLER (24th Ward)	West Congress Parkway, at 4715 (Handicapped Parking Permit 80288); [O2012-6922]
	West Gladys Avenue, at 4724 (Handicapped Parking Permit 82087); [O2012-6925]
	West Grenshaw Street, at 3619 (Handicapped Parking Permit 82079); [O2012-6926]
BURNETT (27th Ward)	North North Park Avenue, at 1505 (Handicapped Parking Permit 83929); [O2012-6936]
ERVIN (28th Ward)	West Fillmore Street, at 2436 (handicapped permit parking); [O2012-7063]
	West 22nd Place, at 2646 (handicapped permit parking); [O2012-7060]

Alderman	Location And Distance
REBOYRAS (30th Ward)	North Parkside Avenue, at 2442 (Handicapped Parking Permit 81988); [O2012-6546]
SUAREZ (31st Ward)	North Lavergne Avenue, at 2141 (Handicapped Parking Permit 8037); [O2012-6945]
	West Nelson Street, at 4150 (Handicapped Parking Permit 78481); [O2012-7088]
MELL (33rd Ward)	North California Avenue, at 3270 (Handicapped Parking Permit 77307); [O2012-6812]
	North Drake Avenue, at 4525 (Handicapped Parking Permit 71503); [O2012-6815]
	North Troy Street, at 3910 (handicapped permit parking); [O2012-6818]
	North Troy Street, at 4705 (Handicapped Parking Permit 80138); [O2012-6814]
	West Wilson Avenue, at 3215 (Handicapped Parking Permit 71492); [O2012-6803]
AUSTIN (34th Ward)	South Carpenter Street, at 11636 (Handicapped Parking Permit 13523); [O2012-6830]
	South Eggleston Avenue, at 12008 (Handicapped Parking Permit 78541); [O2012-6845]

Alderman	Location And Distance
	South Elizabeth Street, at 11361 (Handicapped Parking Permit 78224); [O2012-6832]
	South Emerald Avenue, at 10110 (Handicapped Parking Permit 82915); [O2012-6596]
	South Justine Street, at 11754 (Handicapped Parking Permit 74056); [O2012-6851]
	South Morgan Street, at 10027 (Handicapped Parking Permit 73197); [O2012-7102]
	South Parnell Avenue, at 12344 (Handicapped Parking Permit 74631); [O2012-6835]
	South Peoria Street, at 10434 (Handicapped Parking Permit 37540); [O2012-6848]
	South Perry Avenue, at 11738 (Handicapped Parking Permit 81300); [O2012-6827]
	South Sangamon Street, at 9915 (Handicapped Parking Permit 74967); [O2012-6841]
	West 109th Street, at 1328 (Handicapped Parking Permit 79676); [O2012-6840]
COLÓN (35th Ward)	West George Street, at 3022 (Handicapped Parking Permit 81942); [O2012-6878]
	West McLean Avenue, at 2916 (Handicapped Parking Permit 82607); [O2012-6864]
	North Sacramento Avenue, at 2451 (install signs at 2959 West Altgeld Street) (Handicapped Parking Permit 81949); [O2012-6868]
	North Sawyer Avenue, at 2942 (Handicapped Parking Permit 82608); [O2012-6874]

Alderman	Location And Distance
	North Spaulding Avenue, at 3032 (Handicapped Parking Permit 82606); [O2012-6893]
SPOSATO (36th Ward)	North Mont Clare Avenue, at 2517 (Handicapped Parking Permit 80676); [O2012-6899]
MITTS (37th Ward)	North Leamington Avenue, at 928 (Handicapped Parking Permit 81877); [O2012-6905]
	North Linder Avenue, at 1401 (Handicapped Parking Permit 81869); [O2012-6912]
	North Lorel Avenue, at 940 (Handicapped Parking Permit 82660); [O2012-6917]
	North Lorel Avenue, at 1742 (Handicapped Parking Permit 82649); [O2012-6911]
CULLERTON (38th Ward)	West Grace Street, at 6244 (Handicapped Parking Permit 80768); [O2012-6921]
LAURINO (39th Ward)	North Kasson Avenue, at 4620 (Handicapped Parking Permit 82223); [O2012-6923]
P. O'CONNOR (40th Ward)	North Paulina Street, at 6064 (Handicapped Parking Permit 80898); [O2012-6927]
	West Victoria Street, at 3223 (Handicapped Parking Permit 71506); [O2012-6929]

Alderman	Location And Distance
M. O'CONNOR (41st Ward)	West Gregory Street, at 8448 (Handicapped Parking Permit 83869); [O2012-6931]
TUNNEY (44th Ward)	West Newport Avenue, at 1121 (Handicapped Parking Permit 79087); [O2012-6946]
	North Southport Avenue, at 3317 (Handicapped Parking Permit 75598); [O2012-6947]
ARENA (45th Ward)	North Leclaire Avenue, at 3920 (Handicapped Parking Permit 80776); [O2012-6964]
	North Tripp Avenue, at 4410 (Handicapped Parking Permit 82862); [O2012-6961]
	West Wilson Avenue, at 5145 (Handicapped Parking Permit 83196); [O2012-6958]
PAWAR (47th Ward)	West Belle Plaine Avenue, at 1919 (Handicapped Parking Permit 72305); [O2012-6966]
	West Cullom Avenue, at 2419 (Handicapped Parking Permit 78360); [O2012-6969]
	North Rockwell Street, at 4855 (Handicapped Parking Permit 76900); [O2012-6967]
MOORE (49th Ward)	West Fargo Avenue, at 2102 (Handicapped Parking Permit 75279); [O2012-6972]

Alderman	Location And Distance
	North Lakewood Avenue, at 6819 (Handicapped Parking Permit 83510); [O2012-6977]
	West Pratt Avenue, at 1524 (Handicapped Parking Permit 83511); [O2012-6975]
	West Touhy Avenue, at 1341 (Handicapped Parking Permit 75277); [O2012-6974]
	West Wallen Avenue, at 1720 (Handicapped Parking Permit 82295); [O2012-6973]
SILVERSTEIN (50th Ward)	West Glenlake Avenue, at 2907 (Handicapped Parking Permit 82928). [O2012-6978]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

The aldermen named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location And Distance
MORENO (1st Ward)	Amend ordinance by striking: "West Erie Street, at 1815 (Handicapped Parking Permit 52953)"; [O2012-6725]
JACKSON (7th Ward)	Remove parking prohibition on South Manistee Avenue, at 8026 (Handicapped Parking Permit 71918); [O2012-6736]

Alderman	Location And Distance
BALCER (11th Ward)	Amend ordinance by striking: "West 25th Place, at 513 (Handicapped Parking Permit 64609)"; [O2012-6618]
CÁRDENAS (12th Ward)	Amend ordinance by striking: "South Rockwell Street, at 4746 (Handicapped Parking Permit 52455)"; [O2012-6800]
QUINN (13th Ward)	Amend ordinance by striking: "South Kolin Avenue, at 6345 (Handicapped Parking Permit 31284)"; [O2012-6801]
	Amend ordinance by striking: "South Narragansett Avenue, at 6220 (handicapped permit parking)"; [O2012-6633]
	Amend ordinance by striking: "West 63rd Place, at 6214 (handicapped permit parking)"; [O2012-7053]
BURKE (14th Ward)	Amend ordinance by striking: "West 54th Place, at 3136 (Handicapped Parking Permit 51992)"; [O2012-6825]
THOMPSON (16th Ward)	Amend ordinance by striking: "South Elizabeth Street, at 5954 (Handicapped Parking Permit 70962)"; [O2012-6852]
	Amend ordinance by striking: "South Morgan Street, at 5840 (Handicapped Parking Permit 19648)"; [O2012-6849]

Alderman	Location And Distance
THOMAS (17th Ward)	Consideration for removal of Handicapped Parking Permit 36373 on South Laflin Street, at 6610; [O2012-6655]
MUÑOZ (22nd Ward)	Removal of Handicapped Parking Permit 26278 on South Kedvale Avenue, at 2838; [O2012-6661] Removal of Handicapped Parking Permit 39418 on West 24th Place, at 4032; [O2012-6703]
ZALEWSKI (23rd Ward)	Amend ordinance by striking: "West 64th Street, at 7142 (Handicapped Parking Permit 80161)"; [O2012-6904]
SUAREZ (31st Ward)	Amend ordinance by striking: "West Drummond Place, at 4835 (Handicapped Parking Permit 72746)"; [O2012-6950] Amend ordinance by striking: "West Drummond Place, at 4944 (Handicapped Parking Permit 35736)"; [O2012-6948]
MITTS (37th Ward)	Amend ordinance by striking: "North Lorel Avenue, at 939 (Handicapped Parking Permit 44607)"; [O2012-6919]

Alderman	Location And Distance
LAURINO (39th Ward)	Amend ordinance by striking: "North Drake Avenue, at 4858 (signs posted on West Ainslie Street side) (Handicapped Parking Permit 69893)"; [O2012-7066]
	Amend ordinance by striking: "North Ridgeway Avenue, at 3744 (Handicapped Parking Permit 51498)"; [O2012-7065]
P. O'CONNOR (40th Ward)	Amend ordinance by striking: "North Campbell Avenue, at 6025 (Handicapped Parking Permit 31322)"; [O2012-6630]
TUNNEY (44th Ward)	Repeal Handicapped Parking Permit 79084 on West Roscoe Street, at 659; [O2012-6943]
	Repeal handicapped permit parking on North Seminary Avenue, at 3220; [O2012-6983]
PAWAR (47th Ward)	Repeal ordinance passed October 5, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago*) which reads: "West Belle Plaine Avenue, at 1937 (Handicapped Parking Permit 78361)"; [O2012-6608]
	Repeal ordinance which reads: "North Campbell Avenue, at 4350 (Handicapped Parking Permit 21438)"; [O2012-6971]

Referred -- PROHIBITION OF PARKING AT ALL TIMES.

Alderman Smith (43rd Ward) presented four proposed ordinances to prohibit the parking of vehicles at all times, daily, tow-away zone, at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

North Dayton Street (west side) from a point 65 feet north of West Blackhawk Street to a point 30 feet north thereof;

[O2012-7025]

North Racine Avenue (east side) from a point 40 feet south of West Lill Avenue to a point 30 feet south thereof;

[O2012-7031]

West Webster Avenue (north side) from a point 40 feet west of North Cleveland Avenue to the alley;

[O2012-7019]

North Wells Street (west side), at 1630, from a point 90 feet south of West Eugenie Street to the intersection with West Concord Lane.

[O2012-7050]

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
FIORETTI (2nd Ward)	West Jackson Boulevard (south side) from South Racine Avenue to South Aberdeen Street -- 8:00 A.M. to 11:00 P.M. -- daily; [O2012-7083]
M. O'CONNOR (41st Ward)	North Delphia Avenue (east side) from West Bryn Mawr Avenue to the first driveway north thereof -- at all times -- daily; [O2012-6623]

Alderman	Location, Distance And Time
TUNNEY (44th Ward)	North Clark Street (both sides) from 3432 West Newport Avenue to 3600 West Addison Street -- 9:00 P.M. to 4:00 A.M. -- Friday, Saturday and Sunday; [O2012-6604]
	North Halsted Street (both sides) from 3200 West Belmont Avenue to 3300 West Aldine Avenue -- 12:00 A.M. to 4:00 A.M. -- April 1 to September 30 only. [O2012-6614]

Referred -- AMENDMENT OF PARKING PROHIBITION DURING SPECIFIED HOURS.

Alderman Suarez (31st Ward) presented a proposed ordinance to repeal an ordinance passed June 12, 1992 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 1764) which established limitation of parking on North Laramie Avenue (west side) from a point 35 feet south of West Nelson Street to a point 50 feet south thereof -- 30 minute limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
ZALEWSKI (23rd Ward)	West 58th Street (south side) from South Narragansett Avenue to the first alley west -- at all times -- daily; [Or2012-609]

Alderman	Location, Distance And Time
REBOYRAS (30th Ward)	West Dickens Avenue (both sides) in the 4000 block, from North Karlov Avenue to North Keystone Avenue -- 6:00 P.M. to 6:00 A.M. -- daily. [Or2012-585]

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances and order to amend previously passed ordinances and order which established residential permit parking zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
REBOYRAS (30th Ward)	Amend ordinance passed April 18, 2012 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 23801) which establsihed Residential Permit Parking Zone 1687 on North Karlov Avenue (both sides) from West Dickens Avenue to West Palmer Street -- 6:00 P.M. to 6:00 A.M. -- daily, by striking: "6:00 A.M. to 6:00 P.M." and inserting in lieu thereof: "at all times"; [O2012-6549]
MELL (33rd Ward)	Extend Residential Permit Parking Zone 107 to include North St. Louis Avenue (west side) in the 4600 block -- 5:30 A.M. to 7:00 A.M. -- daily; [Or2012-610]
ARENA (45th Ward)	West Dakin Street, at 4816 -- 4860 -- Residential Permit Parking Zone 48 -- change from "at all times" to "6:00 P.M. to 6:00 A.M."; [O2012-6636]

Alderman	Location, Distance And Time
	West Dakin Street, at 4817 -- 4861 -- Residential Permit Parking Zone 48 -- change from "at all times" to "6:00 P.M. to 6:00 A.M.". [O2012-6628]

Referred -- ESTABLISHMENT OF STANDING ZONES.

The aldermen named below presented proposed ordinances to establish standing zones, with tow-away zones to be in effect after expiration of the limits indicated, and require that vehicles have hazard lights activated while at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location, Distance And Time
REILLY (42nd Ward)	East Delaware Street (north curb) 15 minute limit -- at all times -- daily (replace and repeal Taxicab Stand 422); [O2012-7074]
OSTERMAN (48th Ward)	North Broadway, at 5848 -- 15 minute limit -- unattended vehicles must have lights flashing -- 9:00 A.M. to 10:15 P.M. -- Tuesday through Sunday. [O2012-7082]

Referred -- AMENDMENT OF STANDING ZONES.

The aldermen named below presented proposed ordinances to amend previously passed ordinances which established standing zones, with tow-away zones in effect after expiration of the limits indicated, and require that vehicles have hazard lights activated while at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location, Distance And Time
MORENO (1st Ward)	Amend ordinance by striking: "West Chicago Avenue, at 1733 -- 30 minute limit -- 25 feet" and inserting in lieu thereof: "West Chicago Avenue, at 1733 -- 30 minute limit -- 20 feet"; [O2012-6726]
	Amend ordinance by striking: "North Milwaukee Avenue, at 1178 -- 30 minute limit -- 50 feet" and inserting in lieu thereof: "North Milwaukee Avenue, at 1178 -- 30 minute limit -- 20 feet"; [O2012-6998]
	Amend ordinance by striking: "North Western Avenue, at 2417 -- 15 minute limit -- 50 feet" and inserting in lieu thereof: "North Western Avenue, at 2417 -- 30 minute limit -- 50 feet"; [O2012-6730]
SPOSATO (36th Ward)	West Grand Avenue, at 6922 -- 15 minute limit -- use flashing lights -- 10:00 A.M. to 10:00 P.M. -- reduce from "25 feet" to "20 feet" in length; [O2012-6639]
REILLY (42nd Ward)	Repeal ordinance by striking: "549 West Randolph Street (south curb) -- 15 minute limit -- use flashing lights -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday"; [O2012-7071]
CAPPLEMAN (46th Ward)	Amend ordinance by striking: "North Broadway, at 3819 -- 15 minute limit with lights flashing"; [O2012-6714]
PAWAR (47th Ward)	Amend ordinance passed December 13, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 95233) by striking: "North Ashland Avenue (west side) from a point 175 feet south of West Byron Street to a point 50 feet south thereof" and inserting in lieu thereof: "North Ashland Avenue (west side) from a point 175 feet south of West Byron Street to a point 20 feet south thereof"; [O2012-6615]

Alderman	Location, Distance And Time
MOORE (49th Ward)	Amend ordinance by striking: "West Loyola Avenue, at 1261 -- 25 feet -- 15 minute limit with lights flashing" and inserting in lieu thereof: "West Loyola Avenue, at 1261 -- 20 feet -- 15 minute limit with lights flashing"; [O2012-6715]
	Amend ordinance by striking: "North Rogers Avenue, at 7537 -- use flashing lights". [O2012-6716]

Referred -- ESTABLISHMENT OF TOW-AWAY ZONE ON PORTION OF W. BRYN MAWR AVE.

[O2012-7084]

Alderman Laurino (39th Ward) presented a proposed ordinance to establish a tow-away zone at West Bryn Mawr Avenue (south side), from the first driveway west of North Central Park Avenue to a point 100 feet west thereof -- at all times -- daily, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF TOW-AWAY ZONES.

Alderman Reboyras (30th Ward) presented three proposed ordinances to amend previously passed ordinances which established tow-away zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Amend ordinance by striking: "West North Avenue, at 3936 -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday and 10:00 A.M. to 2:00 P.M. -- Saturday";

[O2012-7080]

Amend ordinance by striking: "West North Avenue, at 4048 -- 9:00 A.M. to 6:30 P.M. -- Monday through Friday and 10:00 A.M. to 2:00 P.M. -- Saturday"; and

[O2012-6547]

Amend ordinance by striking: "West North Avenue, at 4240 -- 10:00 A.M. to 10:30 P.M. -- daily".

[O2012-6548]

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The aldermen named below presented proposed orders for the installation of traffic warning signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Type Of Sign
FOULKES (15th Ward)	West 64th Street and South Claremont Avenue -- "All-Way Stop"; [Or2012-604]
BURNETT (27th Ward)	North Damen Avenue, at 328, between North Damen Avenue and West Carroll Avenue -- "All-Way Stop"; [Or2012-616]
	West Kinzie Street, at 1200, between North Racine Avenue and West Kinzie Street -- "All-Way Stop"; [Or2012-615]
LAURINO (39th Ward)	North Kilbourn Avenue and North Ionia Avenue -- "Two-Way Stop"; [Or2012-619]
M. O'CONNOR (41st Ward)	West Everell Avenue and North Oriole Avenue -- "Two-Way Stop"; [Or2012-603]
	West Hortense Avenue and North Oriole Avenue -- "Two-Way Stop"; [Or2012-602]
SMITH (43rd Ward)	West Webster Avenue and North Sedgwick Street -- "Stop". [Or2012-580]

Referred -- INSTALLATION OF MISCELLANEOUS TRAFFIC SIGNS.

Alderman Burnett (27th Ward) presented five proposed ordinances to install traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

North Damen Avenue, at 201, between West Lake Street and West Fulton Street -- "No Parking Loading Zone";

[O2012-7078]

West Madison Street, at 1301, between North Throop Street and North Loomis Street -- "No Parking Loading Zone -- 6:00 A.M. To 6:30 P.M. -- Monday Through Friday";

[O2012-7077]

West Madison Street, at 1312, between North Throop Street and North Loomis Street -- "15 Minute Standing Zone -- 7:00 A.M. To 8:00 P.M. -- Monday Through Saturday";

[O2012-7076]

North Trumbull Avenue, at 800, between West Chicago Avenue and West Iowa Street -- "Residential Parking Permit -- At All Times -- All Days"; and

[O2012-7090]

North Aberdeen Street, at 400, between West Hubbard Street and West Kinzie Street -- "Residential Permit Parking -- At All Times -- All Days".

[O2012-7091]

Referred -- AMENDMENT OF MISCELLANEOUS TRAFFIC SIGNS AND SIGNALS.

Alderman Burnett (27th Ward) presented a proposed ordinance and order to amend previously passed ordinances which authorized the installation of traffic signs and signals at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Amend order which established "One-Way" traffic sign at 1200 West Kinzie Street, from North Elizabeth Street to North Racine Avenue -- at all times -- all days -- by repealing: "One-Way westbound" and installing: "Two-Way"; and

[Or2012-618]

Amend ordinance which established "One-Way" traffic sign at 1232 West Kinzie Street, from North Ogden Avenue to North Elizabeth Street -- at all times -- all days -- by striking the word: "westbound" and inserting in lieu thereof the word: "eastbound".

[O2012-6684]

Referred -- ESTABLISHMENT OF FIVE-TON VEHICLE WEIGHT LIMITATION ON SPECIFIED PUBLIC WAYS.

Alderman Thomas (17th Ward) presented two proposed ordinances to establish a weight limit of five tons for vehicles on portions of the public way specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

South Normal Avenue, from West 74th Street to West 76th Street;

[O2012-7070]

South Parnell Avenue, from West 74th Street to West 76th Street.

[O2012-7072]

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented five proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

BY ALDERMAN MORENO (1st Ward):

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of Residential-Business Planned Development Number 975 the area shown on Map Number 5-H bounded by:

the southwest boundary line of the Chicago Transit Authority ("CTA") railroad right-of-way line; North Leavitt Street; North Winnebago Avenue; and a line 653.40 feet northwest of the west boundary line of North Leavitt Street, as measured along the northeast line of North Winnebago Avenue (common address: 1701 -- 1799 North Winnebago Avenue).

[O2012-6641]

To classify as a B1-1 Neighborhood Shopping District instead of Residential-Business Planned Development Number 975 the area shown on Map Number 5-H bounded by:

North Milwaukee Avenue; North Leavitt Street; the southwest boundary line of the Chicago Transit Authority ("CTA") line; and a line 409.8 feet northwest of the west boundary line of North Leavitt Street, as measured along the northeast boundary line of the Chicago Transit Authority ("CTA") line (common address: 1774 -- 1794 North Milwaukee Avenue).

[O2012-6646]

BY ALDERMAN DOWELL (3rd Ward):

To classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 8-E bounded by:

East 34th Street; South Indiana Avenue; a line 127.6 feet north of and parallel to East 35th Street; the public alley next east of and parallel to South Michigan Avenue; a line 251.75 feet north of and parallel to East 35th Street; and South Michigan Avenue (common address: 3401 -- 3427 South Michigan Avenue, 3400 -- 3440 South Indiana Avenue, 123 East 34th Street).

[O2012-6642]

To classify as a T Transportation District instead of an RS3 Residential Single-Unit (Detached House) District and B3-2 Community Shopping District the area shown on Map Number 12-F bounded by:

a line 660 feet north of and parallel to the north line of West Garfield Boulevard; the east line of the CTA Red Line right-of-way, situated generally in the center of the Dan Ryan Expressway; West Garfield Boulevard; and the west line of said CTA right-of-way.

[O2012-6644]

BY ALDERMAN BALCER (11th Ward):

To classify as an M1-1 Limited Manufacturing/Business Park District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 28-E bounded by:

East 112th Street; South Michigan Avenue; the public alley next west of and parallel to South Michigan Avenue; and a line 54 feet south of and parallel to East 112th Street (common address: 11201 -- 11204 South Michigan Avenue).

[O2012-6648]

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented eight proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant	
FIORETTI (2nd Ward)	Burnham Park Plaza Condominium Association;	[CL2012-1431]
BURNETT (27th Ward)	Domain Condominium Association;	[CL2012-1432]
CULLERTON (38th Ward)	Merrimac Square III Condominium Association;	[CL2012-1433]
M. O'CONNOR (41st Ward)	Devon Place Condominium Association;	[CL2012-1435]
REILLY (42nd Ward)	Two Hundred Nine Lake Shore Drive Building Corporation;	[CL2012-1434]
	100 East Huron Condominium Association;	[CL2012-1434]
	400 North LaSalle Condominium Association;	[CL2012-1434]
	535 North Michigan Avenue Condominium Association.	[CL2012-1434]

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN MORENO (1st Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Fourteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Cash America Jewelry & Loan -- to maintain and use one sign at 1441 North Milwaukee Avenue;

[O2012-6667]

Chopin Theater -- to maintain and use one vault adjacent to 1541 -- 1543 West Division Street;

[O2012-6668]

Family Dollar Number 2877 -- to maintain and use one sign at 2252 North Milwaukee Avenue;

[O2012-6669]

Fat Pour -- to construct, install, maintain and use one canopy at 2005 -- 2007 West Division Street;

[O2012-6650]

Fat Pour -- to maintain and use two signs at 2005 -- 2007 West Division Street;

[O2012-6671]

Louie's Pub -- to maintain and use three awnings at 1659 West North Avenue;

[O2012-6734]

Louie's Pub -- to maintain and use eight light fixtures adjacent to 1659 West North Avenue;

[O2012-6674]

Louie's Pub -- to maintain and use one sign at 1659 West North Avenue;

[O2012-6672]

Paladar -- to maintain and use one canopy at 2115 North Milwaukee Avenue;

[O2012-6652]

Paladar -- to maintain and use two light fixtures adjacent to 2115 North Milwaukee Avenue;

[O2012-6675]

Paradise Cantina -- to maintain and use one sign at 2015 West Division Street;

[O2012-6676]

Sabor Saveur -- to construct, install, maintain and use one windscreen adjacent to 2013 West Division Street;

[O2012-6680]

1528 -- 1532 North Paulina Condominium Association -- to maintain and use one bay window adjacent to 1528 North Paulina Street; and

[O2012-6681]

1528 -- 1532 North Paulina Condominium Association -- to maintain and use one fire escape adjacent to 1528 North Paulina Street.

[O2012-6683]

Referred -- AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, two proposed ordinances to amend ordinances which authorized grants of privilege on the public way to the applicants listed, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Margie Poulos (*Journal of the Proceedings of the City Council of the City of Chicago,* June 8, 2011, page 1481) -- by deleting the entity name: "Buckwick Organix Convenience Store, Inc." and inserting in lieu thereof the name: "Margie Poulos"; and

[O2012-6955]

2223 -- 2225 West North Condominium Association (*Journal of the Proceedings of the City Council of the City of Chicago,* July 25, 2012, page 31538) -- by canceling the compensation amount for said privilege.

[O2012-6952]

Referred -- EXEMPTION OF WILMOT CONSTRUCTION, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6617]

Also, a proposed ordinance to exempt Wilmot Construction, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities into 1929 North California Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF 2400 -- 2599 W. CHICAGO AVE. AS "KYIV-CHICAGO SISTER CITIES".

[O2012-6620]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 2400 -- 2599 West Chicago Avenue as "Kyiv-Chicago Sister Cities", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 1422 -- 1426 N. MILWAUKEE AVE.

[Or2012-611]

Also, a proposed order authorizing the Commissioners of Buildings, Environment, Fire, the Director of Revenue and the Zoning Administrator to issue all necessary permits, free of charge, for the repair of a parapet wall to the landmark property at 1422 -- 1426 North Milwaukee Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN FIORETTI (2nd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

DBA Garrett Popcorn Shops -- to maintain and use two signs at 27 West Jackson Boulevard;

[O2012-6685]

Kroll's South Loop -- to maintain and use 24 light fixtures adjacent to 1736 South Michigan Avenue;

[O2012-6687]

Roosevelt University -- to maintain and use two signs at 501 -- 509 South Wabash Avenue;

[O2012-6688]

Shurgard Storage Centers, Inc. -- to maintain and use two signs at 947 West Van Buren Street;

[O2012-6689]

Sloopdental, Inc. -- to maintain and use one sign at 1440 South Wabash Avenue;

[O2012-6690]

Snap Finish, 24/7 -- to maintain and use three signs at 1212 South Michigan Avenue; and

[O2012-6691]

Umai -- to construct, install, maintain and use one exhaust duct adjacent to 730 South Clark Street.

[O2012-6693]

Referred -- AMENDMENT OF GRANT OF PRIVILEGE IN PUBLIC WAY FOR METROPOLITAN PIER AND EXPOSITION AUTHORITY.

[O2012-6965]

Also, a proposed ordinance to amend an ordinance passed by the City Council on July 25, 2012 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago,* page 31488, which authorized a grant of privilege to Metropolitan Pier and Exposition Authority, by increasing the dimensions of columns cited in said privlege, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1101 S. CANAL ST.

[Or2012-601]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to All American Sign Co. to install a sign/signboard at 1101 South Canal Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN FIORETTI (2nd Ward)
And OTHERS:

Referred -- COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT URGED TO CONDUCT HEARINGS ON PROPOSED CHANGES BY CHICAGO BOARD OF EDUCATION AND CHICAGO PUBLIC SCHOOLS REGARDING SCHOOL FACILITIES, PROGRAMS AND POLICIES.

[R2012-912]

A proposed resolution, presented by Aldermen Fioretti, Moreno, Dowell, Hairston, Sawyer, Jackson, Beale, Pope, Balcer, Foulkes, Thompson, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Burnett, Ervin, Graham, Reboyras, Waguespack, Sposato, Mitts, Cullerton, M. O'Connor, Smith, Tunney, Arena, Cappleman, Pawar and Moore, urging the Committee on Education and Child Development to conduct public hearings regarding proposed changes by the Chicago Board of Education and the Chicago Public Schools with respect to school openings, closings, consolidations, turnarounds, phase-outs and boundary changes and possible noncompliance with provisions of Public Act 097-0474, which was *Referred to the Committee on Education and Child Development.*

Presented By

ALDERMAN DOWELL (3rd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Continental Liquors -- to maintain and use eight light fixtures adjacent to 1628 West 47th Street;

[O2012-6694]

Elizabeth's Beauty Salon -- to maintain and use one awning at 1640 West 47th Street;

[O2012-6737]

Greater Bethesda Missionary Baptist Church -- to construct, install, maintain and use one staircase adjacent to 109 East 53rd Street;

[O2012-6696]

Landmark Condominium Association -- to maintain and use one staircase adjacent to 1516 South Wabash Avenue;

[O2012-6697]

Walgreens Number 06641 -- to maintain and use four canopies at 1614 West 47th Street; and

[O2012-6643]

1625 South Clark Street LLC -- to construct, install, maintain and use 14 planters adjacent to 1615 South Clark Street.

[O2012-6698]

Referred -- AMENDMENT OF GRANT OF PRIVILEGE IN PUBLIC WAY FOR CONTINENTAL LIQUORS.

[O2012-6894]

Also, a proposed ordinance to amend an ordinance passed by the City Council on July 28, 2010 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago,* page 97747, which authorized a grant of privilege to Continental Liquors, by reducing the compensation amount for said privilege, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNS (4th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Harper Theatre -- to maintain and use one sign at 5238 South Harper Avenue;
[O2012-6699]

Quad Communities Development Corporation -- to construct, install, maintain and use one trash container adjacent to 4303 South Cottage Grove Avenue;
[O2012-6702]

Quad Communities Development Corporation -- to construct, install, maintain and use one trash container adjacent to 4681 South Cottage Grove Avenue;
[O2012-6704]

Quad Communities Development Corporation -- to construct, install, maintain and use one trash container adjacent to 4693 South Cottage Grove Avenue;
[O2012-6705]

Quad Communities Development Corporation -- to construct, install, maintain and use one trash container adjacent to 4908 South Cottage Grove Avenue;
[O2012-6706]

Quad Communities Development Corporation -- to construct, install, maintain and use one trash container adjacent to 5044 South Cottage Grove Avenue;
[O2012-6707]

Quad Communities Development Corporation -- to construct, install, maintain and use one trash container adjacent to 648 East 47th Street;
[O2012-6708]

Quad Communities Development Corporation -- to construct, install, maintain and use one trash container adjacent to 700 East 47th Street; and
[O2012-6710]

Quad Communities Development Corporation -- to construct, install, maintain and use one trash container adjacent to 1360 East 47th Street.
[O2012-6712]

Presented By

ALDERMAN HAIRSTON (4th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Thirteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Jackson Park Highland Association -- to maintain and use one sign at 6700 South Euclid Avenue;

[O2012-6700]

South Shore Chamber, Inc. -- to construct, install, maintain and use one bicycle rack adjacent to 7054 South Jeffery Boulevard;

[O2012-6717]

South Shore Chamber, Inc. -- to construct, install, maintain and use one bicycle rack adjacent to 7131 South Jeffery Boulevard;

[O2012-6718]

South Shore Chamber, Inc. -- to construct, install, maintain and use one bicycle rack adjacent to 6937 South Stony Island Avenue;

[O2012-6719]

South Shore Chamber, Inc. -- to construct, install, maintain and use one bicycle rack adjacent to 7101 South Stony Island Avenue;

[O2012-6720]

South Shore Chamber, Inc. -- to construct, install, maintain and use one bicycle rack adjacent to 1533 East 67th Street;

[O2012-6721]

South Shore Chamber, Inc. -- to construct, install, maintain and use one bicycle rack adjacent to 2325 East 71st Street;

[O2012-6722]

South Shore Chamber, Inc. -- to construct, install, maintain and use one bicycle rack adjacent to 1818 East 71st Street;

[O2012-6724]

South Shore Chamber, Inc. -- to construct, install, maintain and use one bicycle rack adjacent to 1833 East 71st Street;

[O2012-6727]

The University of Chicago -- to maintain and use three bicycle racks adjacent to 1414 East 59th Street (Privilege Number 1102888);

[O2012-6731]

The University of Chicago -- to maintain and use one bicycle rack adjacent to 1414 East 59th Street (Privilege Number 1102890);

[O2012-6729]

The University of Chicago -- to maintain and use slurry walls tie-back anchor lines adjacent to 5807 South Woodlawn Avenue;

[O2012-6735]

The University of Chicago -- to maintain and use one vault adjacent to 5750 South Woodlawn Avenue;

[O2012-6740]

Presented By

ALDERMAN SAWYER (6th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Baba's Steak & Lemonade -- for one sign at 7100 South Michigan Avenue; and

[O2012-6777]

New 79th & Rhodes Currency Exchange, Inc. -- for one sign at 531 East 79th Street.

[O2012-6779]

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 209 -- 217 E. 71ST ST.

[Or2012-605]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Liberty Flags, Banners, Flagpoles, Inc. to install a sign/signboard at 209 -- 217 East 71st Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN JACKSON (7th Ward):

Referred -- EXEMPTION OF PREMIER SCHOLASTIC PRESCHOOL FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6573]

A proposed ordinance to exempt Premier Scholastic Preschool from the physical barrier

requirement pertaining to alley accessibility for the parking facilities for 2540 -- 2542 East 83rd Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Liberty Flags, Banners, Flagpoles, Inc. to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 7903 South Luella Avenue; and

[Or2012-591]

one sign/signboard at 7131 South Yates Avenue.

[Or2012-589]

Presented By

ALDERMAN HARRIS (8th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Advance Auto Parts -- to maintain and use three signs at 8501 South Cottage Grove Avenue;

[O2012-6781]

Chicago Computer Club -- to maintain and use one awning at 1641 East 87th Street;

[O2012-6738]

Le Club -- to maintain and use one sign at 8629 -- 8633 South Cottage Grove Avenue; and

[O2012-6782]

Tailo Rite Clothing Repair Co. -- to maintain and use one sign at 8459 South Cottage Grove Avenue.

[O2012-6783]

Presented By

ALDERMAN BEALE (9th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR GROCERY BASKET.

[O2012-6741]

A proposed ordinance to grant permission and authority to Grocery Basket to maintain and use one awning at 351 East 103rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF ULTIMATE CAR WASH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6591]

Also, a proposed ordinance to exempt Ultimate Car Wash from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 125 East 115th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN POPE (10th Ward):

Referred -- AMENDMENT OF SECTION 9-72-070 OF MUNICIPAL CODE TO INCREASE SPECIAL PERMIT FEES FOR OVERWEIGHT VEHICLES.

[O2012-6622]

A proposed ordinance to amend Title 9, Chapter 72, Section 070 of the Municipal Code of Chicago by increasing the special permit fees for vehicles not in conformity with the size

regulations of the Municipal Code or the wheel and axle load and gross weight provisions of the Illinois Vehicle Code, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Taqueria El Charo de San Francisco -- for one sign at 3655 East 106th Street; and
[O2012-6758]

87th & Commercial Currency Exchange -- for two signs at 8701 South Commercial Avenue.
[O2012-6760]

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Polo Cafe and Catering Bridgeport USA -- to maintain and use one sign at 3322 South Morgan Street; and
[O2012-6762]

VMB Builders, Inc. -- to maintain and use one canopy at 3265 South Archer Avenue.
[O2012-6645]

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 4044 S. HALSTED ST.

[Or2012-594]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Grate Sign to install a sign/signboard at 4044 South Halsted Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN QUINN (13th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Cricket -- to maintain and use one sign at 3954 West 63rd Street; and

[O2012-6769]

El Ranchito Food Market -- to maintain and use one awning at 3900 -- 3904 West 71st Street.

[O2012-6743]

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF CHAPTER 8-26 OF MUNICIPAL CODE OTHERWISE KNOWN AS GUN OFFENDER REGISTRATION ORDINANCE.

[O2012-6603]

Also, a proposed ordinance to amend Chapter 8, Section 26 of the Municipal Code of Chicago, the Gun Offender Registration Ordinance, by expanding definitions to include gun

offenses for violations of specific provisions of the Illinois Criminal Code of 1961 and the Municipal Code of Chicago, and by modifying all other chapter provisions governing gun offender registration and guidelines therefor, which was *Referred to the Committee on Public Safety.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Collision Revision Chicago 38th -- for one sign at 2929 West 38th Street; and
[O2012-6774]

Mariscos El Kora, Inc. -- for one sign at 3016 -- 3018 West 47th Street.
[O2012-6776]

Presented By

ALDERMAN FOULKES (15th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 15.81 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. KEDZIE AVE.
[O2012-6577]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 15.81 to allow the issuance of additional package goods

licenses on South Kedzie Avenue, from West 63rd Street to West 65th Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Capri Garfield Ridge Beauty -- to maintain and use one sign at 2653 West 63rd Street; and
[O2012-6744]

First St. Peter MB Church -- to maintain and use one light fixture adjacent to 5524 South Ashland Avenue.
[O2012-6746]

Presented By

ALDERMAN THOMPSON (16th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY FOR JOE'S FOOD MARKET.

Two proposed ordinances to grant permission and authority to Joe's Food Market for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

to maintain and use three light fixtures adjacent to 1035 West 59th Street; and
[O2012-6751]

to maintain and use one sign at 1035 West 59th Street.
[O2012-6747]

Presented By

ALDERMAN THOMAS (17th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Advance Auto Parts -- to maintain and use one sign at 7650 South Ashland Avenue; and
[O2012-6753]

James McHugh Construction Co. -- to maintain, use and occupy space adjacent to 7600 -- 7660 South Wentworth Avenue.
[O2012-6756]

Presented By

ALDERMAN COCHRAN (20th Ward):

Referred -- EXEMPTION OF DONNA AND JESSICA TERRY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.
[O2012-6574]

A proposed ordinance to exempt Donna and Jessica Terry from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5910 South Michigan Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BROOKINS (21st Ward):

Referred -- AMENDMENT OF SECTION 7-28-785 OF MUNICIPAL CODE TO FURTHER REGULATE COLLECTION BINS.
[O2012-6609]

A proposed ordinance to amend Title 7, Chapter 28, Section 785 of the Municipal Code of Chicago by modifying various provisions regulating collection bins, including definitions,

administration, enforcement, permit conditions and penalties, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Homecraft Construction, Inc. -- to maintain and use one canopy at 9449 South Halsted Street;

[O2012-6653]

South Suburban Mayors and Managers Association -- to construct, install, maintain and use one fiber conduit adjacent to 9821 South Parnell Avenue;

[O2012-6784]

South Suburban Mayors and Managers Association -- to construct, install, maintain and use one fiber conduit adjacent to 9756 South Wentworth Avenue; and

[O2012-6787]

South Suburban Mayors and Managers Association -- to construct, install, maintain and use one fiber conduit adjacent to 1225 West 103rd Street.

[O2012-6790]

Referred -- STANDARDIZATION OF 9700 -- 9800 S. VINCENNES AVE AS "MARY HELEN DAVIS WAY".

[O2012-6590]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 9700 -- 9800 South Vincennes Avenue as "Mary Helen Davis Way", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, four proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

Liberty Flags, Banners, Flagpoles, Inc. -- for one sign/signboard at 1735 -- 1739 West 79th Street;

[Or2012-588]

Signco, Inc. -- for one sign/signboard at 8500 South Holland Road (143 square channel letters);

[Or2012-590]

Signco, Inc. -- for one sign/signboard at 8500 South Holland Road (160 square channel letters); and

[Or2012-592]

Signco, Inc. -- for one sign/signboard at 8500 South Holland Road (249 square channel letters).

[Or2012-593]

Presented By

ALDERMAN MUÑOZ (22nd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Nineteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Law Offices of Teresita Marsal Avila -- to maintain and use one canopy at 2500 South Drake Avenue;

[O2012-6647]

Delar's Unisex Salon -- to maintain and use one sign at 4132 West 26th Street;

[O2012-6802]

Delgado Travel Agency, Inc. -- to maintain and use one sign at 3900 West 26th Street;
[O2012-6813]

El Tamesi Number 2 -- to maintain and use one sign at 4041 West 26th Street;
[O2012-6822]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 2459 South Drake Avenue;
[O2012-6842]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 2501 South Drake Avenue;
[O2012-6853]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 2500 South Homan Avenue;
[O2012-6855]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 2400 South Pulaski Road;
[O2012-6866]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 2434 South Pulaski Road;
[O2012-6870]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 2757 South Pulaski Road;
[O2012-6873]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 2459 South St. Louis Avenue;
[O2012-6880]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 2459 South Trumbull Avenue;
[O2012-6883]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 3220 West 25th Street;
[O2012-6887]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 3549 West 25th Street;
[O2012-6891]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 3924 West 26th Street;

[O2012-6908]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 3927 West 31st Street;

[O2012-6930]

Little Village Chamber of Commerce -- to maintain and use one planter adjacent to 4056 West 31st Street;

[O2012-6934]

Martinez Family Dental P.C. -- to maintain and use one sign at 3915 West 26th Street; and

[O2012-6940]

Otis Properties LLC -- to maintain and use two signs at 3935 West 26th Street.

[O2012-6951]

Referred -- EXEMPTION OF BROKERS 26TH STREET LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6593]

Also, a proposed ordinance to exempt Brokers 26th Street LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3450 West 26th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- REPEAL OF "FRANK EARULLO, JR. PLACE" HONORARY STREET-NAME DESIGNATION AT 3400 -- 3500 S. LAWNDALE AVE.

[O2012-6592]

Also, a proposed ordinance to repeal the ordinance which authorized the standardization of South Lawndale Avenue, from 3400 to 3500, as "Frank Earullo, Jr. Place", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3450 W. 26TH ST.
[Or2012-598]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Icon Identity Solutions to install a sign/signboard at 3450 West 26th Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR CASH AMERICA JEWELRY & LOAN.

[O2012-6810]

A proposed ordinance to grant permission and authority to Cash America Jewelry & Loan to maintain and use two signs at 4556 -- 4558 South Cicero Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Reverend Floyd D. James -- to maintain and use two bay windows adjacent to 622 -- 624 South Independence Boulevard;

[O2012-6833]

Reverend Floyd D. James -- to maintain and use one guardrail adjacent to 622 -- 624 South Independence Boulevard;

[O2012-6846]

Reverend Floyd D. James -- to maintain and use one stairway adjacent to 622 -- 624 South Independence Boulevard;

[O2012-6839]

JTL Food Mart, Inc. -- to maintain and use two security cameras adjacent to 1457 South Kostner Avenue; and

[O2012-6817]

Rothschild Liquors -- to maintain and use three light fixtures adjacent to 3530 West Roosevelt Road.

[O2012-6854]

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- CORRECTION OF MAY 9, 2012 CITY COUNCIL *JOURNAL OF PROCEEDINGS.*

[O2012-6601]

A proposed ordinance to correct the May 9, 2012 *Journal of the Proceedings of the City Council of the City of Chicago* for a zoning reclassification of the area shown on Map Number 15-O (common address: 5700 North Harlem Avenue) (Application Number 17368) printed on pages 27389 through 27403 by inserting two building elevation drawings after page 27400, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

American International Realty -- to maintain and use one facade adjacent to 2334 West Taylor Street;

[O2012-6858]

Chinese American Union Church -- to maintain and use one door swing adjacent to 2263 South Wentworth Avenue;

[O2012-6862]

Cristo Rey Jesuit High School -- to maintain and use two drain tiles adjacent to 1851 West 22nd Place;

[O2012-6865]

John Schmid -- to maintain and use one fire escape adjacent to 2123 South Ashland Avenue;

[O2012-6876]

John Schmid -- to maintain and use three steps adjacent to 2123 South Ashland Avenue; and

[O2012-6872]

Tai Ho Yee Food Co. -- to maintain and use one sign at 2422 South Wentworth Avenue.

[O2012-6884]

Referred -- AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CARANA REALTY GROUP.

Also, two proposed ordinances to amend ordinances which authorized grants of privilege on the public way for Carana Realty Group by canceling the compensation amounts for the privileges specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

bay windows (*Journal of the Proceedings of the City Council of the City of Chicago,* February 15, 2012, page 20709); and

[O2012-6916]

steps (*Journal of the Proceedings of the City Council of the City of Chicago,* February 15, 2012, page 20710).

[O2012-7000]

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2131 S. ARCHER AVE.

[Or2012-570]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Lincoln Services to install a sign/signboard at 2131 South Archer Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN SOLIS (25th Ward) And
ALDERMAN BROOKINS (21st Ward):

Referred -- COMMITTEE ON WORKFORCE DEVELOPMENT AND AUDIT URGED TO CONDUCT HEARING(S) ON CITY HIRING PREFERENCE FOR CHICAGO PUBLIC SCHOOLS HIGH SCHOOL GRADUATES.

[R2012-906]

A proposed resolution urging the Committee on Workforce Development and Audit to conduct hearing(s) on the City hiring preference for Chicago Public Schools high school graduates, and the potential benefits such scheme might bring about, which was *Referred to the Committee on Workforce Development and Audit.*

Presented By

ALDERMAN MALDONADO (26th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

San Juan Bakery -- to maintain and use one awning at 3335 West North Avenue;

[O2012-6745]

South Central Bank -- to maintain and use one sign at 1959 West Grand Avenue (Privilege Number 1101792);

[O2012-6809]

South Central Bank -- to maintain and use one sign at 1959 West Grand Avenue (Privilege Number 1102666);

[O2012-6807]

Tianguis Fresh Foods -- to maintain and use three light fixtures adjacent to 3552 West Armitage Avenue; and

[O2012-7105]

1506 West Grand Condominium Association -- to maintain and use one planter adjacent to 1506 West Grand Avenue.

[O2012-6820]

Referred -- STANDARDIZATION OF 2600 -- 2799 W. CHICAGO AVE AS "KYIV-CHICAGO SISTER CITIES".

[O2012-6605]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 2600 -- 2799 West Chicago Avenue as "Kyiv-Chicago Sister Cities", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 27.394 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. HALSTED ST.

[O2012-6578]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 27.394 which restricted the issuance of additional package goods licenses on North Halsted Street, from West Hubbard Street to West Ohio Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, 17 proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Alhambra Palace Restaurant -- to maintain and use four security cameras adjacent to 1240 West Randolph Street;

[O2012-6821]

Allure Nail Spa -- to maintain and use one sign at 915 West Washington Boulevard;

[O2012-6823]

American Chartered Bank -- to maintain and use two planters adjacent to 1020 West Randolph Street;

[O2012-6826]

Chicago-Ashland Discount, Inc. -- to maintain and use one sign at 1553 West Chicago Avenue;

[O2012-6829]

GEB -- to maintain and use two signs at 841 West Randolph Street;

[O2012-6831]

Madison Aberdeen Partners LLC -- to construct, install, maintain and use 11 balconies adjacent to 3 North Aberdeen Street;

[O2012-6834]

Madison Aberdeen Partners LLC -- to construct, install, maintain and use four balconies adjacent to 4 North Aberdeen Street;

[O2012-6844]

Madison Aberdeen Partners LLC -- to construct, install, maintain and use 16 balconies adjacent to 20 -- 22 North Aberdeen Street;

[O2012-6871]

Martin Sexton -- to maintain and use one awning at 858 North Orleans Street;

[O2012-6749]

Martin Sexton -- to maintain and use three bay windows adjacent to 858 North Orleans Street;

[O2012-6875]

Martin Sexton -- to maintain and use one fence adjacent to 858 North Orleans Street;

[O2012-6879]

Martin Sexton -- to maintain and use one step adjacent to 858 North Orleans Street;

[O2012-6888]

New Zaika Restaurant, Inc. -- to maintain and use one sign at 1316 North Clybourn Avenue;

[O2012-6890]

Ogden Partners -- to maintain and use one awning at 1621 West Carroll Avenue;
[O2012-6752]

Red Sky Capital LLC -- to maintain and use one bay window adjacent to 1140 West Madison Street;
[O2012-6892]

Vivo Restaurant -- to maintain and use three planters adjacent to 838 West Randolph Street; and
[O2012-6897]

Zechman Supply -- to maintain and use one sign at 430 North Damen Avenue.
[O2012-6901]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 300 N. ELIZABETH ST.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to White Way Sign to install signs/signboards at 300 North Elizabeth Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard measuring 171 square feet; and
[Or2012-607]

one sign/signboard measuring 250 square feet.
[Or2012-608]

Presented By

ALDERMAN ERVIN (28th Ward):

Referred -- EXTENSION OF LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES CONTRACT WITH A SAFE HAVEN FOUNDATION.
[O2012-6599]

A proposed ordinance authorizing the Purchasing Agent to extend the landscape maintenance and ancillary services contract with A Safe Haven Foundation, subject to the availability of funds, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF W. CERMAK RD.

[O2012-6598]

A proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by adding new subsections 022 (28.42), (28.43), 023 (28.46) and (28.47) to disallow the issuance of additional alcoholic liquor and package goods licenses, respectively, on portions of West Cermak Road, from South Western Avenue to South Rockwell Avenue; and from South Rockwell Avenue to South California Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN GRAHAM (29th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR LA LUNA NO. 2.

[O2012-6902]

A proposed ordinance to grant permission and authority to La Luna Number 2 to maintain and use two signs at 6209 West Diversey Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chinese Chef's Kitchen, Inc. -- for one sign at 2637 North Central Avenue;

[O2012-6906]

Diversey & Austin Liquor Store -- for one sign at 5952 West Diversey Avenue; and
[O2012-6910]

Nicole's Furniture, Inc. -- for one sign at 3101 North Central Avenue.
[O2012-6913]

Referred -- EXEMPTION OF SARGON RASHO FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6607]

Also, a proposed ordinance to exempt Sargon Rasho from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3501 North Milwaukee Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5129 W. BELMONT AVE.

[Or2012-606]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Signco, Inc. to install a sign/signboard at 5129 West Belmont Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

MG International -- for two signs at 4358 West Fullerton Avenue;

[O2012-6918]

Smith Ortiz P.C. -- for one sign at 4309 West Fullerton Avenue; and

[O2012-6920]

Value Auto Mart, Inc. -- for two signs at 2737 North Cicero Avenue.

[O2012-6924]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Signco, Inc. to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 5129 West Belmont Avenue; and

[Or2012-600]

one sign/signboard at 3120 North Pulaski Road.

[Or2012-599]

Presented By

ALDERMAN WAGUESPACK (32nd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Twelve proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Absinthe Cafe -- to maintain and use two signs at 1954 -- 1958 West North Avenue;

[O2012-6928]

Bucktown Fitness Club -- to maintain and use one sign at 2100 West North Avenue;

[O2012-6933]

Cathryn Burns -- to maintain and use two planters adjacent to 1701 West Melrose Street;
[O2012-6938]

Chicago Antique Center -- to maintain and use one sign at 3036 North Lincoln Avenue;
[O2012-6941]

Express Cleaners -- to maintain and use one sign at 1850 West North Avenue;
[O2012-6944]

Holstein Park Condominium Association -- to maintain and use one flood control adjacent to 2241 North Oakley Avenue;
[O2012-6949]

Lakeside Bank -- to maintain and use one sign at 2800 North Ashland Avenue;
[O2012-6953]

Lincoln Park's Noodle House -- to maintain and use one sign at 2428 North Ashland Avenue;
[O2012-6956]

North Avenue Collection LLC -- to maintain and use six planters adjacent to 939 West North Avenue;
[O2012-6959]

Salon V -- to maintain and use three light fixtures adjacent to 1007 West Webster Avenue;
[O2012-6963]

Spray of Sunshine -- to construct, install, maintain and use one awning at 1647 North Clybourn Avenue; and
[O2012-6754]

The Tavern -- to maintain and use one sign at 1954 -- 1958 West North Avenue.
[O2012-6968]

Referred -- AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY FOR RED EYE EYEWEAR.

Also, two proposed ordinances to amend ordinances which authorized grants of privilege on the public way for Red Eye Eyewear adjacent to 1869 North Damen Avenue by changing the business address: "1869 North Damen Avenue" to "1867 -- 1869 North Damen Avenue" for the privilege numbers specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Privilege Number 1101834 (*Journal of the Proceedings of the City Council of the City of Chicago* of July 25, 2012, page 31503); and

[O2012-7022]

Privilege Number 1092960 (*Journal of the Proceedings of the City Council of the City of Chicago* of November 10, 2010, page 104806).

[O2012-7020]

Referred -- AMENDMENT OF SECTION 17-3-503-D OF MUNICIPAL CODE TO CLASSIFY SEGMENT OF N. LINCOLN AVE. AS PEDESTRIAN RETAIL STREET.

[O2012-6606]

Also, a proposed ordinance to amend Title 17, Chapter 3, Section 503-D of the Municipal Code of Chicago by classifying that segment of North Lincoln Avenue, from West Roscoe Street (3400N) to West Berteau Avenue (4200N), as a pedestrian retail street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Six proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Elston Ace Hardware/The Rental Center -- 2829 West Belmont Avenue;

[O2012-6582]

Elston Ave Hardware/The Rental Center -- 2841 West Belmont Avenue;

[O2012-6580]

Halloween Warehouse -- 2829 West Belmont Avenue;

[O2012-6584]

Halloween Warehouse -- 2841 West Belmont Avenue;

[O2012-6583]

Midwest Bancard Corp. -- 3360 North Elston Avenue; and

[O2012-6586]

Qualtex Corp. -- 3360 North Elston Avenue.

[O2012-6585]

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Original Halsted Maxwell Street Polish -- to maintain and use one sign at 11658 South Halsted Street;

[O2012-6980]

Royal Castle Motel -- to maintain and use one sign at 45 West 103rd Street;

[O2012-6985]

South Suburban Mayors & Managers Association -- to construct, install, maintain and use one fiber conduit adjacent to 1207 West 107th Street;

[O2012-6989]

South Suburban Mayors & Managers Association -- to construct, install, maintain and use one fiber conduit adjacent to 1462 West 111th Street;

[O2012-6990]

South Suburban Mayors & Managers Association -- to construct, install, maintain and use one fiber conduit adjacent to 1504 West 112th Street;

[O2012-6992]

South Suburban Mayors & Managers Association -- to construct, install, maintain and use one fiber conduit adjacent to 1557 West 115th Street; and

[O2012-6994]

South Suburban Mayors & Managers Association -- to construct, install, maintain and use one fiber conduit adjacent to 1544 West 119th Street.

[O2012-6996]

Presented By

ALDERMAN COLÓN (35th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Delgado Travel Agency, Inc. -- to maintain and use one awning at 3807 West Fullerton Avenue;

[O2012-6755]

Flour and Bones -- to construct, install, maintain and use three awnings at 2955 -- 2957 West Diversey Avenue; and

[O2012-6757]

La Mexicana Bakery Cafe Number 2 -- to maintain and use one sign at 2919 North Milwaukee Avenue.

[O2012-6986]

Referred -- AMENDMENT OF GRANT OF PRIVILEGE FOR TRINIKORP MARKET SERVICE, INC.

[O2012-7005]

Also, a proposed ordinance to amend an ordinance passed by the City Council on July 25, 2012 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago,* page 31565, which authorized a grant of privilege to Trinikorp Market Service, Inc. for a canopy

at 2708 South California Avenue, by changing the street direction from "South California Avenue" to "North California Avenue" for said privilege, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

Awning USA -- for one sign/signboard at 2529 North Milwaukee Avenue; and
[Or2012-597]

Doyle Signs, Inc. -- for one sign/signboard at 3302 West Belmont Avenue.
[Or2012-596]

Presented By

ALDERMAN SPOSATO (36th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Belmont Austin Hair Salon -- for one sign at 6011 West Belmont Avenue; and
[O2012-6993]

Expert Real Estate, Inc. -- for one sign at 6309 West Belmont Avenue.
[O2012-6995]

Presented By

ALDERMAN MITTS (37th Ward)
And OTHERS:

Referred -- COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT URGED TO HOLD HEARING ON CHILD ABUSE AND NEGLECT.

[R2012-909]

A proposed resolution, presented by Aldermen Mitts, Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, Brookins, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Saurez, Mell, Austin, Colón, Sposato, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Cappleman, Pawar, Osterman and Silverstein, calling on the Committee on Education and Child Development to hold a hearing on effective methods of identifying, reporting, investigating and preventing child abuse and neglect and further, to invite the Director of the Department of Children and Family Services, Richard H. Calica, and the Commissioner of Family and Support Services, Evelyn Diaz, to provide information regarding their agencies' efforts in this area, which was *Referred to the Committee on Education and Child Development.*

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

A & G Fresh Market, Inc. -- for one sign at 5630 West Belmont Avenue; and

[O2012-6997]

U.S. Wireless, Inc. -- for one sign at 5603 West Irving Park Road.

[O2012-6999]

Referred -- EXEMPTION OF YOUTH OUTREACH SERVICES FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6588]

Also, a proposed ordinance to exempt Youth Outreach Services from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 6411 -- 6417 West Irving Park Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR MAYFAIR MARKET.

[O2012-6759]

A proposed ordinance to grant permission and authority to Mayfair Market to maintain and use five awnings at 4728 North Pulaski Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN P. O'CONNOR (40th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Cash Exchange -- to maintain and use two light fixtures adjacent to 1236 West Devon Avenue;

[O2012-7001]

Chicago Gold Gallery -- to maintain and use two light fixtures adjacent to 1236 West Devon Avenue;

[O2012-7007]

Genesis Computer Corporation -- to maintain and use one sign at 6513 -- 6515 North Clark Street; and

[O2012-7010]

Target Corporation -- to maintain and use one canopy at 2112 West Peterson Avenue.

[O2012-6654]

Referred -- EXEMPTION OF MCO MOTORCARS, INC./MARTIN OKPALA FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6575]

Also, a proposed ordinance to exempt MCO Motorcars, Inc./Martin Okpala from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 5544 North Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN P. O'CONNOR (40th Ward),
ALDERMAN BURKE (14th Ward),
ALDERMAN SMITH (43rd Ward),
And OTHERS:

Referred -- AMENDMENT OF TITLES 1 AND 2 OF MUNICIPAL CODE BY MODIFYING SECTION 1-4-090 AND ADDING NEW SECTION 2-8-160 CONCERNING ANALYSIS OF FISCAL IMPACT OF COLLECTIVE BARGAINING AGREEMENTS ON PENSION FUNDS.

[O2012-6626]

A proposed ordinance, presented by Aldermen P. O'Connor, Burke, Smith, Fioretti, Dowell, Pope, Balcer, Thomas, Burnett, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Mitts, Cullerton, Laurino, Reilly, Tunney, Cappleman, Pawar, Osterman, Moore and Silverstein, to amend Chapter 1-4 of the Municipal Code of Chicago by including a definition of the term "Chief Financial Officer" within Definitions For Code Provisions under Section 1-4-090 and amend Chapter 2-8 by adding new Section 2-8-160 to authorize the Chief Financial Officer, in conjunction with the Budget Director, to prepare an analysis of the fiscal impact of the terms of

all ordinances or resolutions which seek to approve, ratify or otherwise adopt a collective bargaining agreement on any relevant pension fund and to be provided to the aldermen at least 72 hours prior to the consideration of such ordinance or resolution by the City Council, which was *Referred to the Committee on Workforce Development and Audit.*

Presented By

ALDERMAN M. O'CONNOR (41st Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR CUMBERLAND CENTRE LLC.

[O2012-7018]

A proposed ordinance to grant permission and authority to Cumberland Centre LLC to maintain and use two lawn sprinkler systems adjacent to 5450 North Cumberland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF N. OLYMPIA AVE. AS "HONORARY PHYLLIS D. SMITH WAY".

[O2012-6572]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the 6700 block of North Olympia Avenue, between North Onarga Avenue and North Oketo Avenue, as "Honorary Phyllis D. Smith Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN REILLY (42nd Ward):

Rules Suspended -- DECLARATION OF OCTOBER 11, 2012 AS "WENDELLA CHICAGO WATER TAXI DAY" IN CHICAGO IN RECOGNITION OF THEIR 50TH ANNIVERSARY.

[R2012-916]

A proposed resolution reading as follows:

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

WHEREAS, The Wendella Sightseeing Company, now a fourth generation family business, was first founded in 1935 by Swedish immigrant Albert Borgstrom; and

WHEREAS, Wendella has been a fixture on the Chicago River and at its dock at the Michigan Avenue Bridge at the foot of the Wrigley Building since 1935; and

WHEREAS, In 1962, Wendella started a rush hour only commuter service known as the Wendella Commuter Cruiser between Michigan Avenue and the Northwestern and Union Train Stations, the nation's first intra-city water transportation system. The service is now known as the Chicago Water Taxi. The goal of the service has always been to get people out of their cars by providing a fast, convenient and economical way to get around downtown Chicago; and

WHEREAS, In 1963, the Wendella Commuter Cruiser accepted a challenge to a rush-hour race from Michigan Avenue to Northwestern Station against a CTA bus and a Yellow Taxi, and won; and

WHEREAS, Since its launch in 1962, Wendella's Chicago Water Taxi has safely transported millions of rail commuters. Wendella's Chicago Water Taxi currently operates 12 hours a day, seven days a week with stops at the magnificent Mile (400 North Michigan Avenue), Reid-Murdoch Center (325 North LaSalle Street), Ogilvie Transportation Center (2 North Riverside Plaza) and Chinatown (Ping Tom Memorial Park); and

WHEREAS, In 2001, the Chicago Area Transportation Study (CATS) recognized the significance of the intermodal link that Wendella's Chicago Water Taxi service provides and recommended the service for inclusion in the Federal Government's Congestion Mitigation and Air Quality Improvement Program (CMAQ); and

WHEREAS, Over the years, Wendella's Chicago Water Taxi captains and crew have saved over 50 lives of individuals who needed rescuing form the Chicago River; and

WHEREAS, Wendella was recognized by the Passenger Vessel Association with a national safety award in 2003 for four separate rescues in one day; and

WHEREAS, Wendella and Chicago Water Taxi continue to assist worthy charities in the City of Chicago in their efforts by donating time, expertise and free or discounted tickets and vessels for fund-raising events. While Wendella and Chicago Water Taxi focus their efforts on organizations that provide a direct benefit to children, any and all organizations are eligible for inclusion in this program. Throughout the years, Wendella and Chicago Water Taxi have helped and worked with the Chicago Public Schools, Chicago Symphony Orchestra, Greater Chicago Food Depository, Helmets to Hardhats and the Special Olympics, just to name a few; and

WHEREAS, An official celebration to commemorate the 50th Anniversary of Wendella Chicago Water Taxi's is scheduled for Thursday, October 11, 2012; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this third day of October 2012, fifty years from the boarding of the first Wendella Chicago Water Taxi service, do hereby officially recognize this important anniversary and declare October 11, 2012, "Wendella Chicago Taxi Day" in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Wendella Sightseeing Company.

Alderman Reilly moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for immediate consideration of and action upon the foregoing resolution. The motion *Prevailed.*

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, 57 proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Atrium Mall -- to maintain and use one grease basin adjacent to 100 West Randolph Street; [O2012-6824]

The Boeing Company, Inc. -- to maintain and use two signs at 100 North Riverside Plaza;
[O2012-6836]

Citibank, N.A. -- to maintain and use two signs at 180 North Michigan Avenue;
[O2012-6847]

Cityview Condominium Association -- to maintain and use one canopy at 440 North McClurg Court;
[O2012-6656]

Club Lago -- to maintain and use 11 planters adjacent to 331 West Superior Street;
[O2012-6850]

Dana Hotel and Spa -- to construct, install, maintain and use one canopy at 2 West Erie Street;
[O2012-6657]

Epic Burger, Inc. -- to maintain and use two light fixtures adjacent to 40 East Pearson Street;
[O2012-6856]

Epic Burger, Inc. -- to maintain and use two signs at 407 North Clark Street;
[O2012-6859]

Erie LaSalle Body Shop -- to maintain and use one sign at 146 West Erie Street;
[O2012-6860]

The Fordham Condominium -- to maintain and use 16 awnings at 25 East Superior Street;
[O2012-6765]

Forty East Delaware Condominium Association -- to maintain and use one awning at 40 East Delaware Place;
[O2012-6771]

Go Roma Italian Kitchen -- to maintain and use one sign at 848 North State Street;
[O2012-6867]

Great Clips -- to maintain and use one sign at 10 West Ohio Street;
[O2012-6869]

Hard Rock Hotel -- to maintain and use one canopy at 230 North Michigan Avenue;
[O2012-6658]

Hugo's Frog Bar -- to construct, install, maintain and use two security cameras adjacent to 1024 North Rush Street;
[O2012-6882]

Kesh Foods -- to maintain and use two signs at 866 North State Street;

[O2012-6885]

Lake Oak Properties, L.P., in care of The Lelyn Group, Inc. -- to maintain and use one facade adjacent to 114 East Oak Street;

[O2012-6907]

Laz Parking -- to maintain and use one sign at 301 East North Water Street;

[O2012-6909]

Louis 1888 -- to maintain and use one bay window adjacent to 111 West Hubbard Street;

[O2012-6914]

Marshalls Number 690 -- to maintain and use three signs at 600 North Michigan Avenue;

[O2012-6939]

Miller's Pub & Restaurant -- to maintain and use two signs at 134 South Wabash Avenue;

[O2012-6942]

MPA Onterie Center -- to maintain and use one sign at 441 East Erie Street;

[O2012-6937]

MPA Onterie Center LLC -- to maintain and use one sign at 446 East Ontario Street;

[O2012-6932]

MPA Onterie Center LLC -- to maintain and use one sign at 448 East Ontario Street;

[O2012-6935]

Nail 2NE1 Spa -- to construct, install, maintain and use one awning at 180 North Jefferson Street;

[O2012-6773]

North Bank -- to maintain and use one clock adjacent to 70 West Hubbard Street;

[O2012-6954]

Northwestern Memorial Hospital -- to construct, install, maintain and use one foundation support/foundation slab adjacent to 259 East Erie Street;

[O2012-6960]

Northwestern Memorial Hospital (Cafeteria -- 2nd) -- to maintain and use one manhole adjacent to 251 East Huron Street;

[O2012-6957]

Northwestern University -- to maintain and use one tunnel adjacent to 840 North Lake Shore Drive;

[O2012-6962]

P.F. Chang China Bistro -- to maintain and use two signs at 530 North Wabash Avenue;
[O2012-6970]

Park Hyatt Water Tower Associates -- to maintain and use two bay windows adjacent to 800 North Michigan Avenue;
[O2012-6976]

Park Hyatt Water Tower Associates -- to maintain and use 20 caissons adjacent to 800 North Michigan Avenue;
[O2012-6979]

Park Hyatt Water Tower Associates -- to maintain and use two canopies at 800 North Michigan Avenue;
[O2012-6666]

Park Hyatt Water Tower Associates -- to maintain and use three grease basins adjacent to 800 North Michigan Avenue;
[O2012-6981]

Park Hyatt Water Tower Associates -- to maintain and use two grease separators adjacent to 800 North Michigan Avenue;
[O2012-6984]

Park Hyatt Water Tower Associates -- to maintain and use nine planters adjacent to 800 North Michigan Avenue;
[O2012-6987]

Park Hyatt Water Tower Associates -- to maintain and use two vaults adjacent to 800 North Michigan Avenue;
[O2012-6988]

Pizano's Pizza & Pasta Express -- to construct, install, maintain and use four awnings at 800 North Dearborn Street;
[O2012-6785]

Portillo's Hot Dogs, Inc. -- to maintain and use one security camera adjacent to 100 West Ontario Street;
[O2012-6991]

Rainforest Cafe -- to maintain and use three fences adjacent to 605 North Clark Street;
[O2012-7003]

Rainforest Cafe -- to maintain and use one light pole adjacent to 605 North Clark Street;
[O2012-7006]

River View Condominium Association -- to maintain and use one building projection adjacent to 415 East North Water Street;

[O2012-7012]

Riverview Condominium -- to maintain and use 10 caissons adjacent to 445 East North Water Street;

[O2012-7008]

Saks Fifth Avenue -- to maintain and use nine awnings at 700 North Michigan Avenue;

[O2012-6788]

Sunstone Saint Clair LLC -- to maintain and use four signs at 633 North St. Clair Street;

[O2012-7015]

Thompson Building LLC -- to maintain and use one canopy at 350 North Clark Street;

[O2012-6660]

Thompson Building LLC -- to construct, install, maintain and use one staircase adjacent to 340 North Clark Street;

[O2012-7017]

U.S. Equities Asset Management -- to maintain and use one staircase adjacent to 600 West Fulton Street;

[O2012-7024]

Virgin Hotel Chicago -- to construct, install, maintain and use two awnings at 203 North Wabash Avenue;

[O2012-6791]

Virgin Hotel Chicago -- to construct, install, maintain and use one canopy at 203 North Wabash Avenue;

[O2012-6663]

Virgin Hotel Chicago -- to construct, install, maintain and use one light fixture adjacent to 203 North Wabash Avenue;

[O2012-7030]

Virgin Hotel Chicago -- to construct, install, maintain and use one ventilation well/air grate adjacent to 203 North Wabash Avenue;

[O2012-7032]

WLS Television, Inc. -- to maintain and use one security guard booth adjacent to 190 North State Street;

[O2012-7042]

55 East Monroe Investor IV LLC -- to maintain and use 15 bicycle racks adjacent to 105 -- 151 South Wabash Avenue;

[O2012-7047]

116-120 Chestnut Properties LLC -- to maintain and use three stairways adjacent to 116 -- 120 West Chestnut Street;

[O2012-7054]

212 West Washington Condominium Associates -- to maintain and use one flagpole adjacent to 212 West Washington Street; and

[O2012-7056]

212 West Washington Condominium Associates -- to maintain and use two light fixtures adjacent to 212 West Washington Street.

[O2012-7055]

Referred -- AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, three proposed ordinances to amend ordinances which authorized grants of privilege on the public way to the applicants listed, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Glamour Closet (*Journal of the Proceedings of the City Council of the City of Chicago*, July 25, 2012, page 31463) -- by modifying the street address for said privilege from "440 North Wells Street" to "444 North Wells Street";

[O2012-6903]

Northwestern Memorial Hospital (*Journal of the Proceedings of the City Council of the City of Chicago*, January 18, 2012, page 19375) -- by modifying the compensation amount for said privilege; and

[O2012-6915]

Northwestern Memorial Hospital (*Journal of the Proceedings of the City Council of the City of Chicago*, January 18, 2012, page 19377) -- by modifying the compensation amount for said privilege.

[O2012-6896]

Referred -- REPEAL OF TAXICAB STAND ON PORTION OF E. WALTON ST.
[O2012-6677]

Also, a proposed ordinance to repeal a previously passed ordinance which established a taxicab stand on the south curb of 163 -- 199 East Walton Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, three proposed orders directing the Commissioner of Buildings to issue permits to Olympic Signs, Inc. to install signs/signboards at 530 North Wabash Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard measuring 105 square feet (Application Number 100454475);
[Or2012-613]

one sign/signboard measuring 105 square feet (Application Number 100459684); and
[Or2012-614]

one sign/signboard measuring 119 square feet (Application Number 100454478).
[Or2012-620]

Referred -- SUPPORT OF FEDERAL TRADE COMMISSION'S "WE DON'T SERVE TEENS" CAMPAIGN INITIATIVE TO COMBAT UNDERAGE DRINKING.
[R2012-911]

Also, a proposed resolution commending the Federal Trade Commission for launching its 2012 "We Don't Serve Teens" consumer education campaign aimed at raising awareness among parents, educators and other adults of the hazards of underage drinking and the City of Chicago businesses of Crown Imports, Chicago beer distributors and Chicago alcoholic beverage retailers for their ongoing support of such initiative, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN REILLY (42nd Ward) And ALDERMAN BURNETT (27th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 27.193 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. RANDOLPH ST.

[O2012-6611]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 27.193 which restricted the issuance of additional package goods licenses on West Randolph Street, from the north branch of the Chicago River to North Halsted Street, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN SMITH (43rd Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 43.64 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. ARMITAGE AVE.

[O2012-6610]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding new subsection 43.64 to disallow the issuance of additional package goods licenses on the north side of West Armitage Avenue, from North Halsted Street to North Fremont Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Burton Place Condominium Association -- to maintain and use two canopies at 1500 -- 1508 North LaSalle Drive;

[O2012-6670]

John Barleycorn Memorial Pub -- to maintain and use 11 planters adjacent to 658 West Belden Avenue;

[O2012-7011]

Orso's Restaurant -- to maintain and use 10 light fixtures adjacent to 1401 North Wells Street;

[O2012-7013]

Pizza Capri -- to maintain and use one canopy at 1733 North Halsted Street;

[O2012-6673]

Public Chicago -- to construct, install, maintain and use two manholes adjacent to 1301 North State Street;

[O2012-7057]

Sapori -- to maintain and use four light fixtures adjacent to 2701 North Halsted Street; and

[O2012-7014]

Tremaine Atkinson Revocable Trust -- to construct, install, maintain and use one ice melt system adjacent to 2054 North Clifton Avenue.

[O2012-7016]

Referred -- AMENDMENT OF GRANT OF PRIVILEGE FOR XANAZU, INC.

[O2012-6863]

Also, a proposed ordinance to amend an ordinance passed by the City Council on September 8, 2010 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 99407, which authorized a grant of privilege to Xanazu, Inc. for a facade adjacent to 2465 North Geneva Terrace, by changing the name of the applicant from "Xanazu, Inc." to "Chatgris LLC" for said privilege, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTIONS OF N. ASTOR ST. AND W. SCHILLER ST. AS "DOMINIC DI FRISCO WAY".

[O2012-6616]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the southeast corner of North Astor Street and

West Schiller Street, facing east/west and pointing north, as "Dominic DiFrisco Way", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2701 N. HALSTED ST.
[Or2012-612]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Lamar Advertising to install a sign/signboard at 2701 North Halsted Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Seventeen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

BB Bun Mi Express -- to construct, install, maintain and use one awning at 3409 North Broadway;

[O2012-6793]

Central Lake View Merchants -- to construct, install, maintain and use one planter adjacent to 3922 North Sheridan Road;

[O2012-7021]

Digits Nail Spa PC -- to maintain and use one awning at 3704 North Southport Avenue;
[O2012-6795]

Forever Yogurt -- to maintain and use one sign at 931 West Belmont Avenue;
[O2012-7023]

Fusion Hair Studio -- to construct, install, maintain and use one awning at 3353 North Clark Street;

[O2012-6796]

Goran Coban, Ltd. -- to maintain and use one sign at 936 West Diversey Parkway;
[O2012-7033]

Harbor House Condominium Association -- to construct, install, maintain and use four fences adjacent to 3200 North Lake Shore Drive;
[O2012-7026]

Lakeview Chamber of Commerce -- to construct, install, maintain and use one bicycle rack adjacent to 3420 North Southport Avenue;
[O2012-7052]

Lakeview Chamber of Commerce -- to construct, install, maintain and use one bicycle rack adjacent to 3500 North Southport Avenue;
[O2012-7043]

Lakeview Chamber of Commerce -- to construct, install, maintain and use one bicycle rack adjacent to 3657 North Southport Avenue;
[O2012-7048]

Last Bay Beer Company LLC -- to construct, install, maintain and use one light fixture adjacent to 3155 North Broadway;
[O2012-7027]

Metro -- to maintain and use two vaults adjacent to 3730 North Clark Street;
[O2012-7028]

Native Foods Cafe -- to maintain and use two signs at 1023 West Belmont Avenue;
[O2012-7029]

Potbelly Sandwich Works LLC -- to maintain and use one sign at 3424 North Southport Avenue;
[O2012-7035]

Trace -- to maintain and use 10 light fixtures adjacent to 3714 North Clark Street;
[O2012-7038]

Uncommon Ground -- to maintain and use five light fixtures adjacent to 3800 North Clark Street; and
[O2012-7059]

Uncommon Ground -- to maintain and use two security cameras adjacent to 3800 North Clark Street.
[O2012-7058]

Referred -- EXEMPTION OF DLS PROPERTIES LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6619]

Also, a proposed ordinance to exempt DLS Properties LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 841 West Fletcher Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ARENA (45th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR ILLINOIS HOME IMPROVEMENT CORPORATION.

[O2012-7034]

A proposed ordinance to grant permission and authority to Illinois Home Improvement Corporation to maintain and use one sign at 5216 -- 5218 North Elston Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- SUPPORT OF CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 5353 N. ELSTON AVE.

[R2012-910]

Also, a proposed resolution recommending the property at 5353 North Elston Avenue for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic, Capital and Technology Development.*

Presented By

**ALDERMAN ARENA (45th Ward),
ALDERMAN BALCER (11th Ward),
And OTHERS:**

Referred -- AMENDMENT OF TITLE 1 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 1-17 REGARDING OVERSEAS AND MILITARY ABSENTEE VOTING IN CHICAGO MUNICIPAL ELECTIONS.

[C2012-6632]

A proposed ordinance, presented by Aldermen Arena, Balcer, Moreno, Fioretti, Hairston, Sawyer, Beale, Pope, Burke, Foulkes, Thompson, Lane, O'Shea, Muñoz, Reboyras, Waguespack, Moll, Sposato, Colleton, Laurino, M. O'Connor, Cappleman, Pawar, Osterman and Moore, to amend Title 1 of the Municipal Code of Chicago by adding new Chapter 1-17 to enact ranked ballots for overseas and military absentee voting in Chicago municipal elections, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN PAWAR (47th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Budackis Drive-in Hot Dogs -- to maintain and use one sign at 4739 North Damen Avenue:

[O2012-7041]

Celtic Crown -- to maintain and use eight light fixtures adjacent to 4301 North Western Avenue;

[O2012-7044]

Charotte Kawa -- to maintain and use one planter adjacent to 2525 West Leland Avenue;
[O2012-7049]

The Linn Condominium Association -- to maintain and use one flood control adjacent to 3910 North Wolcott Avenue;
[O2012-7061]

Magnum Insurance -- to construct, install, maintain and use one awning at 4259 North Western Avenue; and
[O2012-6798]

Mobil -- to maintain and use one sign at 4638 North Damen Avenue.
[O2012-7062]

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2630 W. BRADLEY PL.
[Or2012-595]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Parvin-Clauss Sign Co. to install a sign/signboard at 2630 West Bradley Place, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN OSTERMAN (48th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR LAKESIDE INTERNATIONAL AUTO SERVICE, INC.
[O2012-7037]

A proposed ordinance to grant permission and authority to Lakeside International Auto Service, Inc. to maintain and use one sign at 5407 North Broadway, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF WINTHROP HOUSE LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2012-6576]

Also, a proposed ordinance to exempt Winthrop House LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 5411 North Winthrop Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SILVERSTEIN (50th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

City Fresh Market -- to maintain and use five planters adjacent to 3201 West Devon Avenue;
[O2012-7040]

Sabri Nihari Restaurant -- to maintain and use four signs at 2500 West Devon Avenue; and
[O2012-7045]

Via Veneto -- to maintain and use one sign at 6340 North Lincoln Avenue.
[O2012-7051]

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 6103 N. LINCOLN AVE.

[Or2012-587]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Modern Signs, Inc. to install a sign/signboard at 6103 North Lincoln Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN FIORETTI (2nd Ward):

[O2012-7096]

Davis, Ronald T.

Toland, Wendall F.

BY ALDERMAN SOLIS (25th Ward):

[O2012-7097]

Chan, Kam

Chan, Menacita

Noonan, Edward

Stevens, Susan

BY ALDERMAN BURNETT (27th Ward):

[O2012-7098]

Simpson, Charlie

BY ALDERMAN M. O'CONNOR (41st Ward):

[O2012-7099]

Chlebicki, Nancy J.

Keegan, James

Takuski, Lidia Josephine

BY ALDERMAN REILLY (42nd Ward):

[O2012-7100]

Marks, Richard

Palumbo, Jack

Russell, Ryan

Sugarman, Bernice

BY ALDERMAN CAPPLEMAN (46th Ward):

[O2012-7101]

Amando, Charles A.

Browing, Marcia

Fernandez, Jose R.

Hernandez, Hector

Kahan, Lois M.

Krause, Roger M.

Lopez, Ines

Markwardt, Frances J.

Quiles, Ana M.

Quimby, Joyce S.

Rivera, Raymond C.

Saltzman, Bonnie L.

Taylor, Donna Biknis

Yelandi, Veerainder

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (September 12, 2012)

The Honorable Susana Mendoza, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, September 12, 2012 at 10:00 A.M., signed by her as such City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Rahm Emanuel, Mayor, called the City Council's attention to the presence of the following visitors:

Police Lieutenant Robert H. Stasch, Star Number 187; Police Sergeant William B. Neja, Star Number 1990, accompanied by his wife, Sena and son, Robert; Police Officer Elizabeth A. Joyce, Star Number 9871, accompanied by her brother, the Honorable Judge Timothy Joyce; mother, Elizabeth Joyce; and sister, Maura Joyce; Marine Officer Edmund A. Echeverria, Star Number 16665, accompanied by his wife, Marylou; daughters, Brianna, Marilyn, Elizabeth and Camryn; mother, Maria Guadalupe; and Commanding Officer Lieutenant Erroll Davis;

Firefighter/EMT Ed Johnson of Truck 40, accompanied by his mother, Dolores Johnson and coworker Captain Joseph Graham;

Wendella Sightseeing Company family business owners: Robert Borgstrom, Mike Brogstrom and Craig Borgstrom.

Time Fixed For Next Succeeding Regular Meeting.

[O2012-7116]

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the third (3rd) day of October 2012 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the thirty-first (31st) day of October 2012 at 10:00 A.M., in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council Stood *Adjourned* to meet in regular meeting on Wednesday, October 31, 2012 at 10:00 A.M., in the Council Chamber in City Hall.

Susana A. Mendoza

SUSANA A. MENDOZA,
City Clerk.

APPENDIX A

LEGISLATIVE INDEX

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

Regular Meeting – Wednesday, October 3, 2012

Abbreviations And Acronyms

A

Admin.	Administration
Agcy.	Agency
a.k.a.	Also Known As
Ald.	Alderman
AME	African Methodist Episcopal Church
ANLAP	Adjacent Neighbors Land Acquisition Program
App.	Application
Apt(s).	Apartment(s)
Assn.	Association
Assoc.	Associates
Asst.	Assistant
Atty.	Attorney
Ave	Avenue
A.M.	Ante Meridian

B

B.A..	Bachelor of Arts
Bd. of Ed.	Board of Education
Bldg.	Building
Bhp.	Bishop
Blvd	Boulevard
Bro.	Brother

C

Capt.	Captain
Card.	Cardinal
CDBG	Community Development Block Grant
CDC	Community Development Commission
CEO	Chief Executive Officer
CFD	Chicago Fire Department
CFO	Chief Financial Officer
CHA	Chicago Housing Authority
Chap.	Chapter
Chpl.	Chaplain
Chgo.	Chicago
Co.	Company
Col	Colonel
Com.	Committee/Community
Comdr.	Commander
Coml.	Commercial
Comm.	Commerce/Commission
Comr.	Commissioner

C

Condo	Condominium
Co-Op	Cooperative
Corp.	Corporation
Corpl.	Corporal
Constr.	Construction
CPA	Certified Public Accountant
CPD	Chicago Police Department/
CPS	Chicago Public Schools
Ct	Court
CTA	Chicago Transit Authority

D

d.b.a.	Doing Business As
Deferred	Action Deferred
Det.	Detective
Dept.	Department
Devel.	Developer/Development
Dist.	District
Div.	Division
Dr.	Doctor
Dr	Drive

E

E	East
EAV	Equalized Assessed Value
eb	eastbound
Elem.	Elementary
EMT	Emergency Medical Technician
Eng'r	Engineer
Equip.	Equipment
Exchg.	Exchange
Exec. Dir.	Executive Director
Expy.	Expressway

F

FAA	Federal Aviation Administration
FAR	Floor Area Ratio
FBI	Federal Bureau of Investigation
FDA	Federal Drug Administration
F.F.	Firefighter
Filed	Placed on File
Fr.	Father
ft.	feet
f.k.a.	formally known as

Abbreviations And Acronyms

G	
Gen.	General
Govt.	Government
H	
Hon.	Honorable
hrs.	Hours
HUD	Housing and Urban Development
Hwy.	Highway
HQ	Headquarters
I	
IDOT	Illinois Dept. of Transportation
IL	Illinois
Inc.	Incorporated
Ind.	Industries
Ins.	Insurance
Insp. Gen.	Inspector General
Inst'l.	Institutional
IPD	Institutional Planned Development
J	
Jr.	Junior
L	
LCpl	Lance Corporal
LLC	Limited Liability Company
LP	Limited Partnership
Lt.	Lieutenant
Ltd.	Limited
LUCHA	Latin United Community Housing Association
M	
Maj.	Major
M.B.	Missionary Baptist
MBA	Master of Business Administration
MBE	Minority Business-Owned Enterprise
MWBE	Minority Women Business Enterprise
Mfg.	Manufacturing
MFT	Motor Fuel Tax
Mgmt.	Management
mins.	Minutes
MOPD	Mayors Office for People with Disabilities
Msgr.	Monsignor
Mun.	Municipal
N	
N	North
Natl.	National
No.	Number
O	
Off.	Officer
Org.	Organization
P	
pg(s)	page(s)
PhD	Doctor of Philosophy
Pkg.	Package/Parking
Pkwy	Parkway
Pl	Place
Plz	Plaza
P.M.	Post Meridian
P.O.	Police Officer
PFC	Private First Class
R	
RA	Very Reverend
Rd.	Road
Re-Ref.	Re-Referred
Redevel.	Redevelopment
Ref.	Referred
Rehab.	Rehabilitation
Res.	Residence/Residential
Rest.	Restricted/Restaurant
Rev.	Reverend
ROTC	Reserve Officer's Training Corps
ROW	Right-of-way
RR	Railroad
Rt. Rev.	Right Reverend
Ry.	Railway
RTA	Regional Transportation Authority
Q	
Q1	1st Quarter (Jan – Mar)
Q2	2nd Quarter (Apr – Jun)
Q3	3rd Quarter (Jul – Sep)
Q4	4th Quarter (Oct – Dec)

Abbreviations And Acronyms

S

S	South
St.	Saint
Sch.	School
Sgt.	Sergeant
SFC.	Sergeant First Class
Sist.	Sister
Soc.	Society

S

Sq.	Square
Sr.	Senior
SSA	Special Service Area
SSgt.	Staff Sergeant
St	Street
Subdiv.	Subdivision
Supt.	Superintendent

T

Terr	Terrace
thru	through
TIF	Tax Increment Financing
Trans.	Transportation

U

Univ.	University
U.S.	United States
Util.	Utility

V

v	versus (against)
Veh.	Vehicle

W

W	West

Y

YMCA	Young Men's Christian Association
YWCA	Young Women's Christian Association

Zoning Districts

B	Business
BPD	Business Planned Development
C	Commercial
CPD	Commercial Planned Development
DC	Downtown Core
DX	Downtown Mixed-Use
DR	Downtown Residential
DS	Downtown Service
M	Manufacturing
PD	Planned Development
PMD	Planned Manufacturing
POS	Parks and Open Space
R	Residential
RM	Residential Multi-Unit
RPD	Residential Planned Development
RS	Residential Single Unit (Detached House)
RT	Residential Two-Flat, Townhouse and Multi-Unit
SD	Special Character Overlay

Main Category List

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CITY of CHICAGO, ILLINOIS

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AGREEMENTS

A Safe Have Foundation

Extention of landscape maintenance and ancillary service contract

Ervin (28) O2012-6599

Referred [C.J.p. 36070] Budget

Legacy Project, The

3018 N Clybourn Ave

Outdoor walking museum

Tunney (44) SO2012-5634

Referred [C.J.p. 33613] Transportation

Passed [C.J.p. 35821]

Shoreline Holdings LLC

2306 E 71st St

Time extention for sale of affordable units

Emanuel (Mayor) O2012-5691

Referred [C.J.p. 32131] Housing

Passed [C.J.p. 35271]

Collective Bargaining

Public Service Employees Unit II

January 1, 2011 thru June 30, 2016

Emanuel (Mayor) O2012-5913

Referred [C.J.p. 32133] Workforce Development

Passed [C.J.p. 35861]

Improvement

Neighborhood Housing Services and TIF Neighborhood Improvement Program

Single family residential properties in Commercial Avenue Area

Emanuel (Mayor) O2012-6635

Referred [C.J.p. 33708] Finance

Intergovernmental

Chicago Park District

2334 W Flournoy St

Rehabilitation to Claremont Park playground

Emanuel (Mayor) O2012-5618

Referred [C.J.p. 32122] Finance

Passed [C.J.p. 33799]

AGREEMENTS

Intergovernmental

Chicago Park District

5203 S Lowe Ave

Improvements to Lowe Park

Emanuel (Mayor) O2012-5619

Referred [C.J.p. 32122] Finance

Passed [C.J.p. 33819]

Chicago Park District

515 S Washtenaw Ave

Rehabilitation and improvements of Altgeld Park

Emanuel (Mayor) O2012-6565

Referred [C.J.p. 33703] Finance

Public Building Commission

1240 S Damen Ave

Children's Advocacy Center administrative office equipment and improvements

Emanuel (Mayor) O2012-5694

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 33752]

Lease

Catholic Charities of Archdiocese of Chicago

10 S Kedzie Ave

Public services

Emanuel (Mayor) O2012-5767

Referred [C.J.p. 32132] Housing

Passed [C.J.p. 35290]

Chicago Midway International Airport

Southwest Hangar Facility

Emanuel (Mayor) O2012-5823

Referred [C.J.p. 32127] Aviation

Passed [C.J.p. 34891]

Dept. of Streets and Sanitation and Dept. of Fleet and Facility Management

5145 S Western Blvd

Office space

Emanuel (Mayor) O2012-5776

Referred [C.J.p. 32132] Housing

Passed [C.J.p. 35327]

AGREEMENTS

Lease

Kids Off the Block

11614-11624 S Michigan Ave

Public playground and memorial

Emanuel (Mayor) O2012-5773

Referred [C.J.p. 32132] Housing

Passed [C.J.p. 35311]

Loan & Security

Neighborhood Stabilization Program 2

4600 S Michigan Ave

Development of Rosenwald Courts Apartments

Emanuel (Mayor) O2012-6613

Referred [C.J.p. 33704] Finance

Senior Suites Chicago Midway Village LLC

6730-6810 S Keating Ave

Affordable rental units for independent seniors

Emanuel (Mayor) SO2012-5661

Referred [C.J.p. 32120] Finance

Passed [C.J.p. 33911]

SOS Children's Village, Illinois

4538 S Hermitage Ave

Construction and operation of foster home and social services center

Emanuel (Mayor) O2012-5636

Referred [C.J.p. 32124] Finance

Passed [C.J.p. 33749]

Redevelopment

Bronzeville Artist Lofts LLC and Bal Development LLC

436 E 47th St

Affordable live and work rental apartments

Emanuel (Mayor) O2012-6594

Referred [C.J.p. 33705] Finance

Chemical Compostions LLC

1451 W 41st St, 4100 S Packers Ave

Storage and parking facility

Emanuel (Mayor) O2012-5633

Referred [C.J.p. 32121] Finance

Passed [C.J.p. 33840]

AGREEMENTS

Redevelopment

Halsted Pershing Morgan, LLC

815 W Pershing Rd

Industrial warehouse and distribution facility

Emanuel (Mayor) O2012-6589

Referred [C.J.p. 33706] Finance

JMC Steel Group, Inc.

227 W Monroe St

Construction of substantial tenant improvements to build out headquarters space

Emanuel (Mayor) O2012-6665

Referred [C.J.p. 33707] Finance

Neighborhood Housing Services

Single family residential properties within Englewood Neighborhood

Emanuel (Mayor) O2012-6625

Referred [C.J.p. 33708] Finance

Neighborhood Housing Services of Chicago, Inc.

Improvements to single family residential properties in various TIF areas

Emanuel (Mayor) O2012-7086

Referred [C.J.p. 33709] Finance

Pulaski Promenade LLC

4064-4200 S Pulaski Rd

Improvements to neighborhood shopping center

Emanuel (Mayor) O2012-6602

Referred [C.J.p. 33708] Finance

Shops and Lofts at 47

Rehabilitation and equipping of affordable multi-family housing project

Emanuel (Mayor) O2012-6569

Referred [C.J.p. 33705] Finance

SomerCor and the City of Chicago

Amendment No. 37

Emanuel (Mayor) O2012-7107

Passed [C.J.p. 34651]

ALLEY
Ingress/Egress
1601 W Division LLC
1601 W Division St
Moreno (1) O2012-5768
Referred [C.J.p. 33552] Transportation
Passed [C.J.p. 35855]
AMR
3065 N Elston Ave
Moreno (1) O2012-5760
Referred [C.J.p. 33552] Transportation
Passed [C.J.p. 35848]
Andani, Amin
3045-3051 W Fullerton Ave
Colón (35) O2012-5920
Referred [C.J.p. 33596] Transportation
Passed [C.J.p. 35853]
Antiques on Old Plank Road, Inc.
1750 N Springfield Ave
Reboyras (30) O2012-5555
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35848]
B.I.G. Baseball Academy
812-814 E 52nd St
Burns (4) O2012-5882
Referred [C.J.p. 33560] Transportation
Passed [C.J.p. 35848]
Brokers 26th Street LLC
3450 W 26th St
Munoz (22) O2012-6593
Referred [C.J.p. 36063] Transportation
Chase Bank
4730 W 79th St
Quinn (13) O2012-5877
Referred [C.J.p. 33570] Transportation
Passed [C.J.p. 35849]
Community Counseling Centers of Chicago
2540 W North Ave
Moreno (1) O2012-5763
Referred [C.J.p. 33552] Transportation
Passed [C.J.p. 35849]

ALLEY
Ingress/Egress
DLS Properties LLC
841 W Fletcher St
Tunney (44) O2012-6619
Referred [C.J.p. 36094] Transportation
Domain Group LLC, The
1415 W Cortez St
Burnett (27) O2012-5880
Referred [C.J.p. 33585] Transportation
Passed [C.J.p. 35849]
Elston Ace Hardware/ The Rental Center
2829 W Belmont Ave
Mell (33) O2012-6582
Referred [C.J.p. 36075] Transportation
Elston Ace Hardware/ The Rental Center
2841 W Belmont Ave
Mell (33) O2012-6580
Referred [C.J.p. 36075] Transportation
Ethel F. Kanter LLC and Easy Car Credit, Inc.
3645-3651 N Western Ave
Pawar (47) O2012-5870
Referred [C.J.p. 33619] Transportation
Passed [C.J.p. 35850]
Halloween Warehouse
2829 W Belmont Ave
Mell (33) O2012-6584
Referred [C.J.p. 36076] Transportation
Halloween Warehouse
2841 W Belmont Ave
Mell (33) O2012-6583
Referred [C.J.p. 36076] Transportation
Image Car Wash
1850 N Western Ave
Moreno (1) O2012-5762
Referred [C.J.p. 33552] Transportation
Passed [C.J.p. 35850]
Inksmith, Inc.
3352 N Milwaukee Ave
Reboyras (30) O2012-5556
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35850]

ALLEY

Ingress/Egress

Jake's Auto Repair, Inc.
3425 N Pulaski Rd
Reboyras (30) O2012-5554
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35851]

Jasson Auto Repair
4555 W 59th St
Quinn (13) O2012-5875
Referred [C.J.p. 33570] Transportation
Passed [C.J.p. 35851]

Madison/Aberdeen Partners LLC/ Jakoljevic, Viktor
4 N Aberdeen St
Burnett (27) O2012-5909
Referred [C.J.p. 33585] Transportation
Passed [C.J.p. 35851]

Madison/Aberdeen Partners LLC/ Jakoljevic, Viktor
20-22 N Aberdeen St
Burnett (27) O2012-5903
Referred [C.J.p. 33585] Transportation
Passed [C.J.p. 35852]

MCO Motorcars, Okpala, Martin
5544 N Western Ave
O'Connor (40) O2012-6575
Referred [C.J.p. 36081] Transportation

Merit Concrete, Inc.
3929-3931 N Elsdon Ave
Mell (33) O2012-5828
Referred [C.J.p. 33594] Transportation
Passed [C.J.p. 35852]

Midan, Inc.
2700 N Milwaukee Ave
Colón (35) O2012-5915
Referred [C.J.p. 33596] Transportation
Passed [C.J.p. 35852]

Midwest Bancard Corp.
3360 N Elston Ave
Mell (33) O2012-6586
Referred [C.J.p. 36076] Transportation

ALLEY

Ingress/Egress

Northwest Autoworks, Inc.
4517-4525 W Belmont Ave
Suarez (31) O2012-5869
Referred [C.J.p. 33589] Transportation
Passed [C.J.p. 35853]

Pearl Auto Spa, Inc.
3045-3049 W Irving Park Rd
Mell (33) O2012-5864
Referred [C.J.p. 33594] Transportation
Passed [C.J.p. 35853]

Pecoraro, Joseph and Rosalia
7516-7520 N Harlem Ave
O'Connor (41) O2012-5872
Referred [C.J.p. 33601] Transportation
Passed [C.J.p. 35854]

Premier Scholastic Preschool
2540-2542 E 83rd St
Jackson (7) O2012-6573
Referred [C.J.p. 36052] Transportation

Qualtex Corp.
3360 N Elston Ave
Mell (33) O2012-6585
Referred [C.J.p. 36076] Transportation

Rasho, Sargon
3501 N Milwaukee Ave
Reboyras (30) O2012-6607
Referred [C.J.p. 36072] Transportation

Rollin Rides Auto Sales, Inc.
7417-7419 S Western Ave
Lane (18) O2012-5887
Referred [C.J.p. 33573] Transportation
Passed [C.J.p. 35854]

South Chicago Detail Shop
8173 S South Chicago Ave
Harris (8) O2012-5862
Referred [C.J.p. 33565] Transportation
Passed [C.J.p. 35854]

Terry, Donna and Terry, Jessica
5910 S Michigan Ave
Cochran (20) O2012-6574
Referred [C.J.p. 36059] Transportation

ALLEY

Ingress/Egress

ThreeTwinsII LLC

2327-2331 W Nelson St

Moreno (1) O2012-5765

Referred [C.J.p. 33552] Transportation

Passed [C.J.p. 35855]

Ultimate Car Wash

125 E 115th St

Beale (9) O2012-6591

Referred [C.J.p. 36054] Transportation

University of Chicago, The

5757 S University Ave

Hairston (5) O2012-5866

Referred [C.J.p. 33563] Transportation

Passed [C.J.p. 35855]

Wilmot Construction, Inc.

1929 N California Ave

Moreno (1) O2012-6617

Referred [C.J.p. 36046] Transportation

Winthrop House LLC

5411 N Winthrop Ave

Osterman (48) O2012-6576

Referred [C.J.p. 36098] Transportation

Youth Outreach Services

6411-6417 W Irving Park Rd

Cullerton (38) O2012-6588

Referred [C.J.p. 36080] Transportation

APPOINTMENTS

Avila, Alfredo

Little Village Commission (S.S.A. No. 25) (Member)

Emanuel (Mayor) A2012-141

Referred [C.J.p. 32102] Finance

Approved [C.J.p. 33732]

Ballate, Melissa M.

Chicago Police Board (Member)

Emanuel (Mayor) A2012-133

Referred [C.J.p. 32112] Public Safety

Approved [C.J.p. 35417]

APPOINTMENTS

Banks, Oliver

95th Street Commission (S.S.A. No. 4) (Member)

Emanuel (Mayor) A2012-164

Referred [C.J.p. 33693] Finance

Beard, Stephen W.

Board of Ethics (Member)

Emanuel (Mayor) A2012-166

Referred [C.J.p. 33696] Rules

Bell, Christine

Sheridan Road Commission (S.S.A. No. 54) (Member)

Emanuel (Mayor) A2012-129

Referred [C.J.p. 32111] Finance

Approved [C.J.p. 33745]

Brown, Diane M.

71st/Stony Island Commission (S.S.A. No. 42) (Member)

Emanuel (Mayor) A2012-163

Referred [C.J.p. 33696] Finance

Cain, Jessica D.

51st Street Commission (S.S.A. No. 52) (Member)

Emanuel (Mayor) A2012-128

Referred [C.J.p. 32111] Finance

Approved [C.J.p. 33744]

Caputo, Frank J.

Greektown/Halsted Commission (S.S.A. No. 16) (Member)

Emanuel (Mayor) A2012-138

Referred [C.J.p. 32099] Finance

Approved [C.J.p. 33728]

Carlson, Russell

Board of Ethics (Member)

Emanuel (Mayor) A2012-172

Referred [C.J.p. 33697] Rules

Carr, (Pastor) Mary T.

Board of Ethics (Member)

Emanuel (Mayor) A2012-168

Referred [C.J.p. 33698] Rules

DelSasso, Nicole

Wicker Park/Bucktown Commission, (S.S.A. No. 33) (Member)

Emanuel (Mayor) A2012-161

Referred [C.J.p. 33694] Finance

APPOINTMENTS

Dinell-Dimond, Bonnie L.

Commercial Avenue Commission (S.S.A. No. 5) (Member)

Emanuel (Mayor) A2012-134
Referred [C.J.p. 32095] Finance
Approved [C.J.p. 33723]

Dohe, Rebecca C.

Wicker Park and Bucktown Commission (S.S.A. No. 33) (Member)

Emanuel (Mayor) A2012-131
Referred [C.J.p. 32105] Finance
Approved [C.J.p. 33737]

Dotson, G. Kenneth

Lincoln Avenue Commission (S.S.A. No. 35) (Member)

Emanuel (Mayor) A2012-127
Referred [C.J.p. 32108] Finance
Approved [C.J.p. 33741]

Fox, Tony D.

Sheridan Road Commission (S.S.A. No. 54) (Member)

Emanuel (Mayor) A2012-129
Referred [C.J.p. 32111] Finance
Approved [C.J.p. 33745]

Fry, Rita A.

Chicago Police Board (Member)

Emanuel (Mayor) A2012-133
Referred [C.J.p. 32112] Public Safety
Approved [C.J.p. 35417]

Gallagher, Michael

Board of Ethics (Member)

Emanuel (Mayor) A2012-169
Referred [C.J.p. 33699] Rules

Gomez, Lillian

Commercial Avenue Commission (S.S.A. No. 5) (Member)

Emanuel (Mayor) A2012-136
Referred [C.J.p. 32096] Finance
Approved [C.J.p. 33724]

Gray, Mark K.

103rd Street/Roseland Commission (S.S.A. No. 41) (Member)

Emanuel (Mayor) A2012-162
Referred [C.J.p. 33695] Finance

APPOINTMENTS

Grossman, Frances R.

Board of Ethics (Member)

Emanuel (Mayor) A2012-167
Referred [C.J.p. 33699] Rules

Hudson, Dorothy

Commercial Avenue Commission (S.S.A. No. 5) (Member)

Emanuel (Mayor) A2012-135
Referred [C.J.p. 32096] Finance
Approved [C.J.p. 33725]

Kartcheske, Paul F.

Greater Ravenswood Commission (S.S.A. No. 31) (Member)

Emanuel (Mayor) A2012-125
Referred [C.J.p. 32103] Finance
Approved [C.J.p. 33734]

Kotel, Thomas J.

Public Building Commission (Member)

Emanuel (Mayor) A2012-130
Referred [C.J.p. 32117] Zoning
Approved [C.J.p. 35862]

Lezama, Daisy

Board of Ethics (Member)

Emanuel (Mayor) A2012-170
Referred [C.J.p. 33700] Rules

Long, Charles M.

Uptown Commission (S.S.A. No. 34) (Member)

Emanuel (Mayor) A2012-145
Referred [C.J.p. 32106] Finance
Approved [C.J.p. 33738]

Love, Juanita A.

Auburn Gresham Commission (S.S.A. No. 32) (Member)

Emanuel (Mayor) A2012-143
Referred [C.J.p. 32105] Finance
Approved [C.J.p. 33736]

McKeever, Susan L.

Chicago Police Board (Member)

Emanuel (Mayor) A2012-133
Referred [C.J.p. 32112] Public Safety
Approved [C.J.p. 35417]

APPOINTMENTS

Mendoza, Martha E.

Little Village Commission (S.S.A. No. 25) (Member)

Emanuel (Mayor) A2012-124

Referred [C.J.p. 32102] Finance

Approved [C.J.p. 33733]

Moran, Eve

Greektown/Halsted Commission (S.S.A. No. 16) (Member)

Emanuel (Mayor) A2012-139

Referred [C.J.p. 32099] Finance

Approved [C.J.p. 33729]

Nowicki, Julia M.

Board of Ethics (Member)

Emanuel (Mayor) A2012-171

Referred [C.J.p. 33701] Rules

Peters, Martha B.

71st/Stony Island Commission (S.S.A. No. 42) (Member)

Emanuel (Mayor) A2012-146

Referred [C.J.p. 32109] Finance

Approved [C.J.p. 33742]

Pikofsky, Loron C.

47th Street/Cottage Grove Commission (S.S.A. No. 47) (Member)

Emanuel (Mayor) A2012-147

Referred [C.J.p. 32110] Finance

Approved [C.J.p. 33743]

Preis, Warren

Uptown Commission (S.S.A. No. 34) (Member)

Emanuel (Mayor) A2012-144

Referred [C.J.p. 32107] Finance

Approved [C.J.p. 33739]

Price, Harriet

Andersonville Commission (S.S.A. No. 22) (Member)

Emanuel (Mayor) A2012-165

Referred [C.J.p. 33693] Finance

Primus, Tonya L.

47th Street/Cottage Grove Commission (S.S.A. No. 47) (Member)

Emanuel (Mayor) A2012-147

Referred [C.J.p. 32110] Finance

Approved [C.J.p. 33743]

APPOINTMENTS

Regan, Ann M.

Uptown Commission (S.S.A. No. 34) (Member)

Emanuel (Mayor) A2012-126

Referred [C.J.p. 32108] Finance

Approved [C.J.p. 33740]

Robberechts, Ken

Clark Street/Lincoln Park Commission (S.S.A. No. 23) (Member)

Emanuel (Mayor) A2012-123

Referred [C.J.p. 32101] Finance

Approved [C.J.p. 33731]

Robinson, Tyrone

Commercial Avenue Commission, (S.S.A. No. 5) (Member)

Emanuel (Mayor) A2012-122

Referred [C.J.p. 32097] Finance

Approved [C.J.p. 33726]

Savarino, William J.

Commercial Avenue Commission (S.S.A. No. 5) (Member)

Emanuel (Mayor) A2012-137

Referred [C.J.p. 32098] Finance

Approved [C.J.p. 33727]

Sax, Samuel Wm.

Public Building Commission (Member)

Emanuel (Mayor) A2012-132

Referred [C.J.p. 32117] Zoning

Approved [C.J.p. 35863]

Small, Lynn A.

71st/Stony Island Commission (S.S.A. No. 42) (Member)

Emanuel (Mayor) A2012-146

Referred [C.J.p. 32109] Finance

Approved [C.J.p. 33742]

Walch, Diane M.

Greater Ravenswood Commission (S.S.A. No. 31) (Member)

Emanuel (Mayor) A2012-142

Referred [C.J.p. 32104] Finance

Approved [C.J.p. 33735]

APPOINTMENTS

Walters-Trezzo, Charlotte A.

Howard Street Commission (S.S.A. No. 19) (Member)

Emanuel (Mayor) A2012-140

Referred [C.J.p. 32100] Finance

Approved [C.J.p. 33730]

Woos, Lorraine M.

Howard Street Commission (S.S.A. No. 19) (Member)

Emanuel (Mayor) A2012-140

Referred [C.J.p. 32100] Finance

Approved [C.J.p. 33730]

Wright, Adrian J.

51st Street Commission (S.S.A. No. 52) (Member)

Emanuel (Mayor) A2012-128

Referred [C.J.p. 32111] Finance

Approved [C.J.p. 33744]

BONDS & BOND ISSUES

Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2012A, Series 2012B and Series 2012C

Mendoza (Clerk) F2012-65

Filed [C.J.p. 33714]

Chicago O'Hare International Airport Passenger Facility Charge Revenue Refunding Bonds, Series 2012A and Series 2012B

Mendoza (Clerk) F2012-66

Filed [C.J.p. 33714]

BUDGET & APPROPRIATIONS

Annual Appropriation Ordinance

Year 2012

Fund No. 925 amendment

Dept. of Cultural Affairs and Special Events

Emanuel (Mayor) O2012-6579

Referred [C.J.p. 33711] Budget

Fund No. 925 amendment

Dept. of Public Health

Emanuel (Mayor) SO2012-5859

Referred [C.J.p. 32126] Budget

Passed [C.J.p. 35119]

CITY COUNCIL

Regular Meetings

October 31, 2012, at 10:00 A.M.

Burke (14) O2012-7116

Passed [C.J.p. 36102]

CITY DEPARTMENTS/AGENCIES

Police

Estimated Year 2013 City funding requirements for Policemen's Annuity and Benefit Fund of Chicago

Mendoza (Clerk) F2012-67

Filed [C.J.p. 33715]

CLAIMS

Ryan, James and sundry others

Burke (14) CL2012-1452

Failed to Pass [C.J.p. 34876]

Condominium Refuse Rebate

100 East Huron Condo Assn.

Reilly (42) CL2012-1434

Referred [C.J.p. 36043] Finance

400 North LaSalle Condo Assn.

Reilly (42) CL2012-1434

Referred [C.J.p. 36043] Finance

535 North Michigan Avenue Condo Assn.

Reilly (42) CL2012-1434

Referred [C.J.p. 36043] Finance

Aberdeen of River West and sundry others

Burke (14) Or2012-632

Passed [C.J.p. 34859]

Burham Park Plaza Condo Assn.

Fioretti (2) CL2012-1431

Referred [C.J.p. 36043] Finance

Devon Place Condo Assn.

6440 W Devon Ave

O'Connor (41) CL2012-1435

Referred [C.J.p. 36043] Finance

Domain Condo Assn.

Burnett (27) CL2012-1432

Referred [C.J.p. 36043] Finance

Merrimac Square III Condo Assn.

Cullerton (38) CL2012-1433

Referred [C.J.p. 36043] Finance

CLAIMS

Condominium Refuse Rebate

Two-Hundred Nine Lake Shore Drive Building Corp.
Reilly (42) CL2012-1434
Referred [C.J.p. 36043] Finance

Damage to Property

Ades, Jeffrey
Mendoza (Clerk) CL2012-1404
Referred [C.J.p. 33719] Finance

Bey, Abdul
Mendoza (Clerk) CL2012-1373
Referred [C.J.p. 33720] Finance

Black, Dana M.
Mendoza (Clerk) CL2012-1387
Referred [C.J.p. 33720] Finance

Booker, Herbert C.
Mendoza (Clerk) CL2012-1405
Referred [C.J.p. 33720] Finance

Greco, Cynthia E.
Mendoza (Clerk) CL2012-1413
Referred [C.J.p. 33720] Finance

Inserra, Christine A.
Mendoza (Clerk) CL2012-1406
Referred [C.J.p. 33721] Finance

Loveless, Sally
Mendoza (Clerk) CL2012-1379
Referred [C.J.p. 33721] Finance

Morales, Marylyn
Mendoza (Clerk) CL2012-1372
Referred [C.J.p. 33721] Finance

Nali, Juanita
Mendoza (Clerk) CL2012-1394
Referred [C.J.p. 33721] Finance

Rios, Elba
Mendoza (Clerk) CL2012-1378
Referred [C.J.p. 33721] Finance

Swiech, Dennis
Mendoza (Clerk) CL2012-1386
Referred [C.J.p. 33722] Finance

CLAIMS

Damage to Vehicle

Akhmetova, Indria
Mendoza (Clerk) CL2012-1424
Referred [C.J.p. 33719] Finance

Apollo Casualty and Barros, Camilo J.
Mendoza (Clerk) CL2012-1417
Referred [C.J.p. 33719] Finance

Balchandani, Nikhil H.
Mendoza (Clerk) CL2012-1389
Referred [C.J.p. 33720] Finance

Baslie, Lee M.
Mendoza (Clerk) CL2012-1382
Referred [C.J.p. 33720] Finance

Bennett, David C.
Mendoza (Clerk) CL2012-1419
Referred [C.J.p. 33720] Finance

Beyer, Steven A.
Mendoza (Clerk) CL2012-1383
Referred [C.J.p. 33720] Finance

Binion, Celious
Mendoza (Clerk) CL2012-1388
Referred [C.J.p. 33720] Finance

Buerk, Jeannette G.
Mendoza (Clerk) CL2012-1374
Referred [C.J.p. 33720] Finance

Engh, Michael
Mendoza (Clerk) CL2012-1415
Referred [C.J.p. 33720] Finance

Fells, Jimmy L.
Mendoza (Clerk) CL2012-1409
Referred [C.J.p. 33720] Finance

Godbold, Vance V.
Mendoza (Clerk) CL2012-1396
Referred [C.J.p. 33720] Finance

Holling-Lewis, Patricia
Mendoza (Clerk) CL2012-1410
Referred [C.J.p. 33721] Finance

Iglesias, Eduardo E.
Mendoza (Clerk) CL2012-1408
Referred [C.J.p. 33721] Finance

CLAIMS

Damage to Vehicle

Kidd, Bianca A.
Mendoza (Clerk) CL2012-1425
Referred [C.J.p. 33721] Finance

Mishkin, Abigail
Mendoza (Clerk) CL2012-1380
Referred [C.J.p. 33721] Finance

Morton, Charles
Mendoza (Clerk) CL2012-1395
Referred [C.J.p. 33721] Finance

Panzke, Dorothy L.
Mendoza (Clerk) CL2012-1369
Referred [C.J.p. 33721] Finance

Pratt, Eula B.
Mendoza (Clerk) CL2012-1426
Referred [C.J.p. 33721] Finance

Sanchez, Noe
Mendoza (Clerk) CL2012-1370
Referred [C.J.p. 33721] Finance

Simmons, Cory M.
Mendoza (Clerk) CL2012-1375
Referred [C.J.p. 33722] Finance

Soracoe, Marguerite M.
Mendoza (Clerk) CL2012-1418
Referred [C.J.p. 33722] Finance

Vorderer, Charles T.
Mendoza (Clerk) CL2012-1381
Referred [C.J.p. 33722] Finance

Walker, Tamera C.
Mendoza (Clerk) CL2012-1427
Referred [C.J.p. 33722] Finance

Wayne, Alexander J.
Mendoza (Clerk) CL2012-1428
Referred [C.J.p. 33722] Finance

Wilson, Melody
Mendoza (Clerk) CL2012-1416
Referred [C.J.p. 33722] Finance

Woodfolk, Tamara E.
Mendoza (Clerk) CL2012-1407
Referred [C.J.p. 33722] Finance

CLAIMS

Damage to Vehicle

Young, Cassandra and Bell, Charles L.
Mendoza (Clerk) CL2012-1390
Referred [C.J.p. 33722] Finance

Damage to Vehicle - Pothole

Collins, Ryan G.
Mendoza (Clerk) CL2012-1393
Referred [C.J.p. 33720] Finance

Fahey, Thomas M.
Mendoza (Clerk) CL2012-1399
Referred [C.J.p. 33720] Finance

Fernandez, Leticia
Mendoza (Clerk) CL2012-1384
Referred [C.J.p. 33720] Finance

Finch, Michael Q.
Mendoza (Clerk) CL2012-1429
Referred [C.J.p. 33720] Finance

Fischel, Marilyn
Mendoza (Clerk) CL2012-1420
Referred [C.J.p. 33720] Finance

Herring, Darryl L.
Mendoza (Clerk) CL2012-1391
Referred [C.J.p. 33720] Finance

Huckleby, Kameron
Mendoza (Clerk) CL2012-1412
Referred [C.J.p. 33721] Finance

Johnson, Lamont
Mendoza (Clerk) CL2012-1376
Referred [C.J.p. 33721] Finance

Madden, Sheena M.
Mendoza (Clerk) CL2012-1397
Referred [C.J.p. 33721] Finance

Myles, Kimberly C
Mendoza (Clerk) CL2012-1398
Referred [C.J.p. 33721] Finance

Ravinder, Reehal
Mendoza (Clerk) CL2012-1422
Referred [C.J.p. 33721] Finance

Rozgus, Mary
Mendoza (Clerk) CL2012-1392
Referred [C.J.p. 33721] Finance

CLAIMS

Damage to Vehicle - Pothole

Schuckert, Nauja
Mendoza (Clerk) CL2012-1385
Referred [C.J.p. 33721] Finance

Simmons, Sherman H.
Mendoza (Clerk) CL2012-1400
Referred [C.J.p. 33722] Finance

Solovy, Adam N.
Mendoza (Clerk) CL2012-1430
Referred [C.J.p. 33722] Finance

Stabb, Cathleen A.
Mendoza (Clerk) CL2012-1411
Referred [C.J.p. 33722] Finance

Stastny, Robert J.
Mendoza (Clerk) CL2012-1421
Referred [C.J.p. 33722] Finance

Taylor, Patricia A.
Mendoza (Clerk) CL2012-1401
Referred [C.J.p. 33722] Finance

Thompson, Scott
Mendoza (Clerk) CL2012-1371
Referred [C.J.p. 33722] Finance

Excessive Water Rates

Arceo, Martha A.
Mendoza (Clerk) CL2012-1366
Referred [C.J.p. 33719] Finance

Audisho, George
Mendoza (Clerk) CL2012-1367
Referred [C.J.p. 33720] Finance

Brown, Willie
Mendoza (Clerk) CL2012-1402
Referred [C.J.p. 33720] Finance

Calbert, Daniel
Mendoza (Clerk) CL2012-1377
Referred [C.J.p. 33720] Finance

Hall, Eugene
Mendoza (Clerk) CL2012-1403
Referred [C.J.p. 33720] Finance

Jackson, Benard
Mendoza (Clerk) CL2012-1365
Referred [C.J.p. 33721] Finance

CLAIMS

Excessive Water Rates

Kelly, Daniel
Mendoza (Clerk) CL2012-1368
Referred [C.J.p. 33721] Finance

Shokhov, Oleg
Mendoza (Clerk) CL2012-1423
Referred [C.J.p. 33721] Finance

Williams, Phyllistine
Mendoza (Clerk) CL2012-1414
Referred [C.J.p. 33722] Finance

Police Officer/Firefighter Injuries

Payment of hospital and medical expenses of Police Officers and Firefighters
Regular Orders - all amounts
Burke (14) Or2012-628
Passed [C.J.p. 34669]

Payment of hospital and medical expenses of Police Officers and Firefighters
Regular Orders - each amount not to exceed $1,000
Burke (14) Or2012-626
Passed [C.J.p. 34669]

Payment of hospital and medical expenses of Police Officers and Firefighters
Third Party Orders - all amounts
Burke (14) Or2012-630
Passed [C.J.p. 34847]

Payment of hospital and medical expenses of Police Officers and Firefighters
Third Party Orders - each amount not to exceed $1,000
Burke (14) Or2012-627
Passed [C.J.p. 34847]

Small Claims

Easter, Peggy and sundry others
Burke (14) Or2012-631
Passed [C.J.p. 34855]

COMMENDATIONS & DECLARATIONS

"Buy Local First Week" in Chicago
November 23 thru December 2, 2012
Osterman (48); Hairston (5) R2012-976
Adopted [C.J.p. 36013]

COMMENDATIONS & DECLARATIONS

"Connect 4 Promoting Togetherness Day" in Chicago
October 13, 2012
Burns (4) R2012-918
Adopted [C.J.p. 35955]

"Vincente Fernandez, El Idolo de Mexico Week" in Chicago
October 20-27, 2012
Cardenas (12) R2012-925
Adopted [C.J.p. 35962]

Black, (Dr.) Timuel D.
Recognition on years of servica to City of Chicago
Burns (4) R2012-917
Adopted [C.J.p. 35954]

Bryant, Ginger V.
Congratulations on service to Chicago Public Schools
Cochran (20) R2012-949
Adopted [C.J.p. 35985]

Catholic Federation Branch No. 439
1st anniversary
Mell (33) R2012-958
Adopted [C.J.p. 35995]

Chatam Park Village Cooperative
50th anniversary
Sawyer (6) R2012-919
Adopted [C.J.p. 35956]

DeJesus, Pedro, Jr.
Congratulations on contributions to Dominican community
Reboyras (30) R2012-951
Adopted [C.J.p. 35987]

DiFrisco, Dominic
Gratitude on dedicated public service
Smith (43) R2012-972
Adopted [C.J.p. 36009]

Dola, Bogdan
Congratulations on contributions to Polish-American community
Reboyras (30) R2012-952
Adopted [C.J.p. 35988]

COMMENDATIONS & DECLARATIONS

Echevarria, (Marine Ofc.) Edmund A.
Heroic life saving rescue
Emanuel (Mayor) R2012-924
Adopted [C.J.p. 33688]

Fellows of Intercultural Studies Center
Recognition for contributions on welfare and education of citizens of Columbia
Cardenas (12) R2012-930
Adopted [C.J.p. 35968]

Galewood Community Church
100th anniversary
Sposato (36) R2012-961
Adopted [C.J.p. 35998]

Garrett, Corlis
Retirement from Chicago Public School System
Austin (34) R2012-959
Adopted [C.J.p. 35996]

Hermon Baptist Church Senior Choir
125 anniversary
Smith (43) R2012-973
Adopted [C.J.p. 36010]

Italian Village, The
85th anniversary
Reilly (42) R2012-971
Adopted [C.J.p. 36008]

Johnson, (FF/EMT) Ed
Heroic life saving rescue
Emanuel (Mayor) R2012-928
Adopted [C.J.p. 33690]

Joyce, (P.O.) Elizabeth A.
Heroic life saving rescue
Emanuel (Mayor) R2012-924
Adopted [C.J.p. 33688]

Lee-Wilson, (Apostle) Yvonne and Real Women of God Fellowship
Congratulations on 16th Annual Conference and 26th year of Praiseworth Fellowship
Austin (34) R2012-960
Adopted [C.J.p. 35997]

COMMENDATIONS & DECLARATIONS

Liggins, Dorethea

Recognition on contributions to community

Fioretti (2) R2012-913

Adopted [C.J.p. 35951]

Loukas, Christina

Recognition for success at 2012 Summer Olympics

Balcer (11); Reboyras (30); R2012-923

Adopted [C.J.p. 35961]

Mercy Home for Boys and Girls

125th anniversary

Fioretti (2) R2012-914

Adopted [C.J.p. 35953]

Mercy Home for Boys and Girls

125th anniversary

Burke (14) R2012-945

Adopted [C.J.p. 35981]

Munoz, (Dr.) Manuel Ramiro and Fellows of Intercultural Studies Center

Recognition for contributions on welfare and education of citizens of Columbia

Cardenas (12) R2012-929

Adopted [C.J.p. 35966]

Naranjo, (Dr.) Rowinson F. and Escuela Superior Politecnica de Chimborazo

Recognition for contributions to welfare and education to citizens of Ecuador

Cardenas (12) R2012-927

Adopted [C.J.p. 35965]

National Conference of Puerto Rican Women

Congratulations on 40 years of service to Hispanic community

Suarez (31); Pope (10); R2012-957

Adopted [C.J.p. 35994]

Neja, (Sgt.) William B.

Heroic life saving rescue

Emanuel (Mayor) R2012-924

Adopted [C.J.p. 33688]

Nunez-Cedeno, Rafael

Congratulations on contributions to Dominican community

Reboyras (30) R2012-950

Adopted [C.J.p. 35986]

COMMENDATIONS & DECLARATIONS

Pogorzelski, Daniel

Congratulations on dedication to Polish community

Reboyras (30) R2012-953

Adopted [C.J.p. 35989]

Pontificia Universidad Javeriana Seccional Cali

Recognition for contributions on welfare and education of citizens of Columbia

Cardenas (12) R2012-931

Adopted [C.J.p. 35969]

Ptasnik, Agnes

Gratitude on dedication and contribution to Polish community

Reboyras (30) R2012-954

Adopted [C.J.p. 35990]

Ptaszynska, Malgorzata

Gratitude on dedication and contribution to Polish community

Reboyras (30) R2012-955

Adopted [C.J.p. 35991]

Rhine Post Veterans of Foreign Wars of United States No. 2729

80th anniversary

Burke (14) R2012-946

Adopted [C.J.p. 35982]

Rodriguez Cardenas, (Dr.) Romeo Raul and Escuela Superior Politecnica de Chimborazo

Recognition on contributions to welfare and education to citizens of Ecuador

Cardenas (12) R2012-926

Adopted [C.J.p. 35963]

Sautkus, Frank James

75th birthday

Quinn (13) R2012-936

Adopted [C.J.p. 35973]

Silver Lining Foundation

10th anniversary

Fioretti (2) R2012-915

Adopted [C.J.p. 35952]

Startek, Tom Z.

Gratitude on dedication to Polish culture

Reboyras (30) R2012-956

Adopted [C.J.p. 35993]

COMMENDATIONS & DECLARATIONS

Stasch, (Lt.) Robert H.

Heroic life saving rescue

Emanuel (Mayor) R2012-924

Adopted [C.J.p. 33688]

Theordore Roosevelt High School Graduating Class of 1962

50th reunion

Laurino (39) R2012-969

Adopted [C.J.p. 36005]

Weber, Ralph

Retirement from Northwestern Memorial Hospital

Reilly (42) R2012-970

Adopted [C.J.p. 36006]

Wendella'a Chicago Water Taxi

50th anniversary

Reilly (42) R2012-916

Adopted [C.J.p. 36082]

Wrightwood Neighbors Assn.

50th anniversary

Smith (43) R2012-974

Adopted [C.J.p. 36011]

COMMITTEE/PUBLIC HEARINGS

Committee on Education and Child Development

Chicago Public Schools plans regarding facilities, programs and educational policies

Fioretti (2); Foulkes (15); R2012-912

Referred [C.J.p. 36048] Education

Methods of identifying, investigating and preventing child abuse and neglect

Mitts (37); Mell (33); R2012-909

Referred [C.J.p. 36079] Education

State of Literacy in the City of Chicago

Presentation

Thomas (17) F2012-72

Filed [C.J.p. 35128] Education

Committee on Finance

Recognition to Federal Trade Commission on " We Don't Serve Teens" raising awareness among parents, educators and other adults on hazards of underage drinking

Reilly (42) R2012-911

Referred [C.J.p. 36090] Finance

COMMITTEE/PUBLIC HEARINGS

Committee on Workforce Development and Audit

City hiring preference of Chicago Public School graduates

Solis (25); Brookins (21) R2012-906

Referred [C.J.p. 36067] Workforce Development

ENERGY/ENVIRONMENTAL ISSUES

Open Space Impact Fees

Grimes/Fleming Elementary School

4918 W 64th St

Removal of asphalt to create a school garden

Emanuel (Mayor) O2012-5620

Referred [C.J.p. 32132] Special Events

Passed [C.J.p. 35418]

NeighborSpace

257 W 61st St, 2100 S Sangamon St, 5331 N Ravenswood Ave

Garden creation in Englewood Community Area, garden shed construction and fence installation in Lower West Side Community Area and water installation in Lincoln Square Community Area

Emanuel (Mayor) O2012-5622

Referred [C.J.p. 32132] Special Events

Passed [C.J.p. 35422]

FINANCE FUNDS

Transfer

Committee on Special Events, Cultural Affairs and Recreation

Future contingencies

Austin (34) O2012-7103

Passed [C.J.p. 35123]

Referred Budget

HISTORICAL LANDMARKS

Designation

DuSable High School (DuSable Campus)

4934 S Wabash Ave

Mendoza (Clerk) O2012-6550

Referred [C.J.p. 33722] Zoning

HISTORICAL LANDMARKS

Permit Fee Waivers

Baker, Ronnie and Gwendolyn

10726 S Champlain Ave

Beale (9) Or2012-490

Referred [C.J.p. 33566] Zoning

Passed [C.J.p. 35930]

Long, Christopher and Nehm, Daniel

1133 N Damen Ave

Moreno (1) Or2012-491

Referred [C.J.p. 33552] Zoning

Passed [C.J.p. 35931]

Milwaukee Avenue Building Corp.

1422-1426 N Milwaukee Ave

Moreno (1) Or2012-611

Referred Zoning

Tangora, Martin and Linda

4616 N Dover St

Pawar (47) Or2012-493

Referred [C.J.p. 33619] Zoning

Passed [C.J.p. 35932]

ILLINOIS, STATE OF

Supporting Governor Pat Quinn's effort to ban assault weapons and large ammunition magazines and Illinois State Legislature, Illinois Senate and United States Congress urged to ban such weapons

Pawar (47) R2012-975

Adopted [C.J.p. 36012]

JOURNAL CORRECTIONS

Year 2012

Correction by inserting Building Elevations as Exhibit A after Landscape Plan and Landscape Details

May 9, 2012 C.J.p. 27389 thru 27403

Solis (25) O2012-6601

Referred [C.J.p. 36065] Rules

LAWSUITS/SETTLEMENTS

Lawsuits

Maurice Patterson v. City of Chicago, Chicago Police Officers Robert Garza, Anthony Amato, William Davis, Delores Myles, Brian Forberg, John Foster, James Michaels, Timothy Nolan, Ronnie Lewis and Illinois State Police employee Michael Kopina, cited as 11 C 7052

Burke (14) Or2012-624

Passed [C.J.p. 34665]

Thomas Quinn v City of Chicago

Burke (14) Or2012-625

Passed [C.J.p. 34666]

William Kurtz v. City of Chicago and Pablo Mendoza, cited as 09 L 121762

Burke (14) Or2012-623

Passed [C.J.p. 34664]

Report of Settlements

Month of August 2012

Burke (14) F2012-69

Filed [C.J.p. 34877] Finance

MUNICIPAL CODE AMENDMENTS

Title 1 - General Provisions

Ch. 4 Code Adoption-Organization

1-4-090 (a) (j) (k) definitions for code provisions

O'Connor (40); Burke (14); O2012-6626

Referred [C.J.p. 36081] Workforce Development

Ch. 17 Overseas and Military Absentee Voting in Chicago Municipal Elections

1-17-010 (new) administrative ability for overseas and military absentee voting in Chicago Municipal Elections

Arena (45); Balcer (11); O2012-6632

Referred [C.J.p. 36096] Rules

1-17-020 (new) definitions of Chapter shall be defined as they are in 10 ILCS 5 et. al.

Arena (45); Balcer (11); O2012-6632

Referred [C.J.p. 36096] Rules

1-17-030 (new) ranked voting for oversease absentee voters and military absentee voters

Arena (45); Balcer (11); O2012-6632

Referred [C.J.p. 36096] Rules

MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 8 City Council & Wards of City

2-8-160 (new) (a) (b) (c) analysis of fiscal impact of collective bargaining agreements on pension funds

O'Connor (40); Burke (14); O2012-6626

Referred [C.J.p. 36081] Workforce Development

Ch. 25 Dept. of Business Affairs & Consumer Protection

2-25-050 (a) (b) powers and duties of commissioner and department

Emanuel (Mayor) O2012-6581

Referred [C.J.p. 33702] Budget

Ch. 68 Dept. of Management Information Systems

2-68-030 (i) (j) Chief information officer shall enter into agreement with Illinois Secretary of State to access, use or share data useful or necessary to carry out city functions

Emanuel (Mayor) O2012-5904

Referred [C.J.p. 32118] Budget

Passed [C.J.p. 35116]

Ch. 92 Dept. of Purchases, Contracts & Supplies

2-92-535 (new) (a) thru (d) establishment of mentoring program for M.B.E. and W.B.E.

Emanuel (Mayor); Austin O2012-5865

Referred [C.J.p. 32119] Budget

Passed [C.J.p. 35117]

Ch. 156 Governmental Ethics

2-156-019 (a) thru (f) whistleblower protection

Emanuel (Mayor) O2012-5885

Referred [C.J.p. 32120] Rules

Passed [C.J.p. 35125]

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (10.260) allow issuance of additional alcoholic liquor licenses on portions of S Commercial Ave

Pope (10) O2012-5631

Referred [C.J.p. 33566] License

Passed [C.J.p. 35339]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.100 thru 7.103) disallow issuance of additional alcoholic liquor licenses on portions of E 86th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.104) disallow issuance of additional alcoholic liquor licenses on portions of S Commercial Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.105) disallow issuance of additional alcoholic liquor licenses on portions of E 83rd Pl

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.106) disallow issuance of additional alcoholic liquor licenses on portions of S Bond Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.107 thru 7.109) disallow issuance of additional alcoholic liquor licenses on portions of S Paxton Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.110 thru 7.112) disallow issuanca of additional alcoholic liquor licenses on portions of S Luella Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.113 thru 7.115) disallow issuance of additional alcoholic liquor licenses on portions of S Crandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.116 thru 7.120) disallow issuance of additional alcoholic liquor licenses on portions of S Oglesby Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.121 thru 7.127) disallow issuance of additional alcoholic liquor licenses on portions of S Yates Blvd

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.128 thru 7.133) disallow issuance of additional alcoholic liquor licenses on portions of S Phillips Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.134 thru 7.139) disallow issuance of additional alcoholic liquor licenses on portions of S Essex Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.140 thru 7.146) disallow issuance of additional alcoholic liquor licenses on portions of S Kingston Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.147 thru 7.153) disallow issuance of additional alcoholic liquor licenses on portions of S Colfax Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.154 thru 7.160) disallow issuance of additional alcoholic liquor licenses on portions of S Saginaw Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.161 thru 7.166) disallow issuance of additional alcoholic liquor licenses on portions of S Marquette Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.167 thru 7.170) disallow issuance of additional alcoholic liquor licenses on portions of S Manistee Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.171 thru 7.175) disallow issuance of additional alcoholic liquor licenses on portions of S Burnham Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.176 thru 7.179) disallow issuance of additional alcoholic liquor licenses on portions of S Muskegon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.180 thru 7.183) disallow issuance of additional alcoholic liquor licenses on portions of S Exchange Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.184 & 7.185) disallow issuance of additional alcoholic liquor licenses on portions of S Commercial Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.186 & 7.187) disallow issuance of additional alcoholic liquor licenses on portions of S Houston Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.188 & 7.189) disallow issuance of additional alcoholic liquor licenses on portions of S Coles Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.190 & 7.191) disallow issuance of additional alcoholic liquor licenses on portions of S South Shore Dr

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.192 & 7.193) disallow issuance of additional alcoholic liquor licenses on portions of S Brandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.194 & 7.195) disallow issuance of additional alcoholic liquor licenses on portions of E 88th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.196) disallow issuance of additional alcoholic liquor licenses on portions of E 89th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.197 & 7.198) disallow issuance of additional alcoholic liquor licenses on portions of S South Chicago Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.199) disallow issuance of additional alcoholic liquor licenses on portions of S Muskegon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.200) disallow issuance of additional alcoholic liquor licenses on portions of E 91st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.201 & 7.202) disallow issuance of additional alcoholic liquor licenses on portions of S Anthony Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.203 thru 7.205) disallow issuance of additional alcoholic liquor licenses on portions of E 89th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.206) disallow issuance of additional alcoholic liquor licenses on portions of E 90th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.207) disallow issuance of additional alcoholic liquor licenses on portions of S Marquette Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.208) disallow issuance of additional alcoholic liquor licenses on portions of S Manistee St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.209 thru 7.212) disallow issuance of additional alcoholic liquor licenses on portions of E 90th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.213 thru 7.218) disallow issuance of additional alcoholic liquor licenses on portions of E 91st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.219 thru 7.224) disallow issuance of additional alcoholic liquor licenses on portions of E 92nd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.225 thru 7.231) disallow issuance of additional alcoholic liquor licenses on portions of E 93rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.232) disallow issuance of additional alcoholic liquor licenses on portions of E 92nd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.233 thru 7.238) disallow issuance of additional alcoholic liquor licenses on portions of E 94th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.239 thru 7.243) disallow issuance of additional alcoholic liquor licenses on portions of E 95th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.244 thru 7.246) disallow issuance of additional alcoholic liquor licenses on portions of E 96th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.247 & 7.248) disallow issuance of additional alcoholic liquor licenses on portions of E 97th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.249 thru 7.251) disallow issuance of additional alcoholic liquor licenses on portions of E 96th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.252 thru 7.256) disallow issuance of additional alcoholic liquor licenses on portions of E 99th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.257 thru 7.261) disallow issuance of additional alcoholic liquor licenses on portions of E 100th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.262 thru 7.265) disallow issuance of additional alcoholic liquor licenses on portions of E 101st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.266) disallow issuance of additional alcoholic liquor licenses on portions of E 102nd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.267 thru 7.269) disallow issuance of additional alcoholic liquor licenses on portions of S Torrence Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.27 & 7.28) disallow issuance of additional alcoholic liquor licenses on portions of E 71st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.270 & 7.271) disallow issuance of additional alcoholic liquor licenses on portions of S Hoxie Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.272) disallow issuance of additional alcoholic liquor licenses on portions of S Colfax Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.273) disallow issuance of additional alcoholic liquor licenses on portions of S Calhourn Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.274) disallow issuance of additional alcoholic liquor licenses on portions of S Bensley Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.275) disallow issuance of additional alcoholic liquor licenses on portions of S Calhoun Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.276 & 7.277) disallow issuance of additional alcoholic liquor licenses on portions of S Yates Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

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Ch. 60 Liquor Dealers

4-60-022 (7.278) disallow issuance of additional alcoholic liquor licenses on portions of S Oglesby Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.279) disallow issuance of additional alcoholic liquor licenses on portions of S Crandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.280) disallow issuance of additional alcoholic liquor licenses on portions of S Luella Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.281) disallow issuance of additional alcoholic liquor licenses on portions of S Paxton Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.282) disallow issuance of additional alcoholic liquor licenses on portions of S Merrill Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.283) disallow issuance of additional alcoholic liquor licenses on portions of S Constance Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.284) (7.285) disallow issuance of additional alcoholic liquor licenses on portions of S Van Vlissingen Rd

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.286) disallow issuance of additional alcoholic liquor licenses on portions of S Euclid Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.287) disallow issuance of additional alcoholic liquor licenses on portions of S Jeffery Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.288) disallow issuance of additional alcoholic liquor licenses on portions of S Chappel Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.289) disallow issuance of additional alcoholic liquor licenses on portions of E 98th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.29 thru 7.32) disallow issuance of additional alcoholic liquor licenses on portions of S South Shore Dr

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.290) disallow issuance of additional alcoholic liquor licenses on portions of S Oglesby Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.291) disallow issuance of additional alcoholic liquor licenses on portions of S Crandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.292) disallow issuance of additional alcoholic liquor licenses on portions of S Brennan Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.293) disallow issuance of additional alcoholic liquor licenses on portions of S Luella Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.294) disallow issuance of additional alcoholic liquor licenses on portions of S Merrion Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.295) (7.296 thru 7.298) disallow issuance of additional alcoholic liquor licenses on portions of S Clyde Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.299 thru 7.301) disallow issuance of additional alcoholic liquor licenses on portions of S Merrill Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.302 thru 7.304) disallow issuance of additional alcoholic liquor licenses on portions of S Paxton Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.305 thru 7.307) disallow issuance of additional alcoholic liquor licenses on portions of S Luella Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.308 & 7.310) disallow issuance of additional alcoholic liquor licenses on portions of S Crandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.309 & 7.311) disallow issuance of additional alcoholic liquor licenses on portions of S Oglesby Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.312 thru 7.314) disallow issuance of additional alcoholic liquor licenses on portions of S Yates Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.315 & 7.316) disallow issuance of additional alcoholic liquor licenses on portions of S Phillips Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.317 & 7.318) disallow issuance of additional alcoholic liquor licenses on portions of S Essex Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.319 & 7.320) disallow issuance of additional alcoholic liquor licenses on portions of S Kingston Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.321) (7.322) disallow issuance of additional alcoholic liquor licenses on portions of S Colfax Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.323) disallow issuance of additional alcoholic liquor licenses on portions of S Saginaw Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.33 thru 7.37) disallow issuance of additional alcoholic liquor licenses on portions of S Coles Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.38) disallow issuance of additional alcoholic liquor licenses on portions of E 73rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.39) disallow issuance of additional alcoholic liquor licenses on portions of E 74th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.40) disallow issuance of additional alcoholic liquor licenses on portions of E 75th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.41) disallow issuance of additional alcoholic liquor licenses on portions of E 77th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.42) disallow issuance of additional alcoholic liquor licenses on portions of E 78th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.43) disallow issuance of additional alcoholic liquor licenses on portions of E Cheltenham Pl

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.44 thru 7.46) disallow issuance of additional alcoholic liquor licenses on portions of E 73rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.47 thru 7.49) disallow issuance of additional alcoholic liquor licenses on portions of E 74th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.50 thru 7.54) disallow issuance of additional alcoholic liquor licenses on portions of E 76th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.55 thru 7.59) disallow issuance of additional alcoholic liquor licenses on portions of E 77th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.60 thru 7.65) disallow issuance of additional alcoholic liquor licenses on portions of E 78th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.66 & 7.67) disallow issuance of additional alcoholic liquor licenses on portions of E 80th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.68 thru 7.75) disallow issuance of additional alcoholic liquor licenses on portions of E 81st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-022 (7.76 thru 7.83) disallow issuance of additional alcoholic liquor licenses on portions of E 82nd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.84 thru 7.91) disallow issuance of additional alcoholic liquor licenses on portions of E 83rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.92 thru 7.95) disallow issuance of additional alcoholic liquor licenses on portions of E 84th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (7.96 thru 7.99) disallow issuance of additional alcoholic liquor licenses on portions of E 85th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-022 (8.41) allow issuance of additional alcoholic liquor licenses on portions of S Stony Island Ave

Harris (8) O2012-5652

Referred [C.J.p. 33564] License

Passed [C.J.p. 35338]

4-60-022 (new) (28.42) (28.43) disallow issuance of additional alcoholic liquor licenses on portions of W Cermak Rd

Ervin (28) O2012-6598

Referred [C.J.p. 36071] License

4-60-023 (15.81) allow issuance of additional package goods licenses on portions of S Kedzie Ave

Foulkes (15) O2012-6577

Referred [C.J.p. 36057] License

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-023 (21.52) disallow issuance of additional package goods licenses on portions of S Ashland Ave

Brookins (21) O2012-5678

Referred [C.J.p. 33577] License

Passed [C.J.p. 35374]

4-60-023 (27.193) allow issuance of additional package goods licenses on portions of W Randolph St

Reilly (42); Burnett (27) O2012-6611

Referred [C.J.p. 36091] License

4-60-023 (27.419) disallow issuance of additional package goods licenses on portions of N Noble St

Burnett (27) O2012-5654

Referred [C.J.p. 33582] License

Passed [C.J.p. 35375] SO2012-6471

4-60-023 (29.26) allow issuance of additional package goods licenses on portions of W Madison St

Graham (29) O2012-5639

Referred [C.J.p. 33586] License

Passed [C.J.p. 35377]

4-60-023 (3.48) (3.49) (3.50) disallow issuance of additional package goods licenses on portions of W Pershing Rd

Dowell (3) O2012-5641

Referred [C.J.p. 33558] License

Passed [C.J.p. 35372]

4-60-023 (3.51) disallow issuance of additional package goods licenses on portions of S State St

Dowell (3) O2012-5641

Referred [C.J.p. 33558] License

Passed [C.J.p. 35372]

4-60-023 (33.157) allow issuance of additional alcoholic liquor licenses on portions of N Albany Ave

Mell (33) O2012-5662

Referred [C.J.p. 33593] License

Passed [C.J.p. 35378]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-023 (33.18) allow issuance of additional alcoholic liquor licenses on portions of W Montrose Ave

Mell (33) O2012-5662

Referred [C.J.p. 33593] License

Passed [C.J.p. 35378]

4-60-023 (33.3) allow issuance of additional alcoholic liquor licenses on portions of N Kedzie Ave

Mell (33) O2012-5662

Referred [C.J.p. 33593] License

Passed [C.J.p. 35378]

4-60-023 (35.21) allow issuance of additional package goods licenses on portions of W North Ave

Colón (35) O2012-5629

Referred [C.J.p. 33595] License

Passed [C.J.p. 35380]

4-60-023 (43.64) disallow issuance of additional package goods licenses on portions of W Armitage Ave

Smith (43) O2012-6610

Referred [C.J.p. 36091] License

4-60-023 (48.16) allow issuance of additional alcoholic liquor licenses on portions of N Broadway

Osterman (48) O2012-5689

Referred [C.J.p. 33620] License

Passed [C.J.p. 35382]

4-60-023 (49.46) (49.47) disallow issuance of additional package goods licenses on portions of N Glenwood Ave

Moore (49) SO2012-5690

Referred [C.J.p. 33621] License

Passed [C.J.p. 35384]

4-60-023 (7.100 thru 7.103) disallow issuance of additional package goods licenses on portions of E 86th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-023 (7.104) disallow issuance of additional package goods licenses on portions of S Commercial Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.105) disallow issuance of additional package goods licenses on portions of E Bond Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.106) disallow issuance of additional package goods licenses on portions of S Bond Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.107 thru 7.109) disallow issuance of additional package goods licenses on portions of S Paxton Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.110 thru 7.112) disallow issuance of additional package goods licenses on portions of S Luella Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.113 thru 7.115) disallow issuance of additional package goods licenses on portions of S Crandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.116 thru 7.120) disallow issuance of additional package goods licenses on portions of S Oglesby Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

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4-60-023 (7.121 thru 7.127) disallow issuance of additional package goods licenses on portions of S Yates Blvd

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.128 thru 7.133) disallow issuance of additional package goods licenses on portions of S Phillips Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.134 thru 7.139) disallow issuance of additional package goods licenses on portions of S Essex Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.140 thru 7.146) disallow issuance of additional package goods licenses on portions of S Kingston Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.147 thru 7.153) disallow issuance of additional package goods licenses on portions of S Colfax Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.154 thru 7.160) disallow issuance of additional package goods licenses on portions of S Saginaw Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.161 thru 7.166) disallow issuance of additional package goods licenses on portions of S Marquette Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-023 (7.167 thru 7.170) disallow issuance of additional package goods licenses on portions of S Manistee Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.171 thru 7.175) disallow issuance of additional package goods licenses on portions of S Burnham Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.176 thru 7.179) disallow issuance of additional package goods licenses on portions of S Muskegon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.180 & 7.181) disallow issuance of additional package goods licenses on portions of S Escanaba Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.182 & 7.183) disallow issuance of additional package goods licenses on portions of S Exchange Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.184 & 7.185) disallow issuance of additional package goods licenses on portions of S Commercial Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.186 & 7.187) disallow issuance of additional package goods licenses on portions of S Houston Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

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4-60-023 (7.188 & 7.189) disallow issuance of additional package goods licenses on portions of S Coles Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.190 & 7.191) disallow issuance of additional package goods licenses on portions of S South Shore Dr

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.192 & 7.193) disallow issuance of additional package goods licenses on portions of S Brandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.194 & 7.195) disallow issuance of additional package goods licenses on portions of E 88th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.196) disallow issuance of additional package goods licenses on portions of E 89th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.197 & 7.198) disallow issuance of additional package goods licenses on portions of S South Chicago Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.199) disallow issuance of additional package goods licenses on portions of S Muskegon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

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Ch. 60 Liquor Dealers

4-60-023 (7.200) disallow issuance of additional package goods licenses on portions of E 91st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.201 & 7.202) disallow issuance of additional package goods licenses on portions of S Anthony Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.201) (7.202) disallow issuance of additional package goods licenses on portions of S Anthony Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.203 thru 7.205) disallow issuance of additional package goods licenses on portions of E 89th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.206) disallow issuance of additional package goods licenses on portions of E 90th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.207) disallow issuance of additional package goods licenses on portions of E 95th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.208) disallow issuance of additional package goods licenses on portions of S Manistee Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

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4-60-023 (7.209 thru 7.212) disallow issuance of additional package goods licenses on portions of E 90th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.213 thru 7.218) disallow issuance of additional package goods licenses on portions of E 91st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.219 thru 7.224) disallow issuance of additional package goods licenses on portions of E 92nd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.225 thru 7.231) disallow issuance of additional package goods licenses on portions of E 93rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.232) disallow issuance of additional package goods licenses on portions of E 92nd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.233 thru 7.238) disallow issuance of additional package goods licenses on portions of E 94th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.239 thru 7.243) disallow issuance of additional package goods licenses on portions of E 95th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

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4-60-023 (7.244 thru 7.246) disallow issuance of additional package goods licenses on portions of E 96th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.247 & 7.248) disallow issuance of additional package goods licenses on portions of E 97th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.249 thru 7.251) disallow issuance of additional package goods licenses on portions of E 96th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.252 thru 7.256) disallow issuance of additional package goods licenses on portions of E 99th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.257 thru 7.261) disallow issuance of additional package goods licenses on portions of E 100th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.262 thru 7.265) disallow issuance of additional package goods licenses on portions of E 101st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.266) disallow issuance of additional package goods licenses on portions of E 102nd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

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4-60-023 (7.267 thru 7.269) disallow issuance of additional package goods licenses on portions of S Torrence Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.27 & 7.28) disallow issuance of additional package goods licenses on portions of E 71st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.270 & 7.271) disallow issuance of additional package goods licenses on portions of S Hoxie Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.272) disallow issuance of additional package goods licenses on portions of S Colfax Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.273 & 7.275) disallow issuance of additional package goods licenses on portions of S Calhoun Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.274) disallow issuance of additional package goods licenses on portions of S Bensley Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.276 & 7.277) disallow issuance of additional package goods licenses on portions of S Yates Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

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4-60-023 (7.278) disallow issuance of additional package goods licenses on portions of S Oglesby Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.279) disallow issuance of additional package goods licenses on portions of S Crandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.280) disallow issuance of additional package goods licenses on portions of S Luella Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.281) disallow issuance of additional package goods licenses on portions of S Paxton Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.282) disallow issuance of additional package goods licenses on portions of S Merrill Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.283) disallow issuance of additional package goods licenses on portions of S Constance Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.284 thru 7.285) disallow issuance of additional package goods licenses on portions of S Van Vlissingen Rd

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

MUNICIPAL CODE AMENDMENTS

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Ch. 60 Liquor Dealers

4-60-023 (7.286 disallow issuance of additional package goods licenses on portions of S Euclid Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.287) disallow issuance of additional package goods licenses on portions of S Jeffery Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.288) disallow issuance of additional package goods licenses on portions of S Chappel Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.289) disallow issuance of additional package goods licenses on portions of E 98th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.29 thru 7.32) disallow issuance of additional package goods licenses on portions of S South Shore Dr

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.290) disallow issuance of additional package goods licenses on portions of S Oglesby Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.291) disallow issuance of additional package goods licenses on portions of S Crandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

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Ch. 60 Liquor Dealers

4-60-023 (7.292) disallow issuance of additional package goods licenses on portions of S Brennan Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.293) disallow issuance of additional package goods licenses on portions of S Luella Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.294) disallow issuance of additional package goods licenses on portions of S Merrion Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.295 thru 7.298) disallow issuance of additional package goods licenses on portions of S Clyde Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.298 thru 7.301) disallow issuance of additional package goods licenses on portions of S Merrill Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.302 thru 7.304) disallow issuance of additional package goods licenses on portions of S Paxton Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.305 thru 7.307) disallow issuance of additional package goods licenses on portions of S Luella Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

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4-60-023 (7.308 & 7.310) disallow issuance of additional package goods licenses on portions of S Crandon Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.309 & 7.311) disallow issuance of additional package goods licenses on portions of S Oglesby Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.312 thru 7.314) disallow issuance of additional package goods licenses on portions of S Yates Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.315 & 7.316) disallow issuance of additional package goods licenses on portions of S Phillips Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.317 & 318) disallow issuance of additional package goods licenses on portions of S Essex Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.320) disallow issuance of additional package goods licenses on portions of S Kingston Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.321 & 7.322) disallow issuance of additional package goods licenses on portions of S Colfax Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

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Ch. 60 Liquor Dealers

4-60-023 (7.323) disallow issuance of additional package goods licenses on portions of S Sagnaw Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.33 thru 7.37) disallow issuance of additional package goods licenses on portions of S Coles Ave

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.38) disallow issuance of additional package goods licenses on portions of E 73rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.39) disallow issuance of additional package goods licenses on portions of E 74th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.40) disallow issuance of additional package goods licenses on portions of E 75th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.41) disallow issuance of additional package goods licenses on portions of E 77th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.42) disallow issuance of additional package goods licenses on portions of E 78th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.43) disallow issuance of additional package goods licenses on portions of E Cheltenham Pl

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

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Ch. 60 Liquor Dealers

4-60-023 (7.44 thru 7.46) disallow issuance of additional package goods licenses on portions of E 73rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.47 thru 7.49) disallow issuance of additional package goods licenses on portions of E 74th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.50 thru 7.54) disallow issuance of additional package goods licenses on portions of E 73rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.55 thru 7.59) disallow issuance of additional package goods licenses on portions of E 77th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.60 thru 7.65) disallow issuance of additional package goods licenses on portions of E 78th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.66 & 7.67) disallow issuance of additional package goods licenses on portions of E 80th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.68 thru 7.75) disallow issuance of additional package goods licenses on portions of E 81st St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

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Ch. 60 Liquor Dealers

4-60-023 (7.76 thru 7.83) disallow issuance of additional package goods licenses on portions of E 82nd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.84 thru 7.91) disallow issuance of additional package goods licenses on portions of E 83rd St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.92 thru 7.95) disallow issuance of additional package goods licenses on portions of E 84th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (7.96 thru 7.99) disallow issuance of additional package goods licenses on portions of E 85th St

Jackson (7) O2012-5623

Referred [C.J.p. 33564] License

Passed [C.J.p. 35341]

4-60-023 (new) (27.394) allow issuance of additional package goods licenses on portions of N Halsted St

Burnett (27) O2012-6578

Referred [C.J.p. 36068] License

4-60-023 (new) (28.46) (28.47) disallow issuance of additional package goods licenses on portions of W Cermak Rd

Ervin (28) O2012-6598

Referred [C.J.p. 36071] License

4-62-023 (33.17) allow issuance of additional alcoholic liquor licenses on portions of W Montrose Ave

Mell (33) O2012-5662

Referred [C.J.p. 33593] License

Passed [C.J.p. 35378]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 244 Peddlers

4-244-140 (a) (b) peddling prohibited in certain areas of 29th ward

Graham (29) O2012-5635

Referred [C.J.p. 33587] License

Passed [C.J.p. 35385]

Title 7 - Health & Safety

Ch. 28 Health Nuisances

7-28-785 (a) thru (g) (j) (m) (n) (q) further regulate collection bins

Brookins (21) O2012-6609

Referred [C.J.p. 36059] License

Ch. 38 Food Establishments-Sanitary Operating Requirements

7-38-117 (a) (b) establishment of designation mobile food vehicle stands at various addresses

Emanuel (Mayor) SO2012-6638

Referred [C.J.p. 33712] License

Title 8 - Offenses Affecting Public Peace, Morals & Welfare

Ch. 26 Gun Offender Registration Ordinance

8-26-010 gun offense codes and definitions

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

8-26-020 (a) thru (f) rules and regulations of gun offender

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

8-26-030 (a) (b) gun offender initial and annual registration

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

8-26-035 (new) gun offender shall be in violation if knowingly provide any false or misleading information pertaining to registration information

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

8-26-040 gun offender registration period

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

MUNICIPAL CODE AMENDMENTS

Title 8 - Offenses Affecting Public Peace, Morals & Welfare

Ch. 26 Gun Offender Registration Ordinance

8-26-050 gun offender duty to report change of information

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

8-26-055 (new) shall be provided with individual notice in writing of gun offender's duty to register

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

8-26-080 gun offender community notification

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

8-26-110 amended by deleting Section

Burke (14) O2012-6603

Referred [C.J.p. 36056] Public Safety

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 64 Parking Regulations

9-64-050 (a) Commissioner of Transportation is authorized to erect residential street in RS1, RS2, RS3, RT3.5, RT4, RM4.5 or RM5

Emanuel (Mayor) O2012-6587

Referred [C.J.p. 33702] Pedestrian and Traffic Safety

Ch. 72 Size & Weight Limits

9-72-070 increase the special permit fees for vehicle(s) not in conformity with the size regulations or the wheel and axle load and gross weight provisions to be operated upon any street or highway under the jurisdiction of city

Pope (10) O2012-6622

Referred [C.J.p. 36054] Pedestrian and Traffic Safety

Title 17 - Chicago Zoning Ordinance

Ch. 3 Business & Commercial Districts

17-3-0207 recycling facilities within Commercial Zoning Districts modified in use table and standards from

Balcer (11) O2012-4997

Referred [C.J.p. 32030] Zoning

Passed [C.J.p. 35865]

MUNICIPAL CODE AMENDMENTS

Title 17 - Chicago Zoning Ordinance

Ch. 3 Business & Commercial Districts

17-3-0503-D pedesterian streets and pedestrian retail streets

3400-4200 N Roscoe St

Waguespack (32) O2012-6606

Referred [C.J.p. 36075] Zoning

OATHS OF OFFICE

Arvetis, John M.

Laborers' and Retirement Board Employees' Annuity and Benefit Fund (Trustee)

Mendoza (Clerk) F2012-47

Filed [C.J.p. 33714]

PARKING

Handicapped

1328 W 109th Pl

Remove

Austin (34) O2012-5448

Referred [C.J.p. 31999] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

1328 W 109th St

Austin (34) O2012-6840

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

1554 W 122nd Pl

Austin (34) O2012-6203

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35414] SO2012-6563

2646 W 22nd Pl

Ervin (28) O2012-7060

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

4032 W 24th Pl

Remove

Munoz (22) O2012-6703

Referred [C.J.p. 36031] Pedestrian and Traffic Safety

PARKING

Handicapped

513 W 25th Pl

Remove

Balcer (11) O2012-6618

Referred [C.J.p. 36030] Pedestrian and Traffic Safety

306 W 29th St

Balcer (11) O2012-5973

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

1239 W 31st Pl

Balcer (11) O2012-5945

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

2025 W 35th St

Cardenas (12) O2012-5989

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35413] SO2012-6563

433 W 37th St

Balcer (11) O2012-5944

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

439 W 37th St

Remove

Balcer (11) O2012-5941

Referred [C.J.p. 33523] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

2538 W 40th St

Cardenas (12) O2012-6799

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

2816 W 40th St

Cardenas (12) O2012-5982

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35413] SO2012-6563

PARKING

Handicapped

1352 E 48th St

Burns (4) O2012-5810

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

3136 W 54th Pl

Remove

Burke (14) O2012-6825

Referred [C.J.p. 36030] Pedestrian and Traffic Safety

3716 W 60th Pl

Quinn (13) O2012-6819

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

3655 W 61st Pl

Quinn (13) O2012-6001

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

3744 W 61st St

Quinn (13) O2012-6027

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

3641 W 62nd Pl

Quinn (13) O2012-6024

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

3904 W 63rd Pl

Quinn (13) O2012-6808

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

6214 W 63rd Pl

Quinn (13) O2012-7053

Referred [C.J.p. 36030] Pedestrian and Traffic Safety

6517 W 63rd Pl

Remove

Zalewski (23) O2012-5917

Referred [C.J.p. 33525] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

PARKING

Handicapped

7142 W 64th St

Amend

Zalewski (23) O2012-6904

Referred [C.J.p. 36031] Pedestrian and Traffic Safety

1477 W 72nd Pl

Thomas (17) O2012-6173

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

2120 W 72nd Pl

Thomas (17) O2012-6177

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

3533 W 73rd Pl

Remove

Lane (18) O2012-6294

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

2106 W 73rd St

Thomas (17) O2012-6187

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

1220 W 74th Pl

Thomas (17) Or2012-543

Referred [C.J.p. 33522] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

1053 E 80th St

Harris (8) O2012-6780

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

3638 W 80th St

Lane (18) O2012-6284

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed SO2012-6564

PARKING

Handicapped

1130 E 81st St

Harris (8) O2012-5894

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

3316 W 83rd Pl

Lane (18) O2012-6252

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

2840 W 84th St

Lane (18) O2012-6244

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

1528 E 86th St

Harris (8) O2012-6770

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

221 W 90th Pl

Remove

Jackson (7) O2012-5825

Referred [C.J.p. 33527] Pedestrian and Traffic Safety

Passed SO2012-6564

1421 E 90th Pl

Harris (8) O2012-5856

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

3049 E 97th St

Pope (10) O2012-6789

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

4436 S Albany Ave

Burke (14) O2012-6828

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

2959 W Altgeld St

Colón (35) O2012-6868

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

PARKING

Handicapped

3703 W Arthington St

Chandler (24) O2012-6099

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

2534 W Augusta Blvd

Moreno (1) O2012-6709

Referred [C.J.p. 36020] Pedestrian and Traffic Safety

10317 S Avenue G

Pope (10) O2012-6792

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

3241 S Avers Ave

Munoz (22) O2012-5829

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

6038 W Barry Ave

Sposato (36) O2012-6291

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

1919 W Belle Plaine Ave

Pawar (47) O2012-6966

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

1937 W Belle Plaine Ave

Remove

Pawar (47) O2012-6608

Referred [C.J.p. 36032] Pedestrian and Traffic Safety

2128 W Belle Plaine Ave

Pawar (47) O2012-6350

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

8018 S Bennett Ave

Harris (8) O2012-5912

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

PARKING

Handicapped

7731 S Bishop St

Thomas (17) O2012-6190

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

8037 S Blackstone Ave

Harris (8) O2012-5873

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

3049 S Broad St

Balcer (11) O2012-6797

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

13536 S Burley Ave

Pope (10) O2012-5931

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

10010 S Calhoun Ave

Jackson (7) O2012-5827

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

3270 N California Ave

Mell (33) O2012-6812

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

4217 S Campbell Ave

Cardenas (12) O2012-5992

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35413] SO2012-6563

4350 N Campbell Ave

Amend

Pawar (47) O2012-6971

Referred [C.J.p. 36032] Pedestrian and Traffic Safety

4700 N Campbell Ave

Pawar (47) O2012-6348

Referred [C.J.p. 33527] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

PARKING

Handicapped

4716 N Campbell Ave

Pawar (47) O2012-6349

Referred [C.J.p. 33527] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35414] SO2012-6563, SO2012-6564

6025 N Campbell Ave

Remove

O'Connor (40) O2012-6630

Referred [C.J.p. 36032] Pedestrian and Traffic Safety

2906 S Canal St

Balcer (11) O2012-5960

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

925 W Carmen Ave

Osterman (48) O2012-6356

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

7227 S Carpenter St

Thomas (17) Or2012-539

Referred [C.J.p. 33522] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

11636 S Carpenter St

Austin (34) O2012-6830

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

11006 S Central Ave

O'Shea (19) O2012-6366

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

7724 S Chappel Ave

Harris (8) O2012-6768

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

3036 N Christiana Ave

Colón (35) O2012-6207

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

PARKING

Handicapped

9122 S Clyde Ave

Harris (8) O2012-6772

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

7322 S Coles Ave

Jackson (7) O2012-5831

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

1112 W Columbia Ave

Moore (49) O2012-6359

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

4715 W Congress Pkwy

Chandler (24) O2012-6922

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

8840 S Cornell Ave

Remove

Harris (8) O2012-5878

Referred [C.J.p. 33523] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

5555 W Cortez St

Mitts (37) O2012-6341

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

2719 S Crowell St

Balcer (11) O2012-5969

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

5309 W Crystal St

Mitts (37) O2012-6369

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

2419 W Cullom Ave

Pawar (47) O2012-6969

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

PARKING

Handicapped

4835 W Deming Pl

Remove

Suarez (31) O2012-5567

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

4800 S Dorchester Ave

Burns (4) O2012-5805

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

7935 S Dorchester Ave

Harris (8) O2012-6764

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

4720 S Dr Martin Luther King Jr Dr

Dowell (3) O2012-5798

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

4523 N Drake Ave

Mell (33) O2012-6168

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

4525 N Drake Ave

Mell (33) O2012-6815

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

4858 N Drake Ave

Remove

Laurino (39) O2012-7066

Referred [C.J.p. 36032] Pedestrian and Traffic Safety

5406 S Drexel Ave

Hairston (5) O2012-6732

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

4835 W Drummond Pl

Remove

Suarez (31) O2012-6950

Referred [C.J.p. 36031] Pedestrian and Traffic Safety

PARKING

Handicapped

4944 N Drummond Pl

Remove

Suarez (31) O2012-6948

Referred [C.J.p. 36031] Pedestrian and Traffic Safety

1284 W Early Ave

Osterman (48) O2012-6352

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

7252 S East End Ave

Harris (8) O2012-5853

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

7301 S East End Ave

Harris (8) O2012-5906

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

3134 W Eastwood Ave

Mell (33) O2012-6169

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

2008 S Eggleston Ave

Austin (34) O2012-6845

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

5954 S Elizabeth St

Thompson (16) O2012-6852

Referred [C.J.p. 36030] Pedestrian and Traffic Safety

11361 S Elizabeth St

Austin (34) O2012-6832

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

9207 S Ellis Ave

Harris (8) O2012-6766

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

PARKING

Handicapped

2954 N Elston Ave

Moreno (1) O2012-7036

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

3012 S Emerald Ave

Balcer (11) O2012-5970

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

10110 S Emerald Ave

Austin (34) O2012-6596

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

1815 W Erie St

Remove

Moreno (1) O2012-6725

Referred [C.J.p. 36029] Pedestrian and Traffic Safety

1923 W Estes Ave

Amend

Moore (49) O2012-6365

Referred [C.J.p. 33526] Pedestrian and Traffic Safety

Passed [C.J.p. 35405] SO2012-6564

2624 W Estes Ave

Silverstein (50) O2012-6392

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

8108 S Euclid Ave

Harris (8) O2012-5902

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

3527 W Evergreen Ave

Maldonado (26) O2012-6135

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35414] SO2012-6563

PARKING

Handicapped

8935 S Exchange Ave

Pope (10) O2012-5924

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

1217 S Fairfield Ave

Ervin (28) O2012-5580

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

5207 S Fairfield Ave

Burke (14) O2012-6085

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

5737 N Fairfield Ave

O'Connor (40) O2012-6351

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

6230 N Fairfield Ave

Amend

Silverstein (50) O2012-6385

Referred [C.J.p. 33526] Pedestrian and Traffic Safety

Passed [C.J.p. 35405] SO2012-6564

7225 S Fairfield Ave

Lane (18) O2012-6239

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

2102 W Fargo Ave

Moore (49) O2012-6972

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

2436 W Fillmore St

Ervin (28) O2012-7063

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

PARKING

Handicapped

4618 S Francisco Ave

Amend

Burke (14) O2012-6088

Referred [C.J.p. 33523] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

6250 N Francisco Ave

Silverstein (50) O2012-6376

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

7938 S Francisco Ave

Lane (18) O2012-6270

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

1025 W Garfield Blvd

Thompson (16) O2012-6147

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

2056 W Garfield Blvd

Thompson (16) O2012-6141

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

3022 W George St

Colón (35) O2012-6878

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

4724 W Gladys Ave

Chandler (24) O2012-6925

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

2907 W Glenlake Ave

Silverstein (50) O2012-6978

Referred [C.J.p. 36029] Pedestrian and Traffic Safety

6244 W Grace St

Cullerton (38) O2012-6921

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

PARKING

Handicapped

10717 S Green Bay Ave

Pope (10) O2012-5928

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

7828 S Green St

Thomas (17) Or2012-541

Referred [C.J.p. 33522] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

1361 W Greenleaf Ave

Amend

Moore (49) O2012-6361

Referred [C.J.p. 33526] Pedestrian and Traffic Safety

Passed [C.J.p. 35405] SO2012-6564

8448 W Gregory St

O'Connor (41) O2012-6931

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

2440 W Grenshaw St

Ervin (28) O2012-5579

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

3619 W Grenshaw St

Chandler (24) O2012-6926

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

2942 N Gresham Ave

Colón (35) O2012-6205

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

4046 N Hamlin Ave

Laurino (39) O2012-6377

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

4849 N Harding Ave

Laurino (39) O2012-6388

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

PARKING

Handicapped

5005 N Harding Ave

Laurino (39) O2012-6382

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

5005 W Henderson St

Amend

Cullerton (38) O2012-6381

Referred [C.J.p. 33527] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

5731 W Henderson St

Cullerton (38) O2012-6389

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

1068 N Hermitage Ave

Moreno (1) O2012-5791

Referred [C.J.p. 33508] Pedestrian and Traffic Safety

Passed [C.J.p. 35395] SO2012-6564

3718 S Hermitage Ave

Balcer (11) O2012-5952

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

8223 S Hermitage Ave

Lane (18) O2012-6258

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

8239 S Hermitage Ave

Lane (18) O2012-6255

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

6830 W Highland Ave

O'Connor (41) O2012-6355

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

PARKING

Handicapped

4141 W Hirsch St

Mitts (37) O2012-6345

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

4305 W Hirsch St

Mitts (37) O2012-6347

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed SO2012-6564

1518 W Hollywood Ave

Osterman (48) O2012-6354

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

3726 S Honore St

Balcer (11) O2012-5950

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35413] SO2012-6563

7224 S Honore St

Thomas (17) Or2012-540

Referred [C.J.p. 33522] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

7238 S Honore St

Thomas (17) O2012-6183

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

8051 S Honore St

Lane (18) O2012-6280

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

4939 S Hoyne Ave

Thompson (16) O2012-6145

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

PARKING

Handicapped

4917 W Iowa St
Mitts (37) O2012-6340
Referred [C.J.p. 33519] Pedestrian and Traffic Safety
Passed [C.J.p. 35401] SO2012-6564

9100 S Justine St
Brookins (21) O2012-6857
Referred [C.J.p. 36023] Pedestrian and Traffic Safety

11754 S Justine St
Austin (34) O2012-6851
Referred [C.J.p. 36026] Pedestrian and Traffic Safety

4927 W Kamerling Ave
Amend
Mitts (37) O2012-6337
Referred [C.J.p. 33525] Pedestrian and Traffic Safety
Passed [C.J.p. 35404] SO2012-6564

4718 S Karlov Ave
Burke (14) O2012-6107
Referred [C.J.p. 33512] Pedestrian and Traffic Safety
Passed [C.J.p. 35397] SO2012-6564

4913 N Karlov Ave
Laurino (39) O2012-6379
Referred [C.J.p. 33519] Pedestrian and Traffic Safety
Passed [C.J.p. 35401] SO2012-6564

4620 N Kasson Ave
Laurino (39) O2012-6923
Referred [C.J.p. 36027] Pedestrian and Traffic Safety

6122 S Keating Ave
Quinn (13) O2012-6009
Referred [C.J.p. 33512] Pedestrian and Traffic Safety
Passed [C.J.p. 35397] SO2012-6564

2838 S Kedvale Ave
Remove
Munoz (22) O2012-6661
Referred [C.J.p. 36031] Pedestrian and Traffic Safety

PARKING

Handicapped

3145 S Kedvale Ave
Munoz (22) O2012-5832
Referred [C.J.p. 33515] Pedestrian and Traffic Safety
Passed [C.J.p. 35399] SO2012-6564

3224 S Kedvale Ave
Munoz (22) O2012-5813
Referred [C.J.p. 33515] Pedestrian and Traffic Safety
Passed [C.J.p. 35399] SO2012-6564

4904 N Kedvale Ave
Laurino (39) O2012-6383
Referred [C.J.p. 33519] Pedestrian and Traffic Safety
Passed [C.J.p. 35401] SO2012-6564

6329 N Kedvale Ave
Laurino (39) O2012-6372
Referred [C.J.p. 33520] Pedestrian and Traffic Safety
Passed [C.J.p. 35401] SO2012-6564

5945 S Keeler Ave
Quinn (13) O2012-6804
Referred [C.J.p. 36022] Pedestrian and Traffic Safety

2120 N Kenneth Ave
Suarez (31) O2012-6322
Referred [C.J.p. 33517] Pedestrian and Traffic Safety
Passed [C.J.p. 35400] SO2012-6564

5650 S Kenneth Ave
Quinn (13) O2012-6036
Referred [C.J.p. 33512] Pedestrian and Traffic Safety
Passed [C.J.p. 35397] SO2012-6564

7918 S Kenwood Ave
Harris (8) O2012-5888
Referred [C.J.p. 33510] Pedestrian and Traffic Safety
Passed [C.J.p. 35396] SO2012-6564

6353 S Kilpatrick Ave
Quinn (13) O2012-6016
Referred [C.J.p. 33512] Pedestrian and Traffic Safety
Passed [C.J.p. 35397] SO2012-6564

PARKING

Handicapped

6611 S Kilpatrick Ave

Quinn (13) O2012-6029

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

1315 S Kolin Ave

Chandler (24) O2012-5938

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

4919 S Kolin Ave

Amend

Zalewski (23) O2012-5921

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

5920 S Kolin Ave

Remove

Quinn (13) O2012-5996

Referred [C.J.p. 33523] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

6345 S Kolin Ave

Remove

Quinn (13) O2012-6801

Referred [C.J.p. 36030] Pedestrian and Traffic Safety

6035 S Kolmar Ave

Quinn (13) O2012-6005

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

1851 S Komensky Ave

Chandler (24) O2012-6080

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

4841 S La Crosse Ave

Zalewski (23) O2012-5891

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

PARKING

Handicapped

1910 S Laflin St

Solis (25) O2012-4307

Referred [C.J.p. 29142] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35415] SO2012-6563

6610 S Laflin St

Remove

Thomas (17) O2012-6655

Referred [C.J.p. 36031] Pedestrian and Traffic Safety

6819 N Lakewood Ave

Moore (49) O2012-6977

Referred [C.J.p. 36029] Pedestrian and Traffic Safety

5021 S Lamon Ave

Amend

Zalewski (23) O2012-5919

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

4737 S Laporte Ave

Remove

Zalewski (23) O2012-5927

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

5425 S Laporte Ave

Repeal

Zalewski (23) O2012-6409

Referred [C.J.p. 33527] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

4639 S Laramie Ave

Zalewski (23) O2012-5837

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

5147 S Latrobe Ave

Zalewski (23) O2012-5922

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

PARKING

Handicapped

5207 N Latrobe Ave

Arena (45) O2012-6387

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

1055 N Lavergne Ave

Mitts (37) O2012-6367

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

2133 N Lavergne Ave

Amend

Suarez (31) O2012-6140

Referred [C.J.p. 33525] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

2141 N Lavergne Ave

Suarez (31) O2012-6945

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

4632 S Lavergne Ave

Zalewski (23) O2012-6898

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

1810 S Lawndale Ave

Chandler (24) O2012-5940

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

3011 S Lawndale Ave

Munoz (22) O2012-5826

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

928 N Leamington Ave

Mitts (37) O2012-6905

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

3920 N Leclaire Ave

Arena (45) O2012-6964

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

PARKING

Handicapped

4431 S Leclaire Ave

Zalewski (23) O2012-5925

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

3346 W Lexington St

Chandler (24) O2012-6101

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

1401 N Linder Ave

Mitts (37) O2012-6912

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

5205 S Linder Ave

Zalewski (23) O2012-5848

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

5158 S Long Ave

Burke (14) O2012-6096

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

939 N Lorel Ave

Amend

Mitts (37) O2012-6919

Referred [C.J.p. 36031] Pedestrian and Traffic Safety

940 N Lorel Ave

Mitts (37) O2012-6917

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

1742 N Lorel Ave

Mitts (37) O2012-6911

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

5316 S Lorel Ave

Zalewski (23) O2012-6895

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

PARKING

Handicapped

2554 S Lowe Ave

Balcer (11) O2012-5967

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Passed [C.J.p. 35397]

3414 S Lowe Ave

Balcer (11) O2012-5956

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35413] SO2012-6563

3630 N Luna Ave

Cullerton (38) O2012-6384

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

8026 S Manistee Ave

Jackson (7) O2012-6736

Referred [C.J.p. 36029] Pedestrian and Traffic Safety

6628 N Maplewood Ave

Amend

Silverstein (50) O2012-6525

Direct Introduction City Council

Passed [C.J.p. 35405] SO2012-6564

7011 S Maplewood Ave

Lane (18) O2012-6219

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

4250 N Marine Dr

Cappleman (46) O2012-6344

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

9225 S Marquette Ave

Jackson (7) O2012-5822

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

PARKING

Handicapped

4527 S Marshfield Ave

Dowell (3) O2012-5793

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

6240 S Mayfield Ave

Quinn (13) O2012-6019

Referred [C.J.p. 33512] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

2916 W Mclean Ave

Colón (35) O2012-6864

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

4021 N Mcvicker Ave

Cullerton (38) O2012-6391

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

2251 N Menard Ave

Mitts (37) O2012-6343

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

5255 S Menard Ave

Zalewski (23) O2012-6886

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

7746 S Merrill Ave

Harris (8) O2012-6761

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

5313 S Merrimac Ave

Zalewski (23) O2012-6877

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

5801 S Merrimac Ave

Zalewski (23) O2012-5854

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

PARKING

Handicapped

2511 S Millard Ave

Munoz (22) O2012-6861

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

6031 S Mobile Ave

Remove

Zalewski (23) O2012-5850

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

1017 N Monitor Ave

Graham (29) O2012-6524

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

2106 N Monitor Ave

Amend

Reboyras (30) O2012-5557

Referred [C.J.p. 33525] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

2517 N Mont Clare Ave

Sposato (36) O2012-6899

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

5840 S Morgan St

Remove

Thompson (16) O2012-6849

Referred [C.J.p. 36030] Pedestrian and Traffic Safety

8640 S Morgan St

Brookins (21) O2012-5808

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

10027 S Morgan St

Austin (34) O2012-7102

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

PARKING

Handicapped

1720 N Mozart St

Moreno (1) O2012-5778

Referred [C.J.p. 33508] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

4047 N Mozart St

Mell (33) O2012-6159

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

5111 S Narragansett Ave

Zalewski (23) O2012-6881

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

6125 S Natoma Ave

Zalewski (23) O2012-6900

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

6007 N Navarre Ave

O'Connor (41) O2012-6374

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

5540 S Neenah Ave

Remove

Zalewski (23) O2012-5916

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

4150 W Nelson St

Suarez (31) O2012-7088

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

4819 W Nelson St

Amend

Suarez (31) O2012-6142

Referred [C.J.p. 33525] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

PARKING

Handicapped

1121 W Newport Ave

Remove

Tunney (44) O2012-6946

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

1505 N North Park Ave

Burnett (27) O2012-6936

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

5437 S Nottingham Ave

Zalewski (23) O2012-6889

Referred [C.J.p. 36024] Pedestrian and Traffic Safety

3812 N Oak Park Ave

Cullerton (38) O2012-6371

Referred [C.J.p. 33519] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

1548 N Oakley Ave

Moreno (1) O2012-5777

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35395] SO2012-6564

3105 N Oakley Ave

Waguespack (32) O2012-6148

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

6128 N Oakley Ave

Silverstein (50) O2012-6380

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

5204 N Oakview Ave

O'Connor (41) O2012-6370

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

8517 S Oglesby Ave

Harris (8) O2012-5896

Referred [C.J.p. 33510] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

PARKING

Handicapped

3538 N Oketo Ave

Sposato (36) O2012-6286

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

3640 N Overhill Ave

Sposato (36) O2012-6282

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35401] SO2012-6564

2442 N Parkside Ave

Reboyras (30) O2012-6546

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

12344 S Parnell Ave

Austin (34) O2012-6835

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

4326 S Paulina St

Remove

Cardenas (12) O2012-5985

Referred [C.J.p. 33523] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

6064 N Paulina St

O'Connor (40) O2012-6927

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

7551 S Paulina St

Thomas (17) Or2012-544

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

7518 S Paxton Ave

Harris (8) O2012-6778

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

7805 S Peoria St

Thomas (17) O2012-5963

Referred [C.J.p. 33522] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

PARKING

Handicapped

10434 S Peoria St

Austin (34) O2012-6848

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

11738 S Perry Ave

Austin (34) O2012-6827

Referred [C.J.p. 36026] Pedestrian and Traffic Safety

3412 W Pershing Rd

Cardenas (12) O2012-5980

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35413] SO2012-6563

7542 S Phillips Ave

Remove

Jackson (7) O2012-5834

Referred [C.J.p. 33527] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

3638 N Pine Grove Ave

Cappleman (46) O2012-6378

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SQ2012-6564

1524 W Pratt Ave

Moore (49) O2012-6975

Referred [C.J.p. 36029] Pedestrian and Traffic Safety

1524 W Pratt Blvd

Amend

Moore (49) O2012-6363

Referred [C.J.p. 33526] Pedestrian and Traffic Safety

Passed [C.J.p. 35405] SO2012-6564

2730 S Princeton Ave

Balcer (11) O2012-5964

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35413] SO2012-6563

PARKING

Handicapped

4904 W Quincy St

Ervin (28) O2012-5577

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

3019 S Quinn St

Balcer (11) O2012-5957

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

5219 N Reserve Ave

O'Connor (41) O2012-6368

Referred [C.J.p. 33520] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

10729 S Rhodes Ave

Beale (9) O2012-6786

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

5939 S Richmond St

Amend

Thompson (16) O2012-6155

Referred [C.J.p. 33523] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

7544 S Ridgeland Ave

Harris (8) O2012-6775

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

1012 N Ridgeway Ave

Burnett (27) O2012-6137

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

3744 N Ridgeway Ave

Remove

Laurino (39) O2012-7065

Referred [C.J.p. 36032] Pedestrian and Traffic Safety

4855 N Rockwell Ave

Pawar (47) O2012-6967

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

PARKING

Handicapped

5507 N Rockwell Ave
Amend
O'Connor (40) O2012-6346
Referred [C.J.p. 33525] Pedestrian and Traffic Safety
Passed [C.J.p. 35404]

6327 S Rockwell Ave
Foulkes (15) O2012-6838
Referred [C.J.p. 36023] Pedestrian and Traffic Safety

7245 S Rockwell Ave
Lane (18) O2012-6264
Referred [C.J.p. 33514] Pedestrian and Traffic Safety
Passed [C.J.p. 35398] SO2012-6564

4746 S Rockwell St
Remove
Cardenas (12) O2012-6800
Referred [C.J.p. 36030] Pedestrian and Traffic Safety

659 W Roscoe St
Remove
Tunney (44) O2012-6943
Referred [C.J.p. 36032] Pedestrian and Traffic Safety

4338 N Sacramento Ave
Remove
Mell (33) O2012-5446
Referred [C.J.p. 31999] Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 35414] SO2012-6563

6238 N Sacramento Ave
Amend
Silverstein (50) O2012-6393
Referred [C.J.p. 33526] Pedestrian and Traffic Safety
Passed [C.J.p. 35405] SO2012-6564

7717 S Saginaw Ave
Jackson (7) O2012-6739
Referred [C.J.p. 36021] Pedestrian and Traffic Safety

PARKING

Handicapped

9915 S Sangamon St
Austin (34) O2012-6841
Referred [C.J.p. 36026] Pedestrian and Traffic Safety

2942 N Sawyer Ave
Colón (35) O2012-6874
Referred [C.J.p. 36026] Pedestrian and Traffic Safety

1812 N Sayre Ave
Sposato (36) O2012-6296
Referred [C.J.p. 33518] Pedestrian and Traffic Safety
Passed [C.J.p. 35401] SO2012-6564

6248 W School St
Amend
Sposato (36) O2012-6309
Referred [C.J.p. 33525] Pedestrian and Traffic Safety
Passed [C.J.p. 35403] SO2012-6564

5621 S Seeley Ave
Foulkes (15) O2012-6134
Referred [C.J.p. 33513] Pedestrian and Traffic Safety
Passed [C.J.p. 35398] SO2012-6564

4500 N Sheridan Rd
Cappleman (46) O2012-6373
Referred [C.J.p. 33520] Pedestrian and Traffic Safety
Passed [C.J.p. 35402] SO2012-6564

4757 N Sheridan Rd
Cappleman (46) O2012-6202
Referred [C.J.p. 33536] Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 35415] SO2012-6563

1500 W Sherwin Ave
Amend
Moore (49) O2012-6358
Referred [C.J.p. 33526] Pedestrian and Traffic Safety
Passed [C.J.p. 35404] SO2012-6564

PARKING

Handicapped

3317 N Southport Ave

Tunney (44) O2012-6947

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

3032 N Spaulding Ave

Colón (35) O2012-6893

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

1220 S Springfield Ave

Chandler (24) O2012-5936

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

2116 S Springfield Ave

Chandler (24) O2012-6082

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

2517 S Springfield Ave

Munoz (22) O2012-5835

Referred [C.J.p. 33515] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

2450 N St Louis Ave

Maldonado (26) O2012-6132

Referred [C.J.p. 33516] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35414] SO2012-6563

3610 W Sunnyside Ave

Mell (33) O2012-6162

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed SO2012-6564

2332 W Superior St

Moreno (1) O2012-5787

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35396] SO2012-6564

6038 S Throop St

Thompson (16) O2012-6843

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

PARKING

Handicapped

1341 W Touhy Ave

Moore (49) O2012-6974

Referred [C.J.p. 36029] Pedestrian and Traffic Safety

4410 N Tripp Ave

Arena (45) O2012-6961

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

5444 S Tripp Ave

Remove

Zalewski (23) O2012-5929

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35404] SO2012-6564

6144 S Tripp Ave

Quinn (13) O2012-6805

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

6730 S Tripp Ave

Quinn (13) O2012-6811

Referred [C.J.p. 36022] Pedestrian and Traffic Safety

8505 S Tripp Ave

Lane (18) O2012-6247

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35399] SO2012-6564

3910 N Troy St

Mell (33) O2012-6818

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

4515 S Troy St

Amend

Burke (14) O2012-6092

Referred [C.J.p. 33523] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

4705 N Troy St

Mell (33) O2012-6814

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

PARKING

Handicapped

5012 N Troy St

Mell (33) O2012-6166

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

8243 S Troy St

Lane (18) O2012-6224

Referred [C.J.p. 33514] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

5135 S Trumbull Ave

Burke (14) O2012-6104

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35397] SO2012-6564

9704 S Van Vlissingen Rd

Jackson (7) O2012-6748

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

3223 W Victoria St

O'Connor (40) O2012-6929

Referred [C.J.p. 36027] Pedestrian and Traffic Safety

2950 W Wabansia Ave

Colón (35) O2012-6221

Referred [C.J.p. 33518] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

3310 S Wallace St

Balcer (11) O2012-5961

Referred [C.J.p. 33511] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35413] SO2012-6563

1720 W Wallen Ave

Moore (49) O2012-6973

Referred [C.J.p. 36029] Pedestrian and Traffic Safety

1340 N Waller Ave

Graham (29) O2012-6523

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

PARKING

Handicapped

4921 W West End Ave

Ervin (28) O2012-5581

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

206 S Whipple St

Ervin (28) O2012-5578

Referred [C.J.p. 33517] Pedestrian and Traffic Safety

Passed [C.J.p. 35400] SO2012-6564

215 W Wilson Ave

Mell (33) O2012-6803

Referred [C.J.p. 36025] Pedestrian and Traffic Safety

1303 W Wilson Ave

Cappleman (46) O2012-6208

Referred [C.J.p. 33535] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35415] SO2012-6563

5145 W Wilson Ave

Arena (45) O2012-6958

Referred [C.J.p. 36028] Pedestrian and Traffic Safety

5034 S Winchester Ave

Thompson (16) O2012-6151

Referred [C.J.p. 33513] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

5060 N Winchester Ave

Pawar (47) O2012-6375

Referred [C.J.p. 33521] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

1547 N Wood St

Moreno (1) O2012-7046

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

5140 S Woodlawn Ave

Remove

Burns (4) O2012-5803

Referred [C.J.p. 33509] Pedestrian and Traffic Safety

Passed [C.J.p. 35402] SO2012-6564

PARKING

Handicapped

7527 S Yale Ave

Thomas (17) Or2012-542

Referred [C.J.p. 33522] Pedestrian and Traffic Safety

Passed [C.J.p. 35398] SO2012-6564

9617 S Yale Ave

Amend

Brookins (21) O2012-5806

Referred [C.J.p. 33524] Pedestrian and Traffic Safety

Passed [C.J.p. 35403] SO2012-6564

8521 S Yates Ave

Jackson (7) O2012-6742

Referred [C.J.p. 36021] Pedestrian and Traffic Safety

Limitations

W 54th St, and S Harlem Ave

Repeal

Zalewski (23) O2012-6405

Referred [C.J.p. 33530] Pedestrian and Traffic Safety

Passed [C.J.p. 35410] SO2012-6560

N Clark St, from W newport Ave to W Addison St

Tunney (44) O2012-6604

Referred [C.J.p. 36034] Pedestrian and Traffic Safety

4817-4861 W Dakin St

Amend

Arena (45) O2012-6628

Referred Pedestrian and Traffic Safety

N Delphia Ave, at W Bryn Mawr Ave

O'Connor (41) O2012-6623

Referred [C.J.p. 36033] Pedestrian and Traffic Safety

2957 W Diversey Ave

Colón (35) O2012-6637

Referred [C.J.p. 36015] Pedestrian and Traffic Safety

PARKING

Limitations

N Halsted St, from W Belmont Ave to W Aldine Ave

Tunney (44) O2012-6614

Referred [C.J.p. 36034] Pedestrian and Traffic Safety

W Irving Park Rd, from N Natchez Ave to Neenah Ave

Cullerton (38) O2012-4495

Referred [C.J.p. 30668] Pedestrian and Traffic Safety

Passed [C.J.p. 35406] SO2012-6558

N Laramie Ave, at W Nelson Ave

Repeal

Suarez (31) O2012-7089

Referred [C.J.p. 36030] Pedestrian and Traffic Safety

6220 S Narragansett Ave

Remove

Quinn (13) O2012-6633

Referred [C.J.p. 36030] Pedestrian and Traffic Safety

3220 N Seminary Ave

Remove

Tunney (44) O2012-6983

Referred [C.J.p. 36032] Pedestrian and Traffic Safety

Loading/Standing/Tow Zones

1023 W 18th St

Amend

Solis (25) O2012-4309

Referred [C.J.p. 29126] Pedestrian and Traffic Safety

Passed [C.J.p. 35391] SO2012-6561

1618 W 18th St

Solis (25) O2012-5078

Referred [C.J.p. 31984] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2012-6560

S 28th St, from S Michigan Ave to S Wabash Ave

Fioretti (2) O2012-4795

Referred [C.J.p. 30668] Pedestrian and Traffic Safety

Passed [C.J.p. 35405] SO2012-6558

PARKING

Loading/Standing/Tow Zones

3131-3159 W 28th St
Cardenas (12) O2012-2358
Referred [C.J.p. 25277] Pedestrian and Traffic Safety
Passed [C.J.p. 35409] SO2012-6560

W 51st St, 3600 block
Burke (14) O2012-3567
Referred [C.J.p. 27802] Pedestrian and Traffic Safety
Passed [C.J.p. 35407] SO2012-6559

4312 W 55th St
Repeal
Zalewski (23) O2012-6624
Referred [C.J.p. 36017] Pedestrian and Traffic Safety

E 58th St, at S Woodlawn
Amend
Hairston (5) O2012-7092
Referred [C.J.p. 36017] Pedestrian and Traffic Safety

4414 W 59th St
Amend
Quinn (13) O2011-8183
Referred [C.J.p. 9384] Pedestrian and Traffic Safety
Passed [C.J.p. 35406] SO2012-6558

945 W 69th St
Thomas (17) O2012-3964
Referred [C.J.p. 29124] Pedestrian and Traffic Safety
Passed

2845 W 71st St
Lane (18) O2012-2370
Referred [C.J.p. 25259] Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 35414] SO2012-6563

E 83rd St, at S Kingston Ave
Jackson (7) Or2012-545
Referred [C.J.p. 33501] Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 35414] SO2012-6563

PARKING

Loading/Standing/Tow Zones

N Ashland Ave, at W Wrightwood Ave
Waguespack (32) O2012-1537
Referred [C.J.p. 23346] Pedestrian and Traffic Safety
Passed [C.J.p. 35390] SO2012-6561

N Ashland Ave, at W Byron St
Amend
Pawar (47) O2012-6615
Referred [C.J.p. 36037] Pedestrian and Traffic Safety

3826 N Ashland Ave
Pawar (47) O2012-5072
Referred [C.J.p. 31984] Pedestrian and Traffic Safety
Passed [C.J.p. 35390] SO2012-6561

W Belmont Ave, and N Southport Ave
Waguespack (32) O2012-5036
Referred [C.J.p. 32007] Pedestrian and Traffic Safety
Passed SO2012-6561

1056 W Belmont Ave
Tunney (44) O2012-5088
Referred [C.J.p. 32002] Pedestrian and Traffic Safety
Passed [C.J.p. 35390] SO2012-6561

7120 W Belmont Ave
Amend
Sposato (36) O2012-6640
Referred [C.J.p. 36017] Pedestrian and Traffic Safety

3819 N Broadway
Remove
Cappleman (46) O2012-6714
Referred [C.J.p. 36037] Pedestrian and Traffic Safety

5848 N Broadway
Osterman (48) O2012-7082
Referred [C.J.p. 36036] Pedestrian and Traffic Safety

PARKING

Loading/Standing/Tow Zones

6048 N Broadway

Amend

Osterman (48) O2012-7087

Referred [C.J.p. 36019] Pedestrian and Traffic Safety

W Bryn Mawr Ave, at N Central Park

Laurino (39) O2012-7084

Referred [C.J.p. 36038] Pedestrian and Traffic Safety

126 E Chestnut St

Reilly (42) O2012-4492

Referred [C.J.p. 30673] Pedestrian and Traffic Safety

Passed [C.J.p. 35390] SO2012-6561

1733 W Chicago Ave

Amend

Moreno (1) O2012-6726

Referred [C.J.p. 36037] Pedestrian and Traffic Safety

1841 W Chicago Ave

Amend

Moreno (1) O2012-6723

Referred [C.J.p. 36016] Pedestrian and Traffic Safety

2548 W Chicago Ave

Amend

Moreno (1) O2012-4482

Referred [C.J.p. 30651] Pedestrian and Traffic Safety

Passed [C.J.p. 35390] SO2012-6561

5146 N Clark St

Amend

Osterman (48) O2012-3986

Referred [C.J.p. 29127] Pedestrian and Traffic Safety

Passed [C.J.p. 35391] SO2012-6561

6649-6651 N Clark St

Amend

Moore (49) O2012-3968

Referred [C.J.p. 29127] Pedestrian and Traffic Safety

Passed [C.J.p. 35391] SO2012-6561

PARKING

Loading/Standing/Tow Zones

6922 N Clark St

Amend

Moore (49) O2012-3975

Referred [C.J.p. 29127] Pedestrian and Traffic Safety

Passed [C.J.p. 35391] SO2012-6561

2401 N Clybourn Ave

Waguespack (32) O2012-5035

Referred [C.J.p. 32007] Pedestrian and Traffic Safety

Passed [C.J.p. 35389] SO2012-6561

1158 W Columbia Ave

Amend

Moore (49) O2012-3972

Referred [C.J.p. 29127] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35415] SO2012-6563

9011-9015 S Cottage Grove Ave

Harris (8) O2012-6627

Referred [C.J.p. 36015] Pedestrian and Traffic Safety

201 N Damen Ave

Burnett (27) O2012-7078

Referred [C.J.p. 36040] Pedestrian and Traffic Safety

1520 N Damen Ave

Amend

Moore (49) O2012-6728

Referred [C.J.p. 36019] Pedestrian and Traffic Safety

1840 N Damen Ave

Waguespack (32) O2012-5033

Referred [C.J.p. 32008] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35415] SO2012-6563

5515 S Damen Ave

Fioretti (2) O2012-6634

Referred [C.J.p. 36014] Pedestrian and Traffic Safety

PARKING

Loading/Standing/Tow Zones

N Dayton St, at W blackhawk St

Smith (43) O2012-7025

Referred [C.J.p. 36033] Pedestrian and Traffic Safety

E Delaware Pl, at N DeWitt Pl

Amend

Reilly (42) O2012-7074

Referred [C.J.p. 36036] Pedestrian and Traffic Safety

2011 W Division St

Amend

Moreno (1) O2012-6982

Referred [C.J.p. 36016] Pedestrian and Traffic Safety

S Dobson Ave, 8100 block

Harris (8) O2012-4704

Referred [C.J.p. 30668] Pedestrian and Traffic Safety

Passed [C.J.p. 35391] SO2012-6561

W Eastman St, and N Dayton St

Waguespack (32) O2012-5037

Referred [C.J.p. 32008] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35415] SO2012-6563

N Elston Ave, and N Hamlin Ave

Laurino (39) O2012-7095

Referred [C.J.p. 36018] Pedestrian and Traffic Safety

W Fitch Ave, from N Western Ave to N Rockwell St

Amend

Silverstein (50) O2012-5056

Referred [C.J.p. 32009] Pedestrian and Traffic Safety

Passed SO2012-6560

813 W Fulton St

Amend

Burnett (27) O2012-7079

Referred [C.J.p. 36017] Pedestrian and Traffic Safety

PARKING

Loading/Standing/Tow Zones

N Garland Ct, at 20 N Michigan Ave

Reilly (42) O2012-7094

Referred [C.J.p. 36015] Pedestrian and Traffic Safety

S Giles Ave, at E 35th St

Fioretti (2) O2012-5500

Referred [C.J.p. 32007] Pedestrian and Traffic Safety

Passed [C.J.p. 35390] SO2012-6561

1721 W Grand Ave

Amend

Maldonado (26) O2012-6621

Referred [C.J.p. 36017] Pedestrian and Traffic Safety

6922 W Grand Ave

Amend

Sposato (36) O2012-6639

Referred Pedestrian and Traffic Safety

111 W Illinois St

Amend

Reilly (42) O2012-7068

Referred [C.J.p. 36018] Pedestrian and Traffic Safety

W Jackson Blvd, from S Racine Ave to S Aberdeen St

Fioretti (2) O2012-7083

Referred [C.J.p. 36033] Pedestrian and Traffic Safety

5514 N Kedzie Ave

Remove

O'Connor (40) O2012-6631

Referred [C.J.p. 36018] Pedestrian and Traffic Safety

111 W Kinzie St

Reilly (42) O2012-4488

Referred [C.J.p. 30650] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35415] SO2012-6563

PARKING

Loading/Standing/Tow Zones

N Kostner Ave, from W Lake St to N Fulton Ave

Ervin (28) O2012-5119

Referred [C.J.p. 32008] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2012-6560

318 N Laflin St

Amend

Burnett (27) O2012-7075

Referred [C.J.p. 36017] Pedestrian and Traffic Safety

2520 N Lakeview Ave,

Smith (43) O2012-7039

Referred [C.J.p. 36015] Pedestrian and Traffic Safety

5106 N Lincoln Ave

Amend

O'Connor (40) O2012-6629

Referred [C.J.p. 36018] Pedestrian and Traffic Safety

1261 W Loyola Ave

Amend

Moore (49) O2012-6715

Referred [C.J.p. 36038] Pedestrian and Traffic Safety

1154 W Lunt Ave

Amend

Moore (49) O2012-3977

Referred [C.J.p. 29127] Pedestrian and Traffic Safety

Passed [C.J.p. 35391] SO2012-6561

1301 W Madison St

Burnett (27) O2012-7077

Referred Pedestrian and Traffic Safety

1312 W Madison St

Burnett (27) O2012-7076

Referred Pedestrian and Traffic Safety

4244 W Madison St

Ervin (28) O2012-7081

Referred [C.J.p. 36015] Pedestrian and Traffic Safety

PARKING

Loading/Standing/Tow Zones

1245 S Michigan Ave

Fioretti (2) O2012-5502

Referred [C.J.p. 32007] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35414] SO2012-6563

1178 N Milwaukee Ave

Amend

Moreno (1) O2012-6998

Referred [C.J.p. 36037] Pedestrian and Traffic Safety

1408 N Milwaukee Ave

Moreno (1) O2012-6750

Referred [C.J.p. 36014] Pedestrian and Traffic Safety

2200 N Milwaukee Ave

Moreno (1) O2012-1423

Referred [C.J.p. 23325] Pedestrian and Traffic Safety

Passed [C.J.p. 35389] SO2012-6561

2839 N Milwaukee Ave

Colón (35) O2012-4660

Referred [C.J.p. 30650] Pedestrian and Traffic Safety

Passed [C.J.p. 35390] SO2012-6561

2832 N Narragansett Ave

Amend

Sposato (36) O2012-6649

Referred [C.J.p. 36017] Pedestrian and Traffic Safety

W Nora Ave, from N Ashland Ave to I-90/I-94E ramps

Moreno (1) Or2012-269

Referred [C.J.p. 27808] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2012-6560

3936 W North Ave

Amend

Reboyras (30) O2012-7080

Referred [C.J.p. 36039] Pedestrian and Traffic Safety

PARKING

Loading/Standing/Tow Zones

4048 W North Ave
Remove
Reboyras (30) O2012-6547
Referred [C.J.p. 36039] Pedestrian and Traffic Safety

4240 W North Ave
Remove
Reboyras (30) O2012-6548
Referred [C.J.p. 36039] Pedestrian and Traffic Safety

S Park Ter, at W 9th St
Fioretti (2) O2012-1395
Referred [C.J.p. 23346] Pedestrian and Traffic Safety
Passed [C.J.p. 35389] SO2012-6561

W Peterson Ave, at N Central Park Ave
Amend
Laurino (39) O2012-7085
Referred [C.J.p. 36018] Pedestrian and Traffic Safety

N Racine Ave, at W Lill Ave
Smith (43) O2012-7031
Referred [C.J.p. 36033] Pedestrian and Traffic Safety

549 W Randolph St
Amend
Reilly (42) O2012-7071
Referred [C.J.p. 36038] Pedestrian and Traffic Safety

935 W Randolph St
Burnett (27) O2011-10204
Referred [C.J.p. 18323] Pedestrian and Traffic Safety
Passed [C.J.p. 35389] SO2012-6561

7547 N Rogers Ave
Remove
Moore (49) O2012-6716
Referred Pedestrian and Traffic Safety

PARKING

Loading/Standing/Tow Zones

939 S Sangamon St
Fioretti (2) O2012-3540
Referred [C.J.p. 27788] Pedestrian and Traffic Safety
Passed [C.J.p. 35389] SO2012-6561

2000 N Schiller St
Moreno (1) O2012-3864
Referred [C.J.p. 29124] Pedestrian and Traffic Safety
Passed [C.J.p. 35388] SO2012-6561

4000-4002 N Sheridan Rd
Cappleman (46) O2012-6600
Referred [C.J.p. 36016] Pedestrian and Traffic Safety

350 N State St
Reilly (42) O2012-7073
Referred [C.J.p. 36015] Pedestrian and Traffic Safety

1769 W Sunnyside Ave
Amend
Pawar (47) O2012-7093
Referred [C.J.p. 36019] Pedestrian and Traffic Safety

163-199 E Walton Pl
Reilly (42) O2012-7069
Referred [C.J.p. 36018] Pedestrian and Traffic Safety

163-199 E Walton St
Remove
Reilly (42) O2012-7067
Referred [C.J.p. 36018] Pedestrian and Traffic Safety

W Webster Ave, at N Cleveland Ave
Smith (43) O2012-7019
Referred [C.J.p. 36033] Pedestrian and Traffic Safety

1225 N Wells St
Smith (43) O2012-7009
Referred [C.J.p. 36016] Pedestrian and Traffic Safety

PARKING

Loading/Standing/Tow Zones

1225 N Wells St

Smith (43) O2012-7002

Referred [C.J.p. 36016] Pedestrian and Traffic Safety

1630 N Wells St

Smith (43) O2012-7050

Referred [C.J.p. 36033] Pedestrian and Traffic Safety

2348-2358 S Wentworth Ave

Solis (25) O2012-2313

Referred [C.J.p. 25260] Pedestrian and Traffic Safety

Passed [C.J.p. 35389] SO2012-6561

S Western Ave, at W 59th St

Thompson (16) O2012-671

Referred [C.J.p. 21146] Pedestrian and Traffic Safety

Passed [C.J.p. 35389] SO2012-6561

2417 N Western Ave

Amend

Moreno (1) O2012-6730

Referred [C.J.p. 36023] Pedestrian and Traffic Safety

3322 W Wrightwood Ave

Colón (35) O2012-5043

Referred [C.J.p. 31984] Pedestrian and Traffic Safety

Passed [C.J.p. 35391] SO2012-6561

Meters

N LaSalle St, from W Washington Blvd to W Calhoun Pl

Install

Reilly (42) O2012-6664

Referred [C.J.p. 36020] Pedestrian and Traffic Safety

S Major Ave, at W 63rd St; S Parkside Ave at W 63rd St

Install; Remove

Quinn (13) O2012-6597

Referred [C.J.p. 36019] Pedestrian and Traffic Safety

PARKING

Meters

N Western Ave, W Touhy Ave, from W Arthur Ave to W Albion Ave; from N Sacramento ; N California Ave from W Devon Ave; N California Ave and W Devon Ave

Install; Remove

Silverstein (50) O2012-5978

Referred [C.J.p. 33508] Pedestrian and Traffic Safety

Passed [C.J.p. 35393]

Residential Permit

W 54th St, from S Harlem Ave to S Neva Ave

Zalewski (23) Or2012-532

Referred [C.J.p. 33531] Pedestrian and Traffic Safety

Passed [C.J.p. 35407] SO2012-6557

W 58th St, at S Narragansett Ave

Zalewski (23) Or2012-609

Referred [C.J.p. 36034] Pedestrian and Traffic Safety

4816-4860 W Dakin St

Amend

Arena (45) O2012-6636

Referred Pedestrian and Traffic Safety

W Dickens Ave, 4000 block

Reboyras (30) Or2012-585

Referred Pedestrian and Traffic Safety

S Dobson Ave, 8100 block (left side only)

Harris (8) O2012-5094

Referred [C.J.p. 32003] Pedestrian and Traffic Safety

Passed [C.J.p. 35406] SO2012-6557

6400-6499 S Dorchester Ave

Cochran (20) Or2012-441

Referred [C.J.p. 32003] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35416] SO2012-6563

S Greenwood Ave, 9300 block, (es)

Harris (8) O2012-5108

Referred [C.J.p. 32003] Pedestrian and Traffic Safety

Passed [C.J.p. 35406] SO2012-6557

PARKING

Residential Permit

S Harding Ave, 3100 block

Munoz (22) Or2012-411

Referred [C.J.p. 32004] Pedestrian and Traffic Safety

Passed [C.J.p. 35407] SO2012-6557

N Karlov Ave, from W Dickens Ave to W Palmer St

Amend

Reboyras (30) O2012-6549

Referred [C.J.p. 36035] Pedestrian and Traffic Safety

N Plainfield Ave, from W Irving Park Rd to W Belle Plaine Ave

Sposato (36) O2012-5155

Referred [C.J.p. 32003] Pedestrian and Traffic Safety

Passed [C.J.p. 35407] SO2012-6557

N St Louis Ave, 4600 block

Amend

Mell (33) Or2012-610

Referred Pedestrian and Traffic Safety

N Trumbull Ave, 800 block

Burnett (27) O2012-7090

Referred Pedestrian and Traffic Safety

5500-5552 W Wrightwood Ave, from N Linder Ave to N Central Ave

Reboyras (30) Or2012-405

Referred [C.J.p. 32004] Pedestrian and Traffic Safety

Passed SO2012-6557

Service Drives/Diagonal

4467 W Irving Park Rd, 4441 W Irving Park Rd

Repeal

Cullerton (38) O2012-7004

Referred [C.J.p. 36020] Pedestrian and Traffic Safety

PERMITS/LICENSE/FEE EXEMPTIONS

Exemptions

Northwestern University Settlement House

1400 W Augusta Blvd

Burnett (27) O2012-5621

Referred [C.J.p. 33582] Finance

Failed to Pass [C.J.p. 34874]

Refund of Fees

Senior Citizen Sewer

Adams, Harriet and sundry others

Brookins (21) Or2012-633

Passed [C.J.p. 34866]

Refunds

Senior Citizen Sewer

Amando, Charles A. and sundry others

Cappleman (46) O2012-7101

Referred [C.J.p. 36100] Finance

Marks, Richard and sundry others

Reilly (42) O2012-7100

Referred [C.J.p. 36100] Finance

Noonan, Edward and sundry others

Solis (25) O2012-7097

Referred [C.J.p. 36099] Finance

Simpson, Charlie

Burnett (27) O2012-7098

Referred [C.J.p. 36099] Finance

Takuski, Lidia Josephine and sundry others

O'Connor (41) O2012-7099

Referred [C.J.p. 36099] Finance

Toland, Wendall F. and sundry others

Floretti (2) O2012-7096

Referred [C.J.p. 36099] Finance

PROPERTY

Acquisition

Chicago Housing Authority

13106-13130 S Ellis Ave

Development and construction of Altgeld Town center

Emanuel (Mayor) O2012-5671

Referred [C.J.p. 32129] Housing

Passed [C.J.p. 35287]

PROPERTY

Acquisition

Union Station Staging Area

501-531 W Jackson Blvd

Construction of mass transit projects for local transportation purposes

Emanuel (Mayor) O2012-5783

Referred [C.J.p. 32130] Housing

Passed [C.J.p. 35284]

Easement

400-410 Michigan Real Estate LLC

401 N Michigan Ave

Renovation project and future maintenance of Wrigley Plaza

Reilly (42) O2012-5687

Referred [C.J.p. 33602] Transportation

Passed [C.J.p. 35766]

Illinois Department of Transportation

N Higgins Ave, at W Lawrence Ave

Mannheim Rd impovements regarding traffic circulation around O'Hare International Airport

Emanuel (Mayor) O2012-5799

Referred [C.J.p. 32126] Aviation

Passed [C.J.p. 34879]

Sale

2946-2956 W Warren Blvd Condo Assn.

2944 W Warren Ave

Emanuel (Mayor) O2012-5707

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35167]

Arvin, Eric and Renieris, Irene

2100 W Eastwood Ave

Emanuel (Mayor) O2012-6571

Referred [C.J.p. 33713] Housing

Berry, Hui Wang

3984 S Lake Park Ave

Emanuel (Mayor) O2012-5717

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35142]

BT-Diplomat LLC

3208 N Sheffield Ave

Emanuel (Mayor) O2012-5710

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35235]

PROPERTY

Sale

Christopher, Daniel

6907 S Michigan Ave

Emanuel (Mayor) O2012-5729

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35162]

Community Christian Alternative (CCA) Academy d.b.a. Academy

1213 S Pulaski Rd, 1221 S Pulaski Rd

Emanuel (Mayor) O2012-6567

Referred [C.J.p. 33713] Housing

G.R.G. Partnership

1743-1745 W 51st St

Emanuel (Mayor) O2012-6568

Referred [C.J.p. 33713] Housing

Johnson, James L. and Dolores

3926 W Fillmore St

Emanuel (Mayor) O2012-5714

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35136]

Kingdom Restoration Christian Center

1309 S Karlov Ave

Emanuel (Mayor) O2012-5703

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35159]

Love, Donnie

6718 S Langley Ave

Emanuel (Mayor) O2012-5726

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35144]

Mistretta, Frank

6505 S Yale Ave

Emanuel (Mayor) O2012-5719

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35169]

Miyoshi Ward, Ayndrielle

7338 S Wood St

Emanuel (Mayor) O2012-5731

Referred [C.J.p. 32128] Housing

Passed [C.J.p. 35147]

PROPERTY

Sale

Moore, Love
6513 S Eberhart Ave
Emanuel (Mayor) O2012-5723
Referred [C.J.p. 32128] Housing
Passed [C.J.p. 35133]

Pena, Juanita
9020 S Brandon Ave
Emanuel (Mayor) O2012-5734
Referred [C.J.p. 32128] Housing
Passed [C.J.p. 35130]

Pena, Juanita and Martinez, Julie
9022 S Brandon Ave
Emanuel (Mayor) O2012-5735
Referred [C.J.p. 32128] Housing
Passed [C.J.p. 35154]

Spivey, Darryl J. and Carmouche, Susan M.
625 E 42nd St
Emanuel (Mayor) O2012-5700
Referred [C.J.p. 32128] Housing
Passed [C.J.p. 35150]

St. Boniface Senior Living LLC
921 N Noble St
Emanuel (Mayor) O2012-5705
Referred [C.J.p. 32128] Housing
Passed [C.J.p. 35172]

Starbuck 525 Oakwood LLC
3956-3958 S Vincennes Ave
Emanuel (Mayor) O2012-5716
Referred [C.J.p. 32128] Housing
Passed [C.J.p. 35164]

Sunrise Baptist Church
3535 W Fillmore St
Emanuel (Mayor) O2012-5713
Referred [C.J.p. 32128] Housing
Passed [C.J.p. 35157]

Wade, Rochelle F.
5929 S Peoria St
Emanuel (Mayor) O2012-6570
Referred [C.J.p. 33713] Housing

PROPERTY

Sale

Wolfe, Melvin
7343 S Green St
Emanuel (Mayor) O2012-5733
Referred [C.J.p. 32128] Housing
Passed [C.J.p. 35139]

Transfer

Board of Education
5624 S Wolcott Ave
Henderson Elementary School
Emanuel (Mayor) O2012-5672
Referred [C.J.p. 32129] Housing
Passed [C.J.p. 35281]

PUBLIC WAY USAGE

Awnings

2201 S Wentworth LLC
2201 S Wentworth Ave
Solis (25) O2012-5739
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35736]

A New Era Jewelry and Coin
4359 W Diversey Ave
Suarez (31) O2012-5743
Referred [C.J.p. 33589] Transportation
Passed [C.J.p. 35690]

Amy's Candy Bar
4704 N Damen Ave
Pawar (47) O2012-5779
Referred [C.J.p. 33617] Transportation
Passed [C.J.p. 35691]

Antolak Management Co.
445 E Ohio St
Reilly (42) O2012-5753
Referred [C.J.p. 33602] Transportation
Passed [C.J.p. 35672]

BB Bun Mi Express
3409 N Broadway
Tunney (44) O2012-6793
Referred [C.J.p. 36093] Transportation

PUBLIC WAY USAGE

Awnings

Bella Luna Cafe
731 N Dearborn St
Reilly (42) O2012-5755
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35693]

BMO Harris Bank
558 W Diversey Pkwy
Tunney (44) O2012-5771
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35693]

Brighton Mini Mart, Inc.
2532 W 47th St
Cardenas (12) O2012-5736
Referred [C.J.p. 33568] Transportation
Passed [C.J.p. 35694]

Broadway Festival LLC
5300 N Broadway
Osterman (48) O2012-5786
Referred [C.J.p. 33621] Transportation
Passed [C.J.p. 35695]

Bunches A Flower Shop
2456 N Lincoln Ave
Smith (43) O2012-5766
Referred [C.J.p. 33610] Transportation
Passed [C.J.p. 35696]

Carniceria La Hacienda
3459 W 59th St
Thompson (16) O2012-5657
Referred [C.J.p. 33572] Transportation
Passed [C.J.p. 35696] SO2012-6471

Carriage House, The
1700 W Division St
Moreno (1) O2012-5720
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35697]

Century 21
1161 W Madison St
Fioretti (2) O2012-5722
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35698]

PUBLIC WAY USAGE

Awnings

Chicago Art and Design Center
3054 N Greenview Ave
Waguespack (32) O2012-5659
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35699]

Chicago Computer Club
1641 E 87th St
Harris (8) O2012-6738
Referred [C.J.p. 36053] Transportation

Continental Liquors
1628-1630 W 47th St
Amend
Dowell (3) O2012-6894
Referred [C.J.p. 36049] Transportation

Crossroads Trading
2711 N Clark St
Smith (43) O2012-5759
Referred [C.J.p. 33610] Transportation
Passed [C.J.p. 35699]

Cutz To Perfection
648 E 79th St
Sawyer (6) O2012-5728
Referred [C.J.p. 33563] Transportation
Passed [C.J.p. 35700]

CVS/Pharmacy No. 2942
401-405 W Armitage Ave
Smith (43) O2012-5764
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35701]

CVS/Pharmacy No. 2981
1201 N State Pkwy
Smith (43) O2012-5761
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35702]

D. Angelo Pawners and Jewelers, Inc.
6920 S Stony Island Ave
Hairston (5) O2012-5727
Referred [C.J.p. 33561] Transportation
Passed [C.J.p. 35703]

PUBLIC WAY USAGE

Awnings

Delgado Travel Agency, Inc.
3807 W Fullerton Ave
Colón (35) O2012-6755
Referred [C.J.p. 36077] Transportation

Dental Sunshine
1803 S Throop St
Solis (25) O2012-5741
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35704]

Digits Nail Spa PC
3704 N Southport Ave
Tunney (44) O2012-6795
Referred [C.J.p. 36093] Transportation

Doty Nash Funeral Home
8620 S Stony Island Ave
Harris (8) O2012-5730
Referred [C.J.p. 33565] Transportation
Passed [C.J.p. 35705]

El Mariachi, Inc.
3443-3445 N Broadway
Tunney (44) O2012-5770
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35706]

El Ranchito Food Market
3900-3904 W 71st St
Quinn (13) O2012-6743
Referred [C.J.p. 36056] Transportation

Elizabeth's Beauty Shop
1640 W 47th St
Dowell (3) O2012-6737
Referred [C.J.p. 36048] Transportation

Flour and Bones
2955-2957 W Diversey Ave
Colón (35) O2012-6757
Referred [C.J.p. 36077] Transportation

Fordham Condo, The
25 E Superior St
Reilly (42) O2012-6765
Referred [C.J.p. 36085] Transportation

PUBLIC WAY USAGE

Awnings

Forever Yogurt Andersonville LLC
5309 N Clark St
Osterman (48) O2012-5788
Referred [C.J.p. 33621] Transportation
Passed [C.J.p. 35706]

Forty East Delaware Condo Assn.
40 E Delaware Pl
Reilly (42) O2012-6771
Referred [C.J.p. 36085] Transportation

Fusion Hair Studio
3353 N Clark St
Tunney (44) O2012-6796
Referred [C.J.p. 36093] Transportation

Gigi's Playhouse
3948 N Lincoln Ave
Pawar (47) O2012-5780
Referred [C.J.p. 33617] Transportation
Passed [C.J.p. 35707]

Grocery Basket
351 E 103rd St
Beale (9) O2012-6741
Referred [C.J.p. 36054] Transportation

Hairtech The Salon
6468 W North Ave
Sposato (36) O2012-5668
Referred [C.J.p. 33597] Transportation
Passed [C.J.p. 35708]

Hanami
3925 N Lincoln Ave
Pawar (47) O2012-5782
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35709]

Hash House A Go Go
1212 N State Pkwy
Reilly (42) O2012-5756
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35709]

PUBLIC WAY USAGE

Awnings

I Dream of Falafel
112 W Monroe St
Reilly (42) O2012-5754
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35710]

Irving Park Hand Carwash, Inc.
7413 W Irving Park Rd
Sposato (36) O2012-5669
Referred [C.J.p. 33597] Transportation
Passed [C.J.p. 35711]

Kong, John Gil
2657 N Clybourn Ave
Waguespack (32) O2012-5746
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35712]

Lake Park Associates, Inc.
5226 S Harper Ave
Burns (4) O2012-5725
Referred [C.J.p. 33560] Transportation
Passed [C.J.p. 35712]

LaSalle Towers Condo Assn.
1211 N LaSalle Dr
Reilly (42) O2012-5751
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35713]

Lincoln Avenue Maid-Rite Diner
2429 N Lincoln Ave
Smith (43) O2012-5757
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35714]

Little Bunny No. 1 Frozen Yogurt LLC
3946 N Lincoln Ave
Pawar (47) O2012-5781
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35715]

Logan Square Building
3103-3113 W Logan Blvd
Colón (35) O2012-5664
Referred [C.J.p. 33595] Transportation
Passed [C.J.p. 35716]

PUBLIC WAY USAGE

Awnings

Logan Square Building
2557-2569 N Milwaukee Ave
Colón (35) O2012-5666
Referred [C.J.p. 33596] Transportation
Passed [C.J.p. 35717]

Louie's Pub
1659 W North Ave
Moreno (1) O2012-6734
Referred [C.J.p. 36044] Transportation

Lovely, Too: A Bake Shop
1138 W Bryn Mawr Ave
Osterman (48) O2012-5785
Referred [C.J.p. 33621] Transportation
Passed [C.J.p. 35718]

Magic Sign
2839 W Montrose Ave
Mell (33) O2012-5748
Referred [C.J.p. 33593] Transportation
Passed [C.J.p. 35718]

Magnum Insurance
4259 N Western Ave
Pawar (47) O2012-6798
Referred [C.J.p. 36097] Transportation

Mayfair Market
4728 N Pulaski Rd
Laurino (39) O2012-6759
Referred [C.J.p. 36080] Transportation

Mayra's Hair Salon
2007 W Augusta Blvd
Waguespack (32) O2012-5660
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35719]

Metropolis Coffee Co.
1039-1041 W Granville Ave
Osterman (48) O2012-5784
Referred [C.J.p. 33621] Transportation
Passed [C.J.p. 35720]

PUBLIC WAY USAGE

Awnings

Motorcycle Riding School
1400 N Halsted St
Waguespack (32) O2012-5745
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35721]

Nail 2NE1 Spa
180 N Jefferson St
Reilly (42) O2012-6773
Referred [C.J.p. 36086] Transportation

Ogden Partners
1621 W Carroll Ave
Burnett (27) O2012-6752
Referred [C.J.p. 36070] Transportation

Paws
1933 N Marcey St
Smith (43) O2012-5758
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35721]

PB Maltz
3810-3812 W Lawrence Ave
Laurino (39) O2012-5749
Referred [C.J.p. 33599] Transportation
Passed [C.J.p. 35722]

Pinky Nail Chicago, Inc.
1728 W Division St
Moreno (1) O2012-5721
Referred [C.J.p. 33551] Transportation
Passed [C.J.p. 35723]

Pizano's Pizza and Pasta Express
800 N Dearborn St
Reilly (42) O2012-6785
Referred [C.J.p. 36087] Transportation

PNC Bank
1314 S Halsted St
Solis (25) O2012-5740
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35724]

PUBLIC WAY USAGE

Awnings

Polka Sausage
2401 N Clybourn Ave
Waguespack (32) O2012-5744
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35724]

Polo Retail Corp.
750 N Michigan Ave
Reilly (42) O2012-5750
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35725]

Randolph Adventures, Inc.
1335 W Randolph St
Burnett (27) O2012-5742
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35726]

Red Apple Convenience
2000 W Chicago Ave
Waguespack (32) O2012-5663
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35727]

Red Architech Ltd.
929 N Damen Ave
Waguespack (32) O2012-5747
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35728]

Red Eye Eyewear
1867-1869 N Damen Ave
Amend
Waguespack (32) O2012-7020
Referred [C.J.p. 36075] Transportation

Red Violet
121 W Hubbard St
Reilly (42) O2012-5752
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35729]

Renato Delgadillo
6601 S Pulaski Rd
Quinn (13) O2012-5737
Referred [C.J.p. 33569] Transportation
Passed [C.J.p. 35703]

PUBLIC WAY USAGE

Awnings

Rogers Park Business Alliance
1448 W Morse Ave
Moore (49) O2012-5790
Referred [C.J.p. 33622] Transportation
Passed [C.J.p. 35729]

Saks Fifth Ave
700 N Michigan Ave
Reilly (42) O2012-6788
Referred [C.J.p. 36088] Transportation

San Juan Bakery
3335 W North Ave
Maldonado (26) O2012-6745
Referred [C.J.p. 36067] Transportation

Saratoga USA
4422 N Clark St
Pawar (47) O2012-5775
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35730]

Sexton, Martin
858 N Orleans St
Burnett (27) O2012-6749
Referred [C.J.p. 36069] Transportation

Sonny's Store
7001 N Sheridan Rd
Moore (49) O2012-5789
Referred [C.J.p. 33623] Transportation
Passed [C.J.p. 35731]

Spray of Sunshine
1647 N Clybourn Ave
Waguespack (32) O2012-6754
Referred [C.J.p. 36074] Transportation

Taqueria Atotonilco No. 1
3916 W 26th St
Munoz (22) O2012-5738
Referred [C.J.p. 33579] Transportation
Passed [C.J.p. 35732]

Thai Classic Restaurant
3332 N Clark St
Tunney (44) O2012-5772
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35732]

PUBLIC WAY USAGE

Awnings

Trinikorp Market Service, Inc.
2708 N California Ave
Amend
Colón (35) O2012-7005
Referred [C.J.p. 36077] Transportation

United Loan Co., Inc.
224 E 51st St
Dowell (3) O2012-5724
Referred [C.J.p. 33559] Transportation
Passed [C.J.p. 35733]

Urba Baby
1751 W Division St
Moreno (1) O2012-5718
Referred Transportation
Passed [C.J.p. 35734]

Virgin Hotel Chicago
203 N Wabash Ave
Reilly (42) O2012-6791
Referred [C.J.p. 36088] Transportation

ZiZi's Kabobs
2825 N Sheffield Ave
Tunney (44) O2012-5769
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35735]

Canopies

550 West Washington Property LLC
550 W Washington Blvd
Reilly (42) O2012-5863
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35753]

Ambassador Condo Homeowner Assn.
1300 N State Pkwy
Reilly (42) O2012-5836
Referred [C.J.p. 33602] Transportation
Passed [C.J.p. 35737]

Bloomingdales, Inc.
600 N Wabash Ave
Reilly (42) O2012-5841
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35738]

PUBLIC WAY USAGE

Canopies

Bloomingdales, Inc.
600 N Wabash Ave
Reilly (42) O2012-5842
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35739]

Burton Place Condo Assn.
1500-1508 N LaSalle Dr
Smith (43) O2012-6670
Referred [C.J.p. 36092] Transportation

Chicago Club, The
81 E Van Buren St
Fioretti (2) O2012-5824
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35740]

Cityview Condo Assn.
440 N Mcclurg Ct
Reilly (42) O2012-6656
Referred [C.J.p. 36085] Transportation

Crosby's Kitchen
3455 N Southport Ave
Tunney (44) O2012-5653
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35741] SO2012-6471

D.G. Hurley Co., Inc.
3620 W North Ave
Maldonado (26) O2012-5830
Referred [C.J.p. 33582] Transportation
Passed [C.J.p. 35741]

Dana Hotel and Spa
2 W Erie St
Reilly (42) O2012-6657
Referred [C.J.p. 36085] Transportation

Fat Pour
2005-2007 W Division St
Moreno (1) O2012-6650
Referred [C.J.p. 36044] Transportation

Fitplex
1235 N LaSalle Dr
Reilly (42) O2012-5844
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35742]

PUBLIC WAY USAGE

Canopies

Hard Rock Hotel
230 N Michigan Ave
Reilly (42) O2012-6658
Referred [C.J.p. 36085] Transportation

Heritage at Millennium Park Condo Assn., The
130 N Garland Ct
Reilly (42) O2012-5852
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35743]

Homecraaft Construction, Inc.
9449 S Halsted St
Brookins (21) O2012-6653
Referred [C.J.p. 36060] Transportation

Hotel Lincoln Park Owner LLC
1816 N Clark St
Smith (43) O2012-5674
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35744]

Kathy De's
3642 S Parnell Ave
Balcer (11) O2012-5648
Referred [C.J.p. 33567] Transportation
Passed [C.J.p. 35744]

Law Offices of Teresita Marsal Avila
2500 S Drake Ave
Munoz (22) O2012-6647
Referred [C.J.p. 36061] Transportation

Northwestern Memorial Hospital
221 E Huron St
Reilly (42) O2012-5855
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35745]

Old Navy
150 N State St
Reilly (42) O2012-5857
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35746]

PUBLIC WAY USAGE

Canopies

Orso's Restaurant
1401 N Wells St
Smith (43) O2012-5680
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35747]

Paladar
2115 N Milwaukee Ave
Moreno (1) O2012-6652
Referred Transportation

Park Hyatt Water Tower Assoc.
800 N Michigan Ave
Reilly (42) O2012-6666
Referred [C.J.p. 36087] Transportation

Pizza Capri
1733 N Halsted St
Smith (43) O2012-6673
Referred [C.J.p. 36092] Transportation

Potbelly Sandwich Works LLC
2264 N Lincoln Ave
Smith (43) O2012-5683
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35748]

River View Condo Assn.
415 E North Water St
Reilly (42) O2012-5858
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35748]

River View Condo Assn.
415 E North Water St
Reilly (42) O2012-5860
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35749]

Studio Merchandise, Inc.
1017 W Washington Blvd
Burnett (27) O2012-5651
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35750]

PUBLIC WAY USAGE

Canopies

Taco Joint
1969 N Halsted St
Smith (43) O2012-5684
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35751]

Target Corp.
2112 W Peterson Ave
O'Connor (40) O2012-6654
Referred [C.J.p. 36081] Transportation

Thomspon Building LLc
350 N Clark St
Reilly (42) O2012-6660
Referred [C.J.p. 36088] Transportation

Viaggio
1330 W Madison St
Burnett (27) O2012-5673
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35752]

Virgin Hotel Chicago
203 N Wabash Ave
Reilly (42) O2012-6663
Referred [C.J.p. 36088] Transportation

VMB Builders, Inc.
3265 S Archer Ave
Balcer (11) O2012-6645
Referred [C.J.p. 36055] Transportation

Walgreens No. 06641
1614 W 47th St
Dowell (3) O2012-6643
Referred [C.J.p. 36049] Transportation

West 77
77 W Huron St
Reilly (42) O2012-5861
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35752]

Grants of Privilege

1440 S Wabash Ave
Sign
Fioretti (2) O2012-6690
Referred [C.J.p. 36047] Transportation

PUBLIC WAY USAGE

Grants of Privilege

1028 N Rush St Corp.
1028 N Rush St
Sidewalk
Reilly (42) O2012-6197
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35681]

116-120 Chestnut Properties LLC
116-120 W Chestnut St
Stairway
Reilly (42) O2012-7054
Referred [C.J.p. 36089] Transportation

116-120 Chestnut Properties LLC
116-120 W Chestnut St
Vault
Reilly (42) O2012-6186
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35678]

1506 W Grand Condo Assn.
1506 W Grand Ave
Planter
Maldonado (26) O2012-6820
Referred [C.J.p. 36068] Transportation

1528-1532 North Paulina Condo Assn.
1528 N Paulina St
Bay window
Moreno (1) O2012-6681
Referred [C.J.p. 36045] Transportation

1528-1532 North Paulina Condo Assn.
1528 N Paulina St
Fire escape
Moreno (1) O2012-6683
Referred [C.J.p. 36045] Transportation

1604 W North Ave LLC
1604 W North Ave
Sign
Moreno (1) O2012-5821
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35682]

PUBLIC WAY USAGE

Grants of Privilege

1625 S Clark Street LLC
1615 S Clark St
Planter
Dowell (3) O2012-6698
Referred [C.J.p. 36049] Transportation

1801 Byron LLC
1801 W Byron St
Pipe
Pawar (47) O2012-6211
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35682]

1801 W 21st Pl LLC
1801 W 21st Pl
Vault
Solis (25) O2012-6274
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35683]

1924 North Damen LLC
1924 N Damen Ave
Step
Waguespack (32) O2012-6342
Referred [C.J.p. 33592] Transportation
Passed [C.J.p. 35684]

2 Star Auto Rebuilders, Inc.
2441 W 47th St
Sign
Cardenas (12) O2012-6109
Referred [C.J.p. 33569] Transportation
Passed [C.J.p. 35675]

212 W Washington Condo Assn.
212 W Washington St
flagpole
Reilly (42) O2012-7056
Referred [C.J.p. 36089] Transportation

212 W Washington Condo Assn.
212 W Washington St
Light fixture
Reilly (42) O2012-7055
Referred [C.J.p. 36089] Transportation

PUBLIC WAY USAGE

Grants of Privilege

2201 S Wentworth LLC
2201 S Wentworth Ave
Door swing
Solis (25) O2012-6251
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35685]

2201 S Wentworth LLC
2201 S Wentworth Ave
Door swing
Solis (25) O2012-6254
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35685]

2223-2225 W North Condo Assn.
2223-2225 W North Ave
Amend
Moreno (1) O2012-6952
Referred [C.J.p. 36045] Transportation

250 E Pearson Condo Assn.
250 E Pearson St
Caisson
Reilly (42) O2012-6192
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35691]

400-410 Michigan Real Estate LLC
400-410 N Michigan Ave
Planter
Reilly (42) O2012-6193
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35680]

55 East Monroe Investors IV LLC
55 E Monroe St
Vault
Reilly (42) O2012-6181
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35676]

55 East Monroe Investors IV LLC
105-151 S Wabash Ave
Bicycle rack
Reilly (42) O2012-7047
Referred [C.J.p. 36089] Transportation

PUBLIC WAY USAGE

Grants of Privilege

5512 S Hyde Park LLC
5512-5514 S Hyde Park Blvd
Lawn sprinkler
Hairston (5) O2012-6025
Referred [C.J.p. 33563] Transportation
Passed [C.J.p. 35686]

63rd and Ashland C.X., Inc.
6240 S Ashland Ave
Sign
Thompson (16) O2012-6091
Referred [C.J.p. 33572] Transportation
Passed [C.J.p. 35676]

87th & Commercial Currency Exchange
8701 S Commercial Ave
Sign
Pope (10) O2012-6760
Referred [C.J.p. 36055] Transportation

87th Street Gas, Inc.
1400 E 87th St
Sign
Harris (8) O2012-6056
Referred [C.J.p. 33565] Transportation
Passed [C.J.p. 35677]

A and D Medical Center
743 S Pulaski Rd
Sign
Chandler (24) O2012-6231
Referred [C.J.p. 33580] Transportation
Passed [C.J.p. 35427]

A and G Fresh Market, Inc.
5630 W Belmont Ave
Sign
Cullerton (38) O2012-6997
Referred [C.J.p. 36079] Transportation

AAMCO
2157 N Cicero Ave
Sign
Suarez (31) O2012-6353
Referred [C.J.p. 33589] Transportation
Passed [C.J.p. 35427]

PUBLIC WAY USAGE

Grants of Privilege

AAMCO/Duratrans
12307 S Halsted St
Sign
Austin (34) O2012-6267
Referred [C.J.p. 33594] Transportation
Passed [C.J.p. 35428]

Aaron's Sales and Lease
7311 S Ashland Ave
Sign
Thomas (17) O2012-6094
Referred [C.J.p. 33572] Transportation
Passed [C.J.p. 35429]

Aaronson, Rachel
1903 W Randolph St
Landscaping
Waguespack (32) O2012-6323
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35430]

Absinthe Cafe
1954-1958 W North Ave
Sign
Waguespack (32) O2012-6928
Referred [C.J.p. 36073] Transportation

Advance Auto Parts
7650 S Ashland Ave
Sign
Thomas (17) O2012-6753
Referred [C.J.p. 36059] Transportation

Advance Auto Parts
8501 S Cottage Grove Ave
Sign
Harris (8) O2012-6781
Referred [C.J.p. 36053] Transportation

Alhambra Palace Restaurant
1240 W Randolph St
Security camera
Burnett (27) O2012-6821
Referred [C.J.p. 36069] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Ali Baba Hookah Bar
4046 W Lawrence Ave
Sign
Laurino (39) O2012-6266
Referred [C.J.p. 33599] Transportation
Passed [C.J.p. 35431]

Allstate
2823 W 55th St
Sign
Thompson (16) O2012-6084
Referred [C.J.p. 33571] Transportation
Passed [C.J.p. 35431]

Allure Nail Spa
915 W Washington Blvd
Sign
Burnett (27) O2012-6823
Referred [C.J.p. 36069] Transportation

American Chartered Bank
1020 W Randolph St
Planter
Burnett (27) O2012-6826
Referred [C.J.p. 36069] Transportation

American Heritage Fireplace
3054 N Western Ave
Sign
Moreno (1) O2012-5893
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35432]

American International Realty
2334 W Taylor St
Facade
Solis (25) O2012-6858
Referred [C.J.p. 36065] Transportation

Amy's Candy Bar
Amend
Pawar (47) O2012-5796
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35688]

PUBLIC WAY USAGE

Grants of Privilege

Andies Restuarant
5253 N Clark St
Light fixture
Osterman (48) O2012-6229
Referred [C.J.p. 33621] Transportation
Passed [C.J.p. 35433]

Angelo's Taverna
1612 N Sedgwick St
Sign
Smith (43) O2012-5958
Referred [C.J.p. 33610] Transportation
Passed [C.J.p. 35434]

Anong, Inc.
2532 N California Ave
Sign
Colón (35) O2012-6222
Referred [C.J.p. 33595] Transportation
Passed [C.J.p. 35434]

Antique Row Condo Assn.
3201 N Wolcott Ave
Bay window
Waguespack (32) O2012-6298
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35435]

Aqua at Lakeshore East LLC
225 N Columbus Dr
Planter
Reilly (42) O2012-5879
Referred [C.J.p. 33602] Transportation
Passed [C.J.p. 35436]

Aranoff True Value Hardware
8235 S Cottage Grove Ave
Sign
Harris (8) O2012-6028
Referred [C.J.p. 33565] Transportation
Passed [C.J.p. 35437]

PUBLIC WAY USAGE

Grants of Privilege

Astor Plaza Condo Assn.
39 E Schiller St
Bay window
Smith (43) O2012-5972
Referred [C.J.p. 33610] Transportation
Passed [C.J.p. 65438]

Astor Plaza Condo Assn.
39 E Schiller St
Planter
Smith (43) O2012-5975
Referred [C.J.p. 33610] Transportation
Passed [C.J.p. 35438]

Athena Restaurant
212 S Halsted St
Sign
Burnett (27) O2012-6299
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35439]

Atrium Mall
100 W Randolph St
Grease basin
Reilly (42) O2012-6824
Referred [C.J.p. 36084] Transportation

Auditorium Park One LLC
63-69 E Congress Pkwy
Cantilevered structure over public sidewalk
Fioretti (2) O2012-5833
Referred [C.J.p. 33554] Transportation
Passed [C.J.p. 35440]

Baba's Steak & Lemonade
7100 S Michigan Ave
Sign
Sawyer (6) O2012-6777
Referred [C.J.p. 36052] Transportation

Bacci Pizzeria on Chicago Ave
2343 W Chicago Ave
Sign
Moreno (1) O2012-5804
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35441]

PUBLIC WAY USAGE

Grants of Privilege

Bandera
535 N Michigan Ave
Amend
Reilly (42) O2012-5943
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35754]

Bank Note Place Condo Assn
120 E Cullerton St
Balcony
Fioretti (2) O2012-5840
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35442]

Bank Note Place Condo Assn.
1910 S Indiana Ave
Catch basin
Reilly (42) O2012-5886
Referred [C.J.p. 33602] Transportation
Passed [C.J.p. 35442]

Bank Note Place Condo Assn.
1910 S Indiana Ave
Grease basin
Reilly (42) O2012-5881
Referred [C.J.p. 33602] Transportation
Passed [C.J.p. 35443]

Bar Umbriago
6 W Hubbard St
Sign
Reilly (42) O2012-5890
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35444]

Barry's Cut Rate Stores, Inc.
1370 N Milwaukee Ave
Sign
Moreno (1) O2012-5807
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35445]

PUBLIC WAY USAGE

Grants of Privilege

Bel Park Food and Liquor
4752 W Belmont Ave
Sign
Reboyras (30) O2012-6260
Referred [C.J.p. 33587] Transportation
Passed [C.J.p. 35446]

Belmont Assembly of God
6050 W Belmont Ave
Sign
Sposato (36) O2012-6213
Referred [C.J.p. 33596] Transportation
Passed [C.J.p. 35446]

Belmont Austin Hair Salon
6011 W Belmont Ave
Sign
Sposato (36) O2012-6993
Referred [C.J.p. 36078] Transportation

Bertco Development LLC
3255 S Shields Ave
Balcony
Balcer (11) O2012-6063
Referred [C.J.p. 33567] Transportation
Passed [C.J.p. 35447]

Beverly Hills Tennis Club
9121 S Hamilton Ave
Concrete
O'Shea (19) O2012-6116
Referred [C.J.p. 33574] Transportation
Passed [C.J.p. 35448]

Beverly Hills Tennis Club
9121 S Hamilton Ave
Fence
O'Shea (19) O2012-6118
Referred [C.J.p. 33575] Transportation
Passed [C.J.p. 35449]

Big Shoulders Coffee Works
1105 W Chicago Ave
Sign
Waguespack (32) O2012-6302
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35450]

PUBLIC WAY USAGE

Grants of Privilege

Blackstone Hotel Developer LLC
636 S Michigan Ave
Door swing
Fioretti (2) O2012-5843
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35450]

Blank, Hilliard I.
2859 N Halsted St
Sign
Tunney (44) O2012-6102
Referred [C.J.p. 33613] Transportation
Passed [C.J.p. 35451]

Bloomingdales, Inc.
600 N Wabash Ave
Vault
Reilly (42) O2012-5897
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35452]

Blue Agave
1050 N State St
Sign
Reilly (42) O2012-5901
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35453]

Bluemercury
3512 N Southport Ave
Sign
Tunney (44) O2012-6065
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35454]

BMO Harris Bank
1400 W 18th St
Sign
Solis (25) O2012-6246
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35456]

PUBLIC WAY USAGE

Grants of Privilege

BMO Harris Bank
901 E 47th St
Sign
Burns (4) O2012-5926
Referred [C.J.p. 33560] Transportation
Passed [C.J.p. 35457]

BMO Harris Bank
558 W Diversey Pkwy
Sign
Tunney (44) O2012-6073
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35454]

BMO Harris Bank
6400 S Pulaski Rd
Sign
Quinn (13) O2012-6064
Referred [C.J.p. 33569] Transportation
Passed [C.J.p. 35455]

Boarding House
720 N Wells St
Handicap ramp and stair
Reilly (42) O2012-6497
Passed [C.J.p. 35458]
Direct Introduction Transportation

Boeing Co., The
100 N Riverside Plz
Sign
Reilly (42) O2012-6836
Referred [C.J.p. 36085] Transportation

Boss Optical
215 W 23rd St
Sign
Solis (25) O2012-6256
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35458]

Boutique Andrea Bridal, Inc.
3715 W 26th St
Sign
Munoz (22) O2012-6170
Referred [C.J.p. 33579] Transportation
Passed [C.J.p. 35459]

PUBLIC WAY USAGE

Grants of Privilege

BP Pipelines (North America), Inc.
S 124th St, from Indiana State Line to Harbor Belt Railroad
Pipeline
Pope (10) O2012-6057
Referred [C.J.p. 33567] Transportation
Passed [C.J.p. 35460]

Brighter Dental of Old Town LLC
1254 N Wells St
Sign
Smith (43) O2012-5977
Referred [C.J.p. 33610] Transportation
Passed [C.J.p. 35462]

Broadway Playhouse
175 E Chestnut St
Marquee
Reilly (42) O2012-5905
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35463]

Bucktown Fitness Club
2100 W North Ave
Sign
Waguespack (32) O2012-6933
Referred [C.J.p. 36073] Transportation

Budackis Drive-In Hot Dogs
4739 N Damen Ave
Sign
Pawar (47) O2012-7041
Referred [C.J.p. 36096] Transportation

Buddies Food and Liquors, Inc.
1758 E 79th St
Sign
Harris (8) O2012-6033
Referred [C.J.p. 33565] Transportation
Passed

Burger Joint
675 N Franklin St
Reilly (42) O2012-5795
Referred [C.J.p. 33609] Transportation
Passed [C.J.p. 35758]

PUBLIC WAY USAGE

Grants of Privilege

Burns, Cathryn
1701 W Melrose St
Planter
Waguespack (32) O2012-6938
Referred [C.J.p. 36074] Transportation

Cafe Descartes
6451 N Sheridan Rd
Sign
Moore (49) O2012-6241
Referred [C.J.p. 33622] Transportation
Passed [C.J.p. 35464]

Calumet Photographic, Inc.
1111 N Cherry Ave
Sign
Waguespack (32) O2012-6306
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35465]

Campus Construction, Inc.
1148 W Monroe St
Planter
Fioretti (2) O2012-5838
Referred [C.J.p. 33555] Transportation
Passed

Campus Construction, Inc.
35 S Racine Ave
Planter
Fioretti (2) O2012-5839
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35467]

Capri Garfield Ridge Beauty
2635 W 63rd St
Sign
Foulkes (15) O2012-6744
Referred [C.J.p. 36058] Transportation

Carana Realty Group
923 S Loomis St
Amend
Solis (25) O2012-7000
Referred [C.J.p. 36066] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Carana Realty Group
923 S Loomis St
Amend
Solis (25) O2012-6916
Referred [C.J.p. 36066] Transportation

Cash America Jewelry & Loan
4556-4558 S Cicero Ave
Sign
Zalewski (23) O2012-6810
Referred [C.J.p. 36064] Transportation

Cash American Jewelry and Loan
1441 N Milwaukee Ave
Sign
Moreno (1) O2012-6667
Referred [C.J.p. 36044] Transportation

Cash Exchange
1236 W Devon Ave
Light fixture
O'Connor (40) O2012-7001
Referred [C.J.p. 36080] Transportation

Celtic Crown
4301 N Western Ave
Light fixture
Pawar (47) O2012-7044
Referred [C.J.p. 36096] Transportation

Central Lake View Merchants
3922 N Sheridan Rd
Planter
Tunney (44) O2012-7021
Referred [C.J.p. 36093] Transportation

Cermak Appliance
3005 W Cermak Rd
Sign
Cardenas (12) O2012-6095
Referred [C.J.p. 33568] Transportation
Passed [C.J.p. 35467]

PUBLIC WAY USAGE

Grants of Privilege

Chatgris LLC
Amend
Smith (43) O2012-5948
Referred [C.J.p. 33613] Transportation
Passed [C.J.p. 35688]

Chatgris LLC
Amend
Smith (43) O2012-5951
Referred [C.J.p. 33613] Transportation
Passed [C.J.p. 35689]

Chatgris LLC
2465 N Geneva Ter
Amend
Smith (43) O2012-6863
Referred [C.J.p. 36092] Transportation

Chicago Antigue Center
3036 N Lincoln Ave
Sign
Waguespack (32) O2012-6941
Referred [C.J.p. 36074] Transportation

Chicago Auto Radiator Service, Inc.
3909 W Armitage Ave
Sign
Reboyras (30) O2012-6262
Referred [C.J.p. 33587] Transportation
Passed [C.J.p. 35468]

Chicago Coin Co., Inc.
6455 W Archer Ave
Sign
Zalewski (23) O2012-6218
Referred [C.J.p. 33580] Transportation
Passed [C.J.p. 35469]

Chicago Gold Gallery
1236 W Devon Ave
Light fixture
O'Connor (40) O2012-7007
Referred [C.J.p. 36081] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Chicago Michigan LLC
730 N Michigan Ave
Catch basin
Reilly (42) O2012-5908
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35470]

Chicago Michigan LLC
730 N Michigan Ave
Grease separator
Reilly (42) O2012-5911
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35470]

Chicago-Ashland Discount, Inc.
1553 W Chicago Ave
Sign
Burnett (27) O2012-6829
Referred [C.J.p. 36069] Transportation

China Snack (I.D.Required)
3025 W Cermak Rd
Sign
Cardenas (12) O2012-6090
Referred [C.J.p. 33568] Transportation
Passed

Chinese Chef's Kitchen, Inc.
2637 N Central Ave
Sign
Reboyras (30) O2012-6906
Referred [C.J.p. 36071] Transportation

Chinese Christian Union Church
2263 S Wentworth Ave
Door swing
Solis (25) O2012-6862
Referred [C.J.p. 36066] Transportation

Chopin Theater
1541-1543 W Division St
Vault
Moreno (1) O2012-6668
Referred [C.J.p. 36044] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Citgo Fuel and Mini Mart
9155 S Stony Island Ave
Sign
Harris (8) O2012-6038
Referred [C.J.p. 33565] Transportation
Passed [C.J.p. 35472]

Citibank, NA
180 N Michigan Ave
Sign
Reilly (42) O2012-6847
Referred [C.J.p. 36085] Transportation

City Fresh Market
3201 W Devon Ave
Planter
Silverstein (50) O2012-7040
Referred [C.J.p. 36098] Transportation

City Wide Transmissions. Inc.
3631 S Halsted St
Sign
Balcer (11) O2012-6066
Referred [C.J.p. 33567] Transportation
Passed [C.J.p. 35473]

Clare, The
55 E Pearson St
Trees
Reilly (42) O2012-5914
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35474]

Clarentian Associates, Inc.
9100 S Burley Ave
Ramp
Pope (10) O2012-6058
Referred [C.J.p. 33567] Transportation
Passed [C.J.p. 35474]

Clark on Western
5035 S Western Ave
Sign
Thompson (16) O2012-6087
Referred [C.J.p. 33572] Transportation
Passed [C.J.p. 35471]

PUBLIC WAY USAGE

Grants of Privilege

Club Lago
331 W Superior St
Planter
Reilly (42) O2012-6850
Referred [C.J.p. 36085] Transportation

Collision Revision Chicago 38th
2929 W 38th St
Sign
Burke (14) O2012-6774
Referred [C.J.p. 36057] Transportation

Columbia College Chicago
1306 S Michigan Ave
Conduit
Fioretti (2) O2012-5845
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35476]

Conrad Chicago
521 N Rush St
Sign
Reilly (42) O2012-5946
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35477]

Continental Liquors
1628 W 47th St
Light fixture
Dowell (3) O2012-6694
Referred [C.J.p. 36048] Transportation

Cool Stuff
3733 N Clark St
Sign
Tunney (44) O2012-6075
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35477]

Corepower Yoga LLC
2301 W Lawrence Ave
Sign
Pawar (47) O2012-6180
Referred [C.J.p. 33617] Transportation
Passed [C.J.p. 35478]

PUBLIC WAY USAGE

Grants of Privilege

Cricket
3954 W 63rd St
Sign
Quinn (13) O2012-6769
Referred [C.J.p. 36056] Transportation

Cricket
2409 W Lawrence Ave
Sign
Pawar (47) O2012-6184
Referred [C.J.p. 33617] Transportation
Passed [C.J.p. 35479]

Cristo Rey Jesuit High School
1851 W 22nd Pl
Drain tile
Solis (25) O2012-6865
Referred [C.J.p. 36066] Transportation

cumberland Centre LLC
5450 N Cumberland Ave
Lawn sprinkler system
O'Connor (41) O2012-7018
Referred [C.J.p. 36082] Transportation

CVS/Pharmacy No. 4189
2828 N Clark St
Sign
Tunney (44) O2012-6083
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35480]

CVS/Pharmacy No. 8980
6510 N Sheridan Rd
Sign
O'Connor (40) O2012-6295
Referred [C.J.p. 33600] Transportation
Passed [C.J.p. 35481]

Daddy'O Jerk Restaurant
7518 S Cottage Grove Ave
Sign
Sawyer (6) O2012-5979
Referred [C.J.p. 33563] Transportation
Passed [C.J.p. 35481]

PUBLIC WAY USAGE

Grants of Privilege

Dana Hotel and Spa
2 W Erie St
Planter
Reilly (42) O2012-5918
Referred [C.J.p. 33603] Transportation
Passed [C.J.p. 35482]

Dana Liquors, Inc.
124 E Pershing Rd
Light fixture
Dowell (3) O2012-5874
Referred [C.J.p. 33558] Transportation
Passed [C.J.p. 35483]

Dan's Bakery and Eatery
2521-2523 W 79th St
Sign
Lane (18) O2012-6110
Referred [C.J.p. 33573] Transportation
Passed [C.J.p. 35484]

Davis Imperial Cleaners, Inc.
3319-3325 W Bryn Mawr Ave
Sign
O'Connor (40) O2012-6300
Referred [C.J.p. 33600] Transportation
Passed [C.J.p. 35484]

DBA Garrett Popcorn Shops
27 W Jackson Blvd
Sign
Fioretti (2) O2012-6685
Referred [C.J.p. 36047] Transportation

Dearborn Street Bldg LLC
1244 N Stone St
Fire escape
Smith (43) O2012-5981
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35485]

Delar's Unisex Salon
4132 W 26th St
Sign
Munoz (22) O2012-6802
Referred [C.J.p. 36061] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Delgado Travel Agency, Inc.
3900 W 26th St
Sign
Munoz (22) O2012-6813
Referred [C.J.p. 36062] Transportation

DePaul University
759 W Belden Ave
Conduit
Smith (43) O2012-5987
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35486]

Diversey and Austin Liquor Store
5952 W Diversey Ave
Sign
Reboyras (30) O2012-6910
Referred [C.J.p. 36072] Transportation

Dolex
4000 W 26th St
Sign
Munoz (22) O2012-6172
Referred [C.J.p. 33579] Transportation
Passed [C.J.p. 35487]

Dollar General Store No. 13489
6225 S Kedzie Ave
Sign
Foulkes (15) O2012-6072
Referred [C.J.p. 33571] Transportation
Passed [C.J.p. 35488]

Dollar Tree No. 3359
4738 N Western Ave
Sign
Pawar (47) O2012-6191
Referred [C.J.p. 33617] Transportation
Passed [C.J.p. 35488]

Dollar Tree No. 3359
4738 N Western Ave
Sign
Pawar (47) O2012-6194
Referred [C.J.p. 33617] Transportation
Passed [C.J.p. 35488]

PUBLIC WAY USAGE

Grants of Privilege

Dragon Court Restaurant
2414 S Wentworth Ave
Sign
Solis (25) O2012-6259
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35490]

Dreamscape Nails
554 W 31st St
Building projection
Balcer (11) O2012-6071
Referred [C.J.p. 33567] Transportation
Passed [C.J.p. 35491]

Dublin Bar and Grill
1050 N State St
Wind screen
Reilly (42) O2012-5923
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35492]

Dunkin Donuts
1244 N Ashland Ave
Sign
Moreno (1) O2012-5895
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35492]

Dunkin Donuts/Baskin Robbins
2337 N Cicero Ave
Sign
Suarez (31) O2012-6357
Referred [C.J.p. 33589] Transportation
Passed [C.J.p. 35494]

Dunkin Donuts/Baskin Robin and Togo's
5959 W Diversey Ave
Sign
Reboyras (30) O2012-6268
Referred [C.J.p. 33587] Transportation
Passed [C.J.p. 35493]

PUBLIC WAY USAGE

Grants of Privilege

East Gate Liquors
446 W Diversey Pkwy
Sign
Tunney (44) O2012-6086
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35495]

El Encanto Michoacano
4228 W 26th St
Sign
Munoz (22) O2012-6179
Referred [C.J.p. 33579] Transportation
Passed [C.J.p. 35495]

El Sur Foods
4500 S Wood St
Step
Cochran (20) O2012-6126
Referred [C.J.p. 33575] Transportation
Passed [C.J.p. 35496]

El Tamesi No. 2
4041 W 26th St
Sign
Munoz (22) O2012-6822
Referred [C.J.p. 36062] Transportation

Epic Burger, inc.
407 N Clark St
Sign
Reilly (42) O2012-6859
Referred [C.J.p. 36085] Transportation

Epic Burger, Inc.
40 E Pearson St
Light fixture
Reilly (42) O2012-6856
Referred [C.J.p. 36085] Transportation

Erie LaSalle Body Shop
146 W Erie St
Sign
Reilly (42) O2012-6860
Referred [C.J.p. 36085] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Espace
1205 N Milwaukee Ave
Sign
Moreno (1) O2012-5809
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35497]

Expert Real Estate, Inc.
6309 W Belmont Ave
Sign
Sposato (36) O2012-6995
Referred [C.J.p. 36078] Transportation

Express Cleaners
1850 W North Ave
Sign
Waguespack (32) O2012-6944
Referred [C.J.p. 36074] Transportation

Family Dollar
4200 W Belmont Ave
Sign
Suarez (31) O2012-6293
Referred [C.J.p. 33589] Transportation
Passed [C.J.p. 35498]

Family Dollar No. 2877
2252 N Milwaukee Ave
Sign
Moreno (1) O2012-6669
Referred [C.J.p. 36044] Transportation

Family Dollar Store No. 6772
51 E 71st St
Sign
Sawyer (6) O2012-5986
Referred [C.J.p. 33563] Transportation
Passed [C.J.p. 35498]

Fat Pout
2005-2007 W Division St
Sign
Moreno (1) O2012-6671
Referred [C.J.p. 36045] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Fat Willy's Rib Shack
2416 W Schubert Ave
Light fixture
Moreno (1) O2012-5812
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35499]

Felix, Salvador
5456 W Fullerton Ave
Facade
Reboyras (30) O2012-6283
Referred [C.J.p. 33587] Transportation
Passed [C.J.p. 35500]

Filonek's
6213 N Milwaukee Ave
Sign
Arena (45) O2012-6493
Passed [C.J.p. 35501]
Direct Introduction Transportation

Fireplace Inn
1448 N Wells St
Door swing
Burnett (27) O2012-6301
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35502]

First St. Peter MB Church
5524 S Ashland Ave
Light fixture
Foulkes (15) O2012-6746
Referred [C.J.p. 36058] Transportation

Five Guys Burger and Fries
1146 S Wabash Ave
Sign
Fioretti (2) O2012-5907
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35502]

Floyd D., Rev., James
622-624 S Independence Blvd
Bay window
Chandler (24) O2012-6833
Referred [C.J.p. 36064] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Fogon
1235 W Grand Ave
Sign
Burnett (27) O2012-6303
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35503]

Forever Yogurt
931 W Belmont Ave
Sign
Tunney (44) O2012-7023
Referred [C.J.p. 36093] Transportation

Forever Yogurt Andersonville LLC
5309 N Clark St
Sign
Osterman (48) O2012-6236
Referred [C.J.p. 33621] Transportation
Passed [C.J.p. 35504]

Fragrance Island, Inc.
641 E 79th St
Sign
Sawyer (6) O2012-5990
Referred [C.J.p. 33563] Transportation
Passed [C.J.p. 35505]

Francis W. Parker School
330 W Webster Ave
Fence
Smith (43) O2012-5995
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35507]

Francis W. Parker School
330 W Webster Ave
Landscaping
Smith (43) O2012-5993
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35505]

Franks Food Grocery
5050 W Madison St
Sign
Ervin (28) O2012-6318
Referred [C.J.p. 33585] Transportation
Passed [C.J.p. 35508]

PUBLIC WAY USAGE

Grants of Privilege

Fuga LLC
3853 N Southport Ave
Planter
Tunney (44) O2012-6089
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35508]

G and R Investments
558 E 79th St
Sign
Sawyer (6) O2012-6007
Referred [C.J.p. 33563] Transportation
Passed [C.J.p. 35509]

Gately, Heather and Brendan
1736 W Potomac Ave
Fence
Moreno (1) O2012-5884
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35511]

Gately, Heather and Brendan
1736 W Potomac Ave
Retaining wall
Moreno (1) O2012-5889
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35512]

Gately, Heather and Brendan
1736 W Potomac Ave
Step
Moreno (1) O2012-5817
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35512]

Gateway Auto Service
160 N Elizabeth St
Sign
Burnett (27) O2012-6304
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35513]

GEB
841 W Randolph St
Sign
Burnett (27) O2012-6831
Referred [C.J.p. 36069] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Gelato Greco
1058 W Chicago Ave
Sign
Burnett (27) O2012-6321
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35514]

Genesis Computer Corp.
6513-6515 N Clark St
Sign
O'Connor (40) O2012-7010
Referred [C.J.p. 36081] Transportation

Gerber Auto Rebuilders, Inc.
4545 N Elston Ave
Light fixture
Laurino (39) O2012-6273
Referred [C.J.p. 33599] Transportation
Passed [C.J.p. 35515]

Glamour Closet
444 N Wells St
Amend
Reilly (42) O2012-6903
Referred [C.J.p. 36089] Transportation

Glamour Closet
444 N Wells St
Sign
Reilly (42) O2012-5934
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35515]

Go Roma Italian Kitchen
848 N State St
Sign
Reilly (42) O2012-6867
Referred [C.J.p. 36085] Transportation

Goran Coban Ltd.
936 W Diversey Pkwy
Sign
Tunney (44) O2012-7033
Referred [C.J.p. 36094] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Grafton Pub and Grill, The
4530 N Lincoln Ave
Light fixture
Pawar (47) O2012-6198
Referred [C.J.p. 33617] Transportation
Passed [C.J.p. 35516]

Grand Avenue Shrimp House
5358 W Grand Ave
Sign
Mitts (37) O2012-6233
Referred [C.J.p. 33598] Transportation
Passed [C.J.p. 35517]

Great Clips
10 W Ohio St
Sign
Reilly (42) O2012-6869
Referred [C.J.p. 36085] Transportation

Greater Bethesda Missionary Baptist Church
109 E 53rd St
Stair case
Dowell (3) O2012-6696
Referred [C.J.p. 36049] Transportation

G-Star
1525 N Milwaukee Ave
Sign
Moreno (1) O2012-5814
Referred [C.J.p. 33550] Transportation
Passed [C.J.p. 35510]

Guthries Tavern
1300 W Addison St
Light fixture
Tunney (44) O2012-6093
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35518]

Halsted Eye Boutique
2852 N Halsted St
Sign
Tunney (44) O2012-6098
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35519]

PUBLIC WAY USAGE

Grants of Privilege

Harbor House Condo Assn.
3200 N Lake Shore Dr
Fence
Tunney (44) O2012-7026
Referred [C.J.p. 36094] Transportation

Harper Theatre
5238 S Harper Ave
Marquee
Burns (4) O2012-5932
Referred [C.J.p. 33560] Transportation
Passed [C.J.p. 35521]

Harper Theatre
5238 S Harper Ave
Sign
Burns (4) O2012-6699
Referred [C.J.p. 36050] Transportation

Harper, Nicole
4125 W Harrison St
Chimney
Chandler (24) O2012-6232
Referred [C.J.p. 33580] Transportation
Passed [C.J.p. 35519]

Harper, Nicole
4125 W Harrison St
Facade
Chandler (24) O2012-6242
Referred [C.J.p. 33580] Transportation
Passed [C.J.p. 35520]

Hash House A Go Go
1212 N State Pkwy
Sign
Reilly (42) O2012-5955
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35522]

Heritage at Millennium Park Condo Assn., The
130 N Garland Ct
Planter
Reilly (42) O2012-5966
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35523]

PUBLIC WAY USAGE

Grants of Privilege

Heritage at Millennium Park Condo Assn., The
130 N Garland Ct
Vault
Reilly (42) O2012-5962
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35524]

Holstein Park Condo Assn.
2241 N Oakley Ave
Flood control
Waguespack (32) O2012-6949
Referred [C.J.p. 36074] Transportation

Homegoods No. 510
600 N Michigan Ave
Sign
Reilly (42) O2012-5968
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35524]

Hotel Burnham/Atwood Cafe
1 W Washington St
Bay window
Reilly (42) O2012-5974
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35525]

Hotel Burnham/Atwood Cafe
1 W Washington St
Planter
Reilly (42) O2012-5976
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35526]

Hotel Burnham/Atwood Cafe
1 W Washington St
Vault
Reilly (42) O2012-5971
Referred [C.J.p. 33604] Transportation
Passed [C.J.p. 35527]

Hotel Lincoln park Owner LLC
1816 N Clark St
Sign
Smith (43) O2012-5999
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35528]

PUBLIC WAY USAGE

Grants of Privilege

Hugo's Frog Bar
1024 N Rush St
Security camera
Reilly (42) O2012-6882
Referred [C.J.p. 36085] Transportation

Illinois Home Improvement Corp.
5216-5218 N Elston Ave
Sign
Arena (45) O2012-7034
Referred [C.J.p. 36095] Transportation

Ina's
1235 W Randolph St
Sign
Burnett (27) O2012-6307
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35529]

Intercontinental Hotel Chicago
505 N Michigan Ave
Planter
Reilly (42) O2012-5983
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35530]

Island Furs
1827 W 103rd St
Sign
O'Shea (19) O2012-6121
Referred [C.J.p. 33575] Transportation
Passed [C.J.p. 35531]

J and J Speaker Repair
7006 W Diversey Ave
Sign
Sposato (36) O2012-6216
Referred [C.J.p. 33597] Transportation
Passed [C.J.p. 35532]

Jackson Park Highland Assn.
6700 S Euclid Ave
Sign
Hairston (5) O2012-6700
Referred [C.J.p. 36051] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Jake's Auto Body, Inc.
3425 N Pulaski Rd
Light fixture
Reboyras (30) O2012-6271
Referred [C.J.p. 33587] Transportation
Passed [C.J.p. 35533]

James McHugh Construction Co.
7600-7660 S Wentworth Ave
Occupation of Space
Thomas (17) O2012-6756
Referred [C.J.p. 36059] Transportation

James, Rev., Floyd D.
622-624 S Independence Blvd
Guardrail
Chandler (24) O2012-6846
Referred [C.J.p. 36064] Transportation

James, Rev., Floyd D.
622-624 S Independence Blvd
Stairway
Chandler (24) O2012-6839
Referred [C.J.p. 36065] Transportation

JBC/155 Development
155 N Wacker Dr
Caisson
Reilly (42) O2012-5988
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35533]

JBC/155 Development
155 N Wacker Dr
Sheeting
Reilly (42) O2012-5984
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35534]

Joe's Food Market
1035 W 59th St
Light fixture
Thompson (16) O2012-6751
Referred [C.J.p. 36058] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Joe's Food Market
1035 W 59th St
Sign
Thompson (16) O2012-6747
Referred [C.J.p. 36058] Transportation
John Barleycorn Memorial Pub
658 W Belden Ave
Planter
Smith (43) O2012-7011
Referred [C.J.p. 36092] Transportation
JTL Food Mart, Inc.
1457 S Kostner Ave
Security camera
Chandler (24) O2012-6817
Referred [C.J.p. 36065] Transportation
Kawa, Charotte
2525 W Leland Ave
Planter
Pawar (47) O2012-7049
Referred [C.J.p. 36097] Transportation
Kesh Foods
866 N State St
Sign
Reilly (42) O2012-6885
Referred [C.J.p. 36086] Transportation
Kirkwood Bar and Grill
2934-2936 N Sheffield Ave
Windscreen
Tunney (44) O2012-6108
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35536]
Korndorf, Fred Franz
1540 N Dearborn Pkwy
Fence
Reilly (42) O2012-5933
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35536]

PUBLIC WAY USAGE

Grants of Privilege

Korndorf, Fred Franz
1540 N Dearborn Pkwy
Planter
Reilly (42) O2012-5930
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35537]
Kroll's South Loop
1736 S Michigan Ave
Light fixture
Fioretti (2) O2012-6687
Referred [C.J.p. 36047] Transportation
Kurowski Sausage Shop and Rich
2976-2978 N Milwaukee Ave
Sign
Colón (35) O2012-6225
Referred [C.J.p. 33595] Transportation
Passed [C.J.p. 35538]
La Luna No. 2
6209 W Diversey Ave
Sign
Graham (29) O2012-6902
Referred [C.J.p. 36071] Transportation
La Mexicana Bakery Cafe No. 2
2919 N Milwaukee Ave
Sign
Colón (35) O2012-6986
Referred [C.J.p. 36077] Transportation
Lake Oak Properties, L.P.
114 E Oak St
Facade
Reilly (42) O2012-6907
Referred [C.J.p. 36086] Transportation
Lake Park Associates, Inc.
5226 S Harper Ave
Sign
Burns (4) O2012-5937
Referred [C.J.p. 33560] Transportation
Passed [C.J.p. 35539]

PUBLIC WAY USAGE

Grants of Privilege

Lake Street Landscape Supply, Inc.
1810 W Lake St
Planter
Burnett (27) O2012-6317
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35540]

Lakeside Bank
2800 N Ashland Ave
Sign
Waguespack (32) O2012-6953
Referred [C.J.p. 36074] Transportation

Lakeside Intl Auto Service, Inc.
5407 N Broadway
Sign
Osterman (48) O2012-7037
Referred [C.J.p. 36097] Transportation

Lakeview Chamber of Commerce
3420 N Southport Ave
Bicycle rack
Tunney (44) O2012-7052
Referred [C.J.p. 36094] Transportation

Lakeview Chamber of Commerce
3500 N Southport Ave
Bicycle rack
Tunney (44) O2012-7043
Referred [C.J.p. 36094] Transportation

Lakeview Chamber of Commerce
3657 N Southport Ave
Bicycle rack
Tunney (44) O2012-7048
Referred [C.J.p. 36094] Transportation

Landmark Condo Assn.
1516 S Wabash Ave
Stair case
Dowell (3) O2012-6697
Referred [C.J.p. 36049] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Laramie Diversey C.X., Inc.
5200 W Diversey Ave
Sign
Suarez (31) O2012-6360
Referred [C.J.p. 33589] Transportation
Passed [C.J.p. 35540]

Las Esperanzas
1758 W 47th St
Sign
Cochran (20) O2012-6129
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35541]

LaSalle Bank Trust No. A7701099274
1260 N Dearborn St
Light fixture
Reilly (42) O2012-5997
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35542]

LaSalle Bank Trust No. A7701099274
1260 N Dearborn St
Planter
Reilly (42) O2012-6000
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35543]

Last Bay Beer Company LLC
3155 N Broadway
Light fixture
Tunney (44) O2012-7027
Referred [C.J.p. 36094] Transportation

Laz Parking
301 E North Water St
Sign
Reilly (42) O2012-6909
Referred [C.J.p. 36086] Transportation

LE Club
8629-8633 S Cottage Grove Ave
Sign
Harris (8) O2012-6782
Referred [C.J.p. 36053] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Lee's Garden Chinese Food
4240 W North Ave
Sign
Reboyras (30) O2012-6275
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35544]

Life Storage Centers of River North LLC
325 W Ohio St
Sign
Reilly (42) O2012-6002
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35544]

Lincoln Avenue Maidrite Diner
2429 N Lincoln Ave
Sign
Smith (43) O2012-6004
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35545]

Lincoln Park Presbyterian Church
600 W Fullerton Pkwy
Stairway
Smith (43) O2012-6006
Referred [C.J.p. 33611] Transportation
Passed [C.J.p. 35546]

Lincoln Park's Noodle House
2428 N Ashland Ave
Sign
Waguespack (32) O2012-6956
Referred [C.J.p. 36074] Transportation

Linn Condo Assn., The
3910 N Wolcott Ave
Flood control
Pawar (47) O2012-7061
Referred [C.J.p. 36097] Transportation

Littel Village Chamber of Commerce
4056 W 31st St
Planter
Munoz (22) O2012-6934
Referred [C.J.p. 36063] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Little Gym of Chicago, The
3216 N Lincoln Ave
Sign
Waguespack (32) O2012-6310
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35547]

Little Village Chamber of Commerce
3549 W 25th St
Planter
Munoz (22) O2012-6891
Referred [C.J.p. 36062] Transportation

Little Village Chamber of Commerce
3934 W 26th St
Planter
Munoz (22) O2012-6908
Referred [C.J.p. 36063] Transportation

Little Village Chamber of Commerce
3927 W 31st St
Planter
Munoz (22) O2012-6930
Referred [C.J.p. 36063] Transportation

Little Village Chamber of Commerce
2459 S Drake Ave
Planter
Munoz (22) O2012-6842
Referred [C.J.p. 36062] Transportation

Little Village Chamber of Commerce
2501 S Drake Ave
Planter
Munoz (22) O2012-6853
Referred [C.J.p. 36062] Transportation

Little Village Chamber of Commerce
2500 S Homan Ave
Planter
Munoz (22) O2012-6855
Referred [C.J.p. 36062] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Little Village Chamber of Commerce
2400 S Pulaski Rd
Planter
Munoz (22) O2012-6866
Referred [C.J.p. 36062] Transportation

Little Village Chamber of Commerce
2434 S Pulaski Rd
Planter
Munoz (22) O2012-6870
Referred [C.J.p. 36062] Transportation

Little Village Chamber of Commerce
2757 S Pulaski Rd
Planter
Munoz (22) O2012-6873
Referred [C.J.p. 36062] Transportation

Little Village Chamber of Commerce
2459 S St Louis Ave
Planter
Munoz (22) O2012-6880
Referred [C.J.p. 36062] Transportation

Little Village Chamber of Commerce
2459 S Trumbull Ave
Planter
Munoz (22) O2012-6883
Referred [C.J.p. 36062] Transportation

Little Village Chamber of Commerce
3220 W 25th St
Planter
Munoz (22) O2012-6887
Referred [C.J.p. 36062] Transportation

Little Village Truck Service, Inc.
3201 S Kostner Ave
Occupation of space
Munoz (22) O2012-6185
Referred [C.J.p. 33579] Transportation
Passed [C.J.p. 35548]

PUBLIC WAY USAGE

Grants of Privilege

Logan Square Animal Hospital
2543 N Milwaukee Ave
Sign
Colón (35) O2012-6230
Referred [C.J.p. 33595] Transportation
Passed [C.J.p. 35548]

Lotus Cafe and Banh Mi Sandwiches
719 W Maxwell St
Sign
Solis (25) O2012-6263
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35549]

Louie's Pub
1659 W North Ave
Light fixture
Moreno (1) O2012-6674
Referred [C.J.p. 36044] Transportation

Louie's Pub
1659 W North Ave
Sign
Moreno (1) O2012-6672
Referred [C.J.p. 36045] Transportation

Louis 1888
111 W Hubbard St
Bay window
Reilly (42) O2012-6914
Referred [C.J.p. 36086] Transportation

Loyola University of Chicago
6550 N Sheridan Rd
Planter
Moore (49) O2012-6243
Referred [C.J.p. 33622] Transportation
Passed [C.J.p. 35550]

LQ Acquisition Properties LLC
1 S Franklin St
Planter
Fioretti (2) O2012-5846
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35551]

PUBLIC WAY USAGE

Grants of Privilege

Macerich Management
521 N Rush St
Sign
Reilly (42) O2012-6022
Referred [C.J.p. 33605] Transportation
Passed [C.J.p. 35552]

Macku
2239 N Clybourn Ave
Sign
Waguespack (32) O2012-6313
Referred [C.J.p. 33590] Transportation
Passed [C.J.p. 35552]

Madison Aberdeen Partners LLC
3 N Aberdeen St
Balcony
Burnett (27) O2012-6834
Referred [C.J.p. 36069] Transportation

Madison Aberdeen Partners LLC
4 N Aberdeen St
Balcony
Burnett (27) O2012-6844
Referred [C.J.p. 36069] Transportation

Madison Aberdeen Partners LLC
20-22 N Aberdeen St
Balcony
Burnett (27) O2012-6871
Referred [C.J.p. 36069] Transportation

Maloney, John E.
1359 W Devon Ave
Light fixture
O'Connor (40) O2012-6312
Referred [C.J.p. 33600] Transportation
Passed [C.J.p. 35553]

Mariscos El Kora, Inc.
3016-3018 W 47th St
Sign
Burke (14) O2012-6776
Referred [C.J.p. 36057] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Marquette Auto Glass, Inc.
6715 S Ashland Ave
Sign
Thomas (17) O2012-6097
Referred [C.J.p. 33572] Transportation
Passed [C.J.p. 35554]

Marshalls No. 690
600 N Michigan Ave
Sign
Reilly (42) O2012-6939
Referred [C.J.p. 36086] Transportation

Martinez Family Dental P.C.
3915 W 26th St
Sign
Munoz (22) O2012-6940
Referred [C.J.p. 36063] Transportation

Mayra's Hair Salon
2007 W Augusta Blvd
Sign
Waguespack (32) O2012-6316
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35555]

McDonalds
4320 N Cicero Ave
Fence
Arena (45) O2012-6490
Passed [C.J.p. 35555]
Direct Introduction Transportation

McDonald's Corp.
371 E 79th St
Planter
Sawyer (6) O2012-6012
Referred [C.J.p. 33564] Transportation
Passed [C.J.p. 35556]

McDonald's Restaurants
144 S Wabash Ave
Sign
Reilly (42) O2012-6037
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35557]

PUBLIC WAY USAGE

Grants of Privilege

McDonald's Store No. 4061
186 W Adams St
Sign
Reilly (42) O2012-6041
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35558]

Meinl, Julius
4115 N Ravenswood Ave
Banner
Pawar (47) O2012-6199
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35535]

Meiszner Funeral Home
5624 W Irving Park Rd
Sign
Cullerton (38) O2012-6245
Referred [C.J.p. 33599] Transportation
Passed [C.J.p. 35559]

Mentor Building Condo Assn./Wolin-Levin, Inc.
2 E Monroe St
Balcony
Reilly (42) O2012-6059
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35560]

Metro
3730 N Clark St
Vault
Tunney (44) O2012-7028
Referred [C.J.p. 36094] Transportation

Metropolitan Family Services
3062 E 91st St
Planter
Pope (10) O2012-6061
Referred [C.J.p. 33567] Transportation
Passed [C.J.p. 35560]

Metropolitan Pier and Exposition Authority
2500 S Dr Martin Luther King Jr Dr
Amend
Fioretti (2) O2012-6965
Referred [C.J.p. 36047] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Metropolitan Pier and Exposition Authority
2500 S Dr Martin Luther King Jr Dr
Sign
Fioretti (2) O2012-5910
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35561]

MG International
4358 W Fullerton Ave
Sign
Suarez (31) O2012-6918
Referred [C.J.p. 36073] Transportation

Mi Tierra-South
2528 S Kedzie Ave
Sign
Cardenas (12) O2012-6105
Referred [C.J.p. 33569] Transportation
Passed [C.J.p. 35562]

Mile North Hotel
166 E Superior St
Sign
Reilly (42) O2012-6062
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35563]

Milex Tune Up and Brakes
7059 W Belmont Ave
Sign
Sposato (36) O2012-6220
Referred [C.J.p. 33597] Transportation
Passed [C.J.p. 35564]

Miller's Pub and Restaurant
134 S Wabash Ave
Sign
Reilly (42) O2012-6942
Referred [C.J.p. 36086] Transportation

Mobil
4638 N Damen Ave
Sign
Pawar (47) O2012-7062
Referred [C.J.p. 36097] Transportation

PUBLIC WAY USAGE

Grants of Privilege

MPA Onterie Center LLC
441 E Ontario St
Sign
Reilly (42) O2012-6937
Referred [C.J.p. 36086] Transportation

MPA Onterie Center LLC
446 E Ontario St
Sign
Reilly (42) O2012-6932
Referred [C.J.p. 36086] Transportation

MPA Onterie Center LLC
448 E Ontario St
Sign
Reilly (42) O2012-6935
Referred [C.J.p. 36086] Transportation

Mujeres Latinas En Accion
2124-2126 W 21st Pl
Plantar
Solis (25) O2012-6265
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35565]

Music Box Films
173 N Morgan St
Kiosk
Burnett (27) O2012-6308
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35566]

Native Foods Cafe
1023 W Belmont Ave
Sign
Tunney (44) O2012-7029
Referred [C.J.p. 36094] Transportation

New 79th & Rhodes Curr. Exch., Inc.
531 E 79th St
Sign
Sawyer (6) O2012-6779
Referred [C.J.p. 36052] Transportation

PUBLIC WAY USAGE

Grants of Privilege

New Myle Asian Cuisine
1465 W Irving Park Rd
Sign
Pawar (47) O2012-6200
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35566]

New Zaika Restuarant, Inc.
1316 N Clybourn Ave
Sign
Burnett (27) O2012-6890
Referred [C.J.p. 36069] Transportation

Nicole's Furniture, Inc.
3101 N Central Ave
Sign
Reboyras (30) O2012-6913
Referred [C.J.p. 36072] Transportation

North Avenue Collection LLC
939 W North Ave
Planter
Waguespack (32) O2012-6959
Referred [C.J.p. 36074] Transportation

North Bank
70 W Hubbard St
Clock
Reilly (42) O2012-6954
Referred [C.J.p. 36086] Transportation

Northtown Library
6435 N California Ave
Occupation of space
Silverstein (50) O2012-6248
Referred [C.J.p. 33623] Transportation
Passed [C.J.p. 35567]

Northwestern Medical Hospital
1333 W Belmont Ave
Sign
Waguespack (32) O2012-6320
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35568]

PUBLIC WAY USAGE

Grants of Privilege

Northwestern Memorial Hospital
259 E Erie St
Amend
Reilly (42) O2012-6915
Referred [C.J.p. 36086] Transportation

Northwestern Memorial Hospital
259 E Erie St
Bicycle rack
Reilly (42) O2012-6077
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35569]

Northwestern Memorial Hospital
259 E Erie St
Foundation support
Reilly (42) O2012-6960
Referred [C.J.p. 36086] Transportation

Northwestern Memorial Hospital
259 E Erie St
Pile caps
Reilly (42) O2012-6103
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35569]

Northwestern Memorial Hospital
259 E Erie St
Tunnel
Reilly (42) O2012-6070
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35570]

Northwestern Memorial Hospital
251 E Huron St
Amend
Reilly (42) O2012-6896
Referred [C.J.p. 36089] Transportation

Northwestern Memorial Hospital (Cafeteria -2nd)
251 E Huron St
Manhole
Reilly (42) O2012-6957
Referred [C.J.p. 36086] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Northwestern University
840 N Lake Shore Dr
Tunnel
Reilly (42) O2012-6962
Referred [C.J.p. 36086] Transportation

Oberweis Dairy, Inc.
3055 N Sheffield Ave
Sign
Tunney (44) O2012-6111
Referred [C.J.p. 33614] Transportation
Passed [C.J.p. 35571]

OG Plumbing
1324 W Kinzie St
Occupation of Space
Burnett (27) O2012-6324
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35572]

Old Navy
150 N State St
Banner
Reilly (42) O2012-6115
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35573]

Old Navy
150 N State St
Sign
Reilly (42) O2012-6119
Referred [C.J.p. 33606] Transportation
Passed [C.J.p. 35573]

Orginal Halsted Maxwell Street Polish
11658 S Halsted St
Sign
Austin (34) O2012-6980
Referred [C.J.p. 36076] Transportation

Orso's Restaurant
1401 N Wells St
Light fixture
Smith (43) O2012-7013
Referred [C.J.p. 36092] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Otis Properties, LLC
3935 W 26th St
Sign
Munoz (22) O2012-6951
Referred [C.J.p. 36063] Transportation

Oxygen Spa Studio
400 S Green St
Sign
Fioretti (2) O2012-5847
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35574]

P.F. Chang China Bistro
530 N Wabash Ave
Sign
Reilly (42) O2012-6970
Referred [C.J.p. 36087] Transportation

Paladar
2115 N Milwaukee Ave
Light fixture
Moreno (1) O2012-6675
Referred [C.J.p. 36045] Transportation

Panaderia Coral
3807 W 26th St
Sign
Munoz (22) O2012-6189
Referred [C.J.p. 33579] Transportation
Passed [C.J.p. 35575]

Panega Ventures LLC
7701-7707 S Stewart Ave
Facade
Thomas (17) O2012-6106
Referred [C.J.p. 33572] Transportation
Passed [C.J.p. 35577]

Panera Cares
616 W Diversey Pkwy
Light fixture
Tunney (44) O2012-6113
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35576]

PUBLIC WAY USAGE

Grants of Privilege

Pappas, Mr. Phillip
2557 N Halsted St
Balcony
Smith (43) O2012-6010
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35577]

Paradise Cantina
2015 W Division St
Sign
Moreno (1) O2012-6676
Referred [C.J.p. 36045] Transportation

Paraiso Travel and Services
6148 S Pulaski Rd
Sign
Quinn (13) O2012-6067
Referred [C.J.p. 33569] Transportation
Passed [C.J.p. 35578]

Park Hyatt Water Tower Assoc.
800 N Michigan Ave
Bay window
Reilly (42) O2012-6976
Referred [C.J.p. 36087] Transportation

Park Hyatt Water Tower Assoc.
800 N Michigan Ave
Caisson
Reilly (42) O2012-6979
Referred [C.J.p. 36087] Transportation

Park Hyatt Water Tower Assoc.
800 N Michigan Ave
Grease basin
Reilly (42) O2012-6981
Referred [C.J.p. 36087] Transportation

Park Hyatt Water Tower Assoc.
800 N Michigan Ave
Grease separator
Reilly (42) O2012-6984
Referred [C.J.p. 36087] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Park Hyatt Water Tower Assoc.
800 N Michigan Ave
Planter
Reilly (42) O2012-6987
Referred [C.J.p. 36087] Transportation

Park Hyatt Water Tower Assoc.
800 N Michigan Ave
Vault
Reilly (42) O2012-6988
Referred [C.J.p. 36087] Transportation

Park Place LLC
4054 W North Ave
Sign
Reboyras (30) O2012-6278
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35579]

Parson's Chicken and Fish
2952 W Armitage Ave
Sign
Colón (35) O2012-6234
Referred [C.J.p. 33596] Transportation
Passed [C.J.p. 35580]

Perez Mexican Food
853 W Randolph St
Sign
Burnett (27) O2012-6311
Referred [C.J.p. 33583] Transportation
Passed [C.J.p. 35580]

Personal Liquors, Inc.
4241 W Madison St
Sign
Ervin (28) O2012-6326
Referred [C.J.p. 33585] Transportation
Passed [C.J.p. 35581]

Pete's Market
5724 S Kedzie Ave
Sign
Burke (14) O2012-6068
Referred [C.J.p. 33570] Transportation
Passed [C.J.p. 35582]

PUBLIC WAY USAGE

Grants of Privilege

Pete's Produce
1411 W 87th St
Sign
Brookins (21) O2012-6144
Referred [C.J.p. 33578] Transportation
Passed [C.J.p. 35583]

Pete's Produce
1411 W 87th St
Sign
Brookins (21) O2012-6157
Referred [C.J.p. 33578] Transportation
Passed [C.J.p. 35583]

Pete's Produce
1543 E 87th St
Sign
Harris (8) O2012-6052
Referred [C.J.p. 33565] Transportation
Passed [C.J.p. 35584]

Pete's Produce
1543 E 87th St
Sign
Harris (8) O2012-6053
Referred [C.J.p. 33565] Transportation
Passed [C.J.p. 35585]

Pinky Nail Chicago, Inc.
1728 W Division St
Banner
Moreno (1) O2012-5898
Referred [C.J.p. 33551] Transportation
Passed [C.J.p. 35586]

Polo Cafe and Catering Bridgeport USA
3322 S Morgan St
Sign
Balcer (11) O2012-6762
Referred [C.J.p. 36055] Transportation

Poncitlan Jalisco No. 1
4460 W Diversey Ave
Sign
Suarez (31) O2012-6364
Referred [C.J.p. 33589] Transportation
Passed [C.J.p. 35586]

PUBLIC WAY USAGE

Grants of Privilege

Portillo's Hot Dogs, Inc.
100 W Ontario St
Security camera
Reilly (42) O2012-6991
Referred [C.J.p. 36087] Transportation

Potbelly Sandwich Works LLC
3424 N Southport Ave
Sign
Tunney (44) O2012-7035
Referred [C.J.p. 36094] Transportation

Poulos, Margie
1562 N Milwaukee Ave
Amend
Moreno (1) O2012-6955
Referred [C.J.p. 36045] Transportation

Powell, Tracey
1214 N Astor St
Stairway
Smith (43) O2012-6035
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35587]

Pro Agencies, Inc.
3135 W 111th St
Sign
O'Shea (19) O2012-6123
Referred [C.J.p. 33575] Transportation
Passed [C.J.p. 35529]

Public Chicago
1301 N State St
Manhole
Smith (43) O2012-7057
Referred [C.J.p. 36093] Transportation

Quad Communities Development Corp.
648 E 47th St
Trash container
Burns (4) O2012-6708
Referred [C.J.p. 36050] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Quad Communities Development Corp.
700 E 47th St
Trash container
Burns (4) O2012-6710
Referred [C.J.p. 36050] Transportation

Quad Communities Development Corp.
1360 E 47th St
Trash container
Burns (4) O2012-6712
Referred [C.J.p. 36050] Transportation

Quad Communities Development Corp.
4303 S Cottage Grove Ave
Trash container
Burns (4) O2012-6702
Referred [C.J.p. 36050] Transportation

Quad Communities Development Corp.
4681 S Cottage Grove Ave
Trash container
Burns (4) O2012-6704
Referred [C.J.p. 36050] Transportation

Quad Communities Development Corp.
4693 S Cottage Grove Ave
Trash container
Burns (4) O2012-6705
Referred [C.J.p. 36050] Transportation

Quad Communities Development Corp.
4908 S Cottage Grove Ave
Trash container
Burns (4) O2012-6706
Referred [C.J.p. 36050] Transportation

Quad Communities Development Corp.
5044 S Cottage Grove Ave
Trash container
Burns (4) O2012-6707
Referred [C.J.p. 36050] Transportation

PUBLIC WAY USAGE

Grants of Privilege

R.P. Fox Associates
1142 W Grand Ave
Bay window
Burnett (27) O2012-6314
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35588]

Rainforest Cafe
605 N Clark St
Fence
Reilly (42) O2012-7003
Referred [C.J.p. 36087] Transportation

Rainforest Cafe
605 N Clark St
Light pole
Reilly (42) O2012-7006
Referred [C.J.p. 36087] Transportation

Randolph Adventures, Inc.
1335 W Randolph St
Fire escape
Burnett (27) O2012-6292
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35589]

Randolph Adventures, Inc.
1335 W Randolph St
Light fixture
Burnett (27) O2012-6297
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35590]

Randolph Adventures, Inc.
1335 W Randolph St
Vault
Burnett (27) O2012-6327
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35590]

Raul's Repair Service
3630 W Diversey Ave
Sign
Colón (35) O2012-6238
Referred [C.J.p. 33596] Transportation
Passed [C.J.p. 35591]

PUBLIC WAY USAGE

Grants of Privilege

Red Eye Eyewear
1867-1869 N Damen Ave
Amend
Waguespack (32) O2012-7022
Referred [C.J.p. 36075] Transportation

Red Sky Capital LLC
1140 W Madison St
Bay window
Burnett (27) O2012-6892
Referred [C.J.p. 36070] Transportation

Regulus Coffee House Co.
6032 W Irving Park Rd
Sign
Cullerton (38) O2012-6253
Referred [C.J.p. 33599] Transportation
Passed [C.J.p. 35592]

Reliable Plating Corp.
1514 W Lake St
Manhole
Burnett (27) O2012-6329
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35593]

Resurrection Health Care
2233 W Division St
Bicycle rack
Waguespack (32) O2012-6328
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35594]

Resurrection Health Care
2233 W Division St
Concrete walkways
Waguespack (32) O2012-6330
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35595]

Resurrection Health Care
2233 W Division St
Planter
Waguespack (32) O2012-6332
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35596]

PUBLIC WAY USAGE

Grants of Privilege

Resurrection Health Care
2233 W Division St
Trees
Waguespack (32) O2012-6334
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35597]

Resurrection Healtyh Care
400 W Diversey Pkwy
Bollard
Tunney (44) O2012-6117
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35594]

Riccordino Realty
2843 W 79th St
Sign
Lane (18) O2012-6112
Referred [C.J.p. 33573] Transportation
Passed [C.J.p. 35598]

River View Condo Assn.
415 E North Water St
Building projection
Reilly (42) O2012-7012
Referred [C.J.p. 36088] Transportation

Riverview Condo
445 E North Water St
Caisson
Reilly (42) O2012-7008
Referred [C.J.p. 36088] Transportation

Roosevelt University
501-509 S Wabash Ave
Sign
Fioretti (2) O2012-6688
Referred [C.J.p. 36047] Transportation

Rothschild Liquors
1615 W 79th St
Light fixture
Brookins (21) O2012-6165
Referred [C.J.p. 33578] Transportation
Passed [C.J.p. 35601]

PUBLIC WAY USAGE

Grants of Privilege

Rothschild Liquors
717 E 87th St
Light fixture
Sawyer (6) O2012-6017
Referred [C.J.p. 33564] Transportation
Passed [C.J.p. 35601]

Rothschild Liquors
1532 W Chicago Ave
Light fixture
Moreno (1) O2012-5818
Referred Transportation
Passed [C.J.p. 35598]

Rothschild Liquors
118 S Cicero Ave
Light fixture
Ervin (28) O2012-6333
Referred [C.J.p. 33585] Transportation
Passed [C.J.p. 35599]

Rothschild Liquors
3015 W Madison St
Light fixture
Ervin (28) O2012-6331
Referred [C.J.p. 33586] Transportation
Passed [C.J.p. 35600]

Rothschild Liquors
3530 W Roosevelt Rd
Light fixture
Chandler (24) O2012-6854
Referred [C.J.p. 36065] Transportation

Royal Castle Motel
45 W 103rd St
Sign
Austin (34) O2012-6985
Referred [C.J.p. 36076] Transportation

Royal Thai Consulate General
700 N Rush St
Flagpole
Reilly (42) O2012-6130
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35602]

PUBLIC WAY USAGE

Grants of Privilege

RPM Italian
52 W Illinois St
Sign
Reilly (42) O2012-6122
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35603]

RPM Italian
52 W Illinois St
Sign
Reilly (42) O2012-6124
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35604]

Ruby of Siam
170 W Washington St
Sign
Reilly (42) O2012-6133
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35604]

Sabatinos, Inc.
4441 W Irving Park Rd
Sign
Cullerton (38) O2012-6261
Referred [C.J.p. 33599] Transportation
Passed [C.J.p. 35605]

Sabor Saveur
2013 W Division St
Windscreen
Moreno (1) O2012-6680
Referred [C.J.p. 36045] Transportation

Sabri Nihari Restaurant
2500 W Devon Ave
Sign
Silverstein (50) O2012-7045
Referred [C.J.p. 36098] Transportation

Salon 718
5721 W Belmont Ave
Sign
Reboyras (30) O2012-6279
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35606]

PUBLIC WAY USAGE

Grants of Privilege

Salon V
1007 W Webster Ave
Light fixture
Waguespack (32) O2012-6963
Referred [C.J.p. 36074] Transportation

Sapori
2701 N Halsted St
Light fixture
Smith (43) O2012-7014
Referred [C.J.p. 36092] Transportation

Schmid, John
2123 S Ashland Ave
Fire escape
Solis (25) O2012-6876
Referred [C.J.p. 36066] Transportation

Schmid, John
2123 S Ashland Ave
Step
Solis (25) O2012-6872
Referred [C.J.p. 36066] Transportation

Sexton Condo Assn., The
360 W Illinois St
Planter
Reilly (42) O2012-6139
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35607]

Sexton, Martin
858 N Orleans St
Bay window
Burnett (27) O2012-6875
Referred [C.J.p. 36069] Transportation

Sexton, Martin
858 N Orleans St
Fence
Burnett (27) O2012-6879
Referred [C.J.p. 36069] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Sexton, Martin
858 N Orleans St
Step
Burnett (27) O2012-6888
Referred [C.J.p. 36069] Transportation

Shiekh Shoes
1313 S Halsted St
Sign
Solis (25) O2012-6269
Referred [C.J.p. 33581] Transportation
Passed [C.J.p. 35608]

Shurgard Storage Centers, Inc.
947 W Van Buren St
Sign
Fioretti (2) O2012-6689
Referred [C.J.p. 36047] Transportation

Sip Coffeehouse
1223 W Grand Ave
Planter
Burnett (27) O2012-6319
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35608]

Skylark Motel
5435 S Archer Ave
Sign
Zalewski (23) O2012-6223
Referred [C.J.p. 33580] Transportation
Passed [C.J.p. 35609]

Smith Ortiz P.C
4309 W Fullerton Ave
Sign
Suarez (31) O2012-6920
Referred [C.J.p. 36073] Transportation

Smoque BBQ
3800 N Pulaski Rd
Light fixture
Reboyras (30) O2012-6285
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35610]

PUBLIC WAY USAGE

Grants of Privilege

Snap Fitness, 24/7
1212 S Michigan Ave
Sign
Fioretti (2) O2012-6691
Referred [C.J.p. 36047] Transportation

Snappy's Shrimp
1901 W Irving Park Rd
Sign
Pawar (47) O2012-6201
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35611]

Soundz Good Chicago
3445 N Western Ave
Sign
Waguespack (32) O2012-6335
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35612]

South Central Bank
1959 W Grand Ave
Sign
Maldonado (26) O2012-6807
Referred [C.J.p. 36067] Transportation

South Central Bank
1959 W Grand Ave
Sign
Maldonado (26) O2012-6809
Referred [C.J.p. 36067] Transportation

South Shore Chamber, Inc.
1533 E 67th St
Bicycle rack
Hairston (5) O2012-6721
Referred [C.J.p. 36051] Transportation

South Shore Chamber, Inc.
1533 E 67th St
Trash container
Hairston (5) O2012-5959
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35615]

PUBLIC WAY USAGE

Grants of Privilege

South Shore chamber, Inc.
1818 E 71st St
Bicycle rack
Hairston (5) O2012-6724
Referred [C.J.p. 36051] Transportation

South Shore Chamber, Inc.
1833 W 71st St
Bicycle rack
Hairston (5) O2012-6727
Referred [C.J.p. 36051] Transportation

South Shore Chamber, Inc.
2325 E 71st St
Bicycle rack
Hairston (5) O2012-6722
Referred [C.J.p. 36051] Transportation

South Shore Chamber, Inc.
7054 S Jeffery Ave
Trash container
Hairston (5) O2012-5953
Referred [C.J.p. 33561] Transportation
Passed [C.J.p. 35612]

South Shore Chamber, Inc.
7101 S Jeffery Ave
Trash container
Hairston (5) O2012-5947
Referred [C.J.p. 33561] Transportation
Passed [C.J.p. 35613]

South Shore Chamber, Inc.
7054 S Jeffery Blvd
Bicycle rack
Hairston (5) O2012-6717
Referred [C.J.p. 36051] Transportation

South Shore Chamber, Inc.
7131 S Jeffery Blvd
Bicycle Rack
Hairston (5) O2012-6718
Referred [C.J.p. 36051] Transportation

PUBLIC WAY USAGE

Grants of Privilege

South Shore Chamber, Inc.
6937 S Stony Island Ave
Bicycle rack
Hairston (5) O2012-6719
Referred [C.J.p. 36051] Transportation

South Shore Chamber, Inc.
7101 S Stony Island Ave
Bicycle rack
Hairston (5) O2012-6720
Referred [C.J.p. 36051] Transportation

South Shore Chamber, Inc.
7544 S Stony Island Ave
Trash container
Hairston (5) O2012-6011
Referred [C.J.p. 33561] Transportation
Passed [C.J.p. 35614]

South Shore Chamber, Inc.
7114 S Yates Blvd
Trash container
Hairston (5) O2012-6013
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35616]

South Suburban Mayors & Managers Assn.
1225 W 103rd St
Fiber Conduit
Brookins (21) O2012-6790
Referred [C.J.p. 36060] Transportation

South Suburban Mayors & Managers Assn.
9821 S Parnell Ave
Fiber conduit
Brookins (21) O2012-6784
Referred [C.J.p. 36060] Transportation

South Suburban Mayors & Managers Assn.
9756 S Wentworth Ave
Fiber conduit
Brookins (21) O2012-6787
Referred [C.J.p. 36060] Transportation

PUBLIC WAY USAGE

Grants of Privilege

South Suburban Mayors and Managers Assn.
1207 W 107th St
Fiber conduit
Austin (34) O2012-6989
Referred [C.J.p. 36076] Transportation

South Suburban Mayors and Managers Assn.
1462 W 111th St
Fiber conduit
Austin (34) O2012-6990
Referred [C.J.p. 36076] Transportation

South Suburban Mayors and Managers Assn.
1504 W 112th St
Fiber conduit
Austin (34) O2012-6992
Referred [C.J.p. 36076] Transportation

South Suburban Mayors and Managers Assn.
1557 W 115th St
Fiber conduit
Austin (34) O2012-6994
Referred [C.J.p. 36077] Transportation

South Suburban Mayors and Managers Assn.
1544 W 119th St
Fiber conduit
Austin (34) O2012-6996
Referred [C.J.p. 36077] Transportation

Southport and Irving
4002 N Southport Ave
Sign
Pawar (47) O2012-6204
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35616]

Sports and Ortho Physical Therapy
801 W Diversey Pkwy
Sign
Smith (43) O2012-6015
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35617]

PUBLIC WAY USAGE

Grants of Privilege

Sports World
Amend
Tunney (44) O2012-5935
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35689]

Starbucks Coffee
1174 E 55th St
Handicap ramp
Burns (4) O2012-5939
Referred [C.J.p. 33560] Transportation
Passed [C.J.p. 35618]

State Garden Food and LIQ.
5701 S State St
Sign
Cochran (20) O2012-6131
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35619]

Stateway Associates LLC
3506 S State St
Planter
Dowell (3) O2012-5871
Referred [C.J.p. 33559] Transportation
Passed [C.J.p. 35620]

Stateway Associates LLC
3506 S State St
Planter
Dowell (3) O2012-5868
Referred [C.J.p. 33559] Transportation
Passed [C.J.p. 35620]

Steve Grubman Photography, Inc.
456 N Morgan St
Security camera
Burnett (27) O2012-6325
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35621]

Stone City
3037 W Grand Ave
Sign
Maldonado (26) O2012-6277
Referred [C.J.p. 33582] Transportation
Passed [C.J.p. 35622]

PUBLIC WAY USAGE

Grants of Privilege

Studio 31
5147 S Archer Ave
Light fixture
Zalewski (23) O2012-6226
Referred [C.J.p. 33580] Transportation
Passed [C.J.p. 35623]

Subway
7852 S Cottage Grove Ave
Sign
Sawyer (6) O2012-6021
Referred [C.J.p. 33564] Transportation
Passed [C.J.p. 35624]

Subway
166 N Wabash Ave
Sign
Reilly (42) O2012-6143
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35625]

Subway No. 21976
300 N Michigan Ave
Sign
Reilly (42) O2012-6146
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35625]

Sugar Fly, Inc.
2409 W North Ave
Sign
Moreno (1) O2012-5819
Referred [C.J.p. 33551] Transportation
Passed [C.J.p. 35626]

Sullivan's Steakhouse
415 N Dearborn St
Light fixture
Reilly (42) O2012-6150
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35627]

PUBLIC WAY USAGE

Grants of Privilege

Sumi
700-702 N Wells St
Landscaping
Reilly (42) O2012-6154
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35628]

Sunstone Saint Clair LLC
633 N St Clair St
Sign
Reilly (42) O2012-7015
Referred [C.J.p. 36088] Transportation

Sushi Para Too
2256 N Clark St
Sign
Smith (43) O2012-6020
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35628]

Sushi Usagi Ya
1178 N Milwaukee Ave
Light fixture
Moreno (1) O2012-5899
Referred [C.J.p. 33551] Transportation
Passed [C.J.p. 35629]

Swedish American Museum
5211 N Clark St
Flagpole
Osterman (48) O2012-6026
Referred [C.J.p. 33621] Transportation
Passed [C.J.p. 35630]

Taco Joint
1969 N Halsted St
Sign
Smith (43) O2012-6030
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35631]

Tai Ho Yee Food Co.
2422 S Wentworth Ave
Sign
Solis (25) O2012-6884
Referred [C.J.p. 36066] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Tailo Rite Clothing a
8459 S Cottage Grove Ave
Harris (8) O2012-6783
Referred [C.J.p. .36054] Transportation

Taqueria Atotonilco No. 1
3916 W 26th St
Exhaust duct (vent)
Munoz (22) O2012-6195
Referred [C.J.p. 33579] Transportation
Passed [C.J.p. 35631]

Taqueria Coacoyula
5823 W Fullerton Ave
Facade
Mitts (37) O2012-6240
Referred [C.J.p. 33598] Transportation
Passed [C.J.p. 35632]

Taqueria El Charo De San Francisco
3655 E 106th St
Sign
Pope (10) O2012-6758
Referred [C.J.p. 36055] Transportation

Tavern, The
1954-1958 W North Ave
Sign
Waguespack (32) O2012-6968
Referred [C.J.p. 36074] Transportation

Thai Classic Restaurant
3332 N Clark St
Sign
Tunney (44) O2012-6120
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35633]

Thompson Building LLC
340 N Clark St
Stair case
Reilly (42) O2012-7017
Referred [C.J.p. 36088] Transportation

PUBLIC WAY USAGE

Grants of Privilege

Tianguis Fresh Foods
3552 W Armitage Ave
Light fixture
Maldonado (26) O2012-7105
Referred [C.J.p. 36067] Transportation

Total Balance Chiropractic, P.C.
3259 N Ashland Ave
Light fixture
Tunney (44) O2012-6125
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35634]

Trace
3714 N Clark St
Light fixture
Tunney (44) O2012-7038
Referred [C.J.p. 36094] Transportation

Tremaine Atkinson Revocable Trust
2054 N California Ave
Ice melt system
Smith (43) O2012-7016
Referred [C.J.p. 36092] Transportation

U.S. Bank, N.A.
2958 N Milwaukee Ave
Sign
Colón (35) O2012-6250
Referred [C.J.p. 33596] Transportation
Passed [C.J.p. 35635]

U.S. Equities Asset Management
600 W Fulton St
Stair case
Reilly (42) O2012-7024
Referred [C.J.p. 36088] Transportation

U.S. Wireless, Inc.
5603 W Irving Park Rd
Sign
Cullerton (38) O2012-6999
Referred [C.J.p. 36079] Transportation

PUBLIC WAY USAGE

Grants of Privilege

UMAI
730 S Clark St
Exhaust duct
Fioretti (2) O2012-6693
Referred [C.J.p. 36047] Transportation

UN Cork It
393 E Illinois St
Planter
Reilly (42) O2012-6160
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35635]

Uncommon Ground
3800 N Clark St
Light fixture
Tunney (44) O2012-7059
Referred [C.J.p. 36094] Transportation

Uncommon Ground
3800 N Clark St
Security camera
Tunney (44) O2012-7058
Referred [C.J.p. 36094] Transportation

Universe Health Source
333 E Benton Pl
Sign
Reilly (42) O2012-6163
Referred [C.J.p. 33607] Transportation
Passed [C.J.p. 35636]

University of Chicago
1414 E 59th St
Bicycle rack
Hairston (5) O2012-6729
Referred [C.J.p. 36051] Transportation

University of Chicago
1414 E 59th St
Bicycle rack
Hairston (5) O2012-6731
Referred [C.J.p. 36051] Transportation

PUBLIC WAY USAGE

Grants of Privilege

University of Chicago
5807 S Woodlawn Ave
Curry walls
Hairston (5) O2012-6735
Referred [C.J.p. 36051] Transportation

University of Chicago, The
905-919 E 57th St
Pipe
Hairston (5) O2012-6051
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35648]

University of Chicago, The
962-978 E 61st St
Earth retention system
Cochran (20) O2012-6196
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35649]

University of Chicago, The
1000-1034 E 61st St
Earth retention system
Cochran (20) O2012-6178
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35650]

University of Chicago, The
1100-1134 E 61st St
Earth retention system
Cochran (20) O2012-6175
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35651]

University of Chicago, The
1144-1178 E 61st St
Earth retention system
Cochran (20) O2012-6164
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35651]

University of Chicago, The
1200-1236 E 61st St
Earth retention system
Cochran (20) O2012-6158
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35652]

PUBLIC WAY USAGE

Grants of Privilege

University of Chicago, The
1300-1314 E 61st St
Earth retention system
Cochran (20) O2012-6152
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35653]

University of Chicago, The
6030-6041 S Dorchester Ave
Earth retention system
Cochran (20) O2012-6149
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35637]

University of Chicago, The
5620-5640 S Drexel Ave
Tunnels
Hairston (5) O2012-6054
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35638]

University of Chicago, The
5801 S Ellis Ave
Conduit
Hairston (5) O2012-6044
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35639]

University of Chicago, The
6054-6059 S Ellis Ave
Earth retention system
Cochran (20) O2012-6182
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35639]

University of Chicago, The
5757 S University Ave
Irrigation system
Hairston (5) O2012-6034
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35641]

PUBLIC WAY USAGE

Grants of Privilege

University of Chicago, The
5757 S University Ave
Sheeting
Hairston (5) O2012-6039
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35642]

University of Chicago, The
5757 S University Ave
Steam lines
Hairston (5) O2012-6042
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35643]

University of Chicago, The
5757 S University Ave
Vault
Hairston (5) O2012-6031
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35644]

University of Chicago, The
5828 S University Ave
Conduit
Hairston (5) O2012-6047
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35645]

University of Chicago, The
6052-6057 S University Ave
Earth retention system
Cochran (20) O2012-6171
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35646]

University of Chicago, The
5701 S Woodlawn Ave
Conduit
Hairston (5) O2012-6055
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35646]

University of Chicago, The
5750 S Woodlawn Ave
Vault
Hairston (5) O2012-6740
Referred Transportation

PUBLIC WAY USAGE

Grants of Privilege

University of Chicago, The
6052-6059 S Woodlawn Ave
Earth retention system
Cochran (20) O2012-6161
Referred [C.J.p. 33576] Transportation
Passed [C.J.p. 35647]

University of Chicago, The, File No. 12
5700 S University Ave
Hairston (5) O2012-6050
Referred [C.J.p. 33562] Transportation
Passed [C.J.p. 35640]

Unplugged Furniture
1800 N Clybourn Ave
Sign
Waguespack (32) O2012-6336
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35654]

Value Auto Mart, Inc.
2737 N Cicero Ave
Sign
Suarez (31) O2012-6924
Referred [C.J.p. 36073] Transportation

Vanguard Lofts Condo Assn.
1250 W Van Buren St
Balcony
Fioretti (2) SO2012-5849
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35655]

Via Veneto
6340 N Lincoln Ave
Sign
Silverstein (50) O2012-7051
Referred [C.J.p. 36098] Transportation

Victory Center of Galewood
2370 N Newcastle Ave
Foundation support
Sposato (36) O2012-6227
Referred [C.J.p. 33597] Transportation
Passed [C.J.p. 35655]

PUBLIC WAY USAGE

Grants of Privilege

Villa Joint the Movement
306 E 47th St
Sign
Dowell (3) O2012-5876
Referred [C.J.p. 33559] Transportation
Passed [C.J.p. 35656]

Virgin Hotel Chicago
203 N Wabash Ave
Light fixture
Reilly (42) O2012-7030
Referred [C.J.p. 36088] Transportation

Virgin Hotel Chicago
203 N Wabash Ave
Vault
Reilly (42) O2012-6167
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35657]

Virgin Hotel Chicago
203 N Wabash Ave
Ventilation well
Reilly (42) O2012-7032
Referred [C.J.p. 36088] Transportation

Vitamin Shoppe, The
2747 N Clark St
Sign
Smith (43) O2012-6043
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35658]

Vivo Restaurant
838 W Randolph St
Planter
Burnett (27) O2012-6897
Referred [C.J.p. 36070] Transportation

Vorne, Norman C.
5030 W Catalpa Ave
Fence
Arena (45) O2012-6491
Passed [C.J.p. 35659]
Direct Introduction Transportation

PUBLIC WAY USAGE

Grants of Privilege

Vorne, Norman C.
5030 W Catalpa Ave
Occupation of space
Arena (45) O2012-6492
Passed [C.J.p. 35660]
Direct Introduction Transportation

Vrai Amour
953 W Webster Ave
Sign
Smith (43) O2012-6045
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35660]

Well Future Pharmacy LLC
1442 S Michigan Ave
Light fixture
Fioretti (2) O2012-5851
Referred [C.J.p. 33555] Transportation
Passed [C.J.p. 35661]

Wells Flats Street LLC
1225 N Wells St
Sign
Smith (43) O2012-6048
Referred [C.J.p. 33612] Transportation
Passed [C.J.p. 35662]

Wesley Realty Group, Inc.
6117-6119 S Racine Ave
Fence
Thompson (16) O2012-6081
Referred [C.J.p. 33572] Transportation
Passed [C.J.p. 35663]

Wesley Realty Group, Inc.
6117-6119 S Racine Ave
Step
Thompson (16) O2012-6079
Referred [C.J.p. 33572] Transportation
Passed [C.J.p. 35664]

PUBLIC WAY USAGE

Grants of Privilege

West 77
77 W Huron St
Sign
Reilly (42) O2012-6174
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35664]

Whiteside Liquors, Inc.
425 E 63rd St
Light fixture
Cochran (20) O2012-6136
Referred [C.J.p. 33577] Transportation
Passed [C.J.p. 35665]

Wireless and Beyond IL., LLC
5548 W Fullerton Ave
Sign
Reboyras (30) O2012-6289
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35666]

WLS Television, Inc.
190 N State St
Booth
Reilly (42) O2012-7042
Referred [C.J.p. 36088] Transportation

World communications
3616 W Irving Park Rd
Sign
Mell (33) O2012-6257
Referred [C.J.p. 33593] Transportation
Passed [C.J.p. 35667]

World Gym
909 W Montrose Ave
Sign
Cappleman (46) O2012-6156
Referred [C.J.p. 33616] Transportation
Passed [C.J.p. 35667]

Y and O Sheffield LLC
3140 N Sheffield Ave
Grease separator
Tunney (44) O2012-6128
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35668]

PUBLIC WAY USAGE

Grants of Privilege

Young's Restaurant
3949 N Ashland Ave
Sign
Pawar (47) O2012-6206
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35669]

Your Pet's Wellness
2319 N Damen Ave
Sign
Waguespack (32) O2012-6339
Referred [C.J.p. 33591] Transportation
Passed [C.J.p. 35670]

Zahedi, Ali
1213 W Erie St
Fire escape
Burnett (27) O2012-6281
Referred [C.J.p. 33584] Transportation
Passed [C.J.p. 35670]

Zechman Supply
430 N Damen Ave
Sign
Burnett (27) O2012-6901
Referred [C.J.p. 36070] Transportation

Zed 451
739 N Clark St
Grease trap
Reilly (42) O2012-6176
Referred [C.J.p. 33608] Transportation
Passed [C.J.p. 35671]

Zen Wine and Spirits
1803 W North Ave
Sign
Moreno (1) O2012-5900
Referred [C.J.p. 33551] Transportation
Passed [C.J.p. 35672]

Zhou B Cafe
1029 W 35th St
Banner
Balcer (11) O2012-6078
Referred [C.J.p. 33567] Transportation
Passed [C.J.p. 35673]

PUBLIC WAY USAGE

Grants of Privilege

Zneimer and Zneimer, P.C.
4141 N Western Ave
Sign
Pawar (47) O2012-6209
Referred [C.J.p. 33618] Transportation
Passed [C.J.p. 35673]

Zrodlo Books and Gifts, Inc.
5517 W Belmont Ave
Sign
Reboyras (30) O2012-6290
Referred [C.J.p. 33588] Transportation
Passed [C.J.p. 35674]

Sidewalk Cafés

Antique Taco
Amend
Moreno (1) O2012-5965
Referred [C.J.p. 33551] Transportation
Passed [C.J.p. 35766]

Artist's Snack Shop
Amend
Fioretti (2) O2012-5954
Referred [C.J.p. 33556] Transportation
Passed [C.J.p. 35765]

Blue Agave
1050 N State St
Reilly (42) O2012-5792
Referred [C.J.p. 33609] Transportation
Passed [C.J.p. 35756]

Blue Agave Tequila Bar and Restaurant
579 W Kinzie St
Reilly (42) O2012-5794
Referred [C.J.p. 33609] Transportation
Passed [C.J.p. 35757]

Crosby's Kitchen
3455-3457 N Southport Ave
Tunney (44) O2012-5647
Referred [C.J.p. 33615] Transportation
Passed [C.J.p. 35759]

PUBLIC WAY USAGE

Sidewalk Cafés

Fat Pour
2005-2007 W Division St
Moreno (1) O2012-5797
Referred [C.J.p. 33551] Transportation
Passed [C.J.p. 35759]

Garden Grill Inn
3129 W Armitage Ave
Colón (35) O2012-5645
Referred [C.J.p. 33596] Transportation
Passed [C.J.p. 35760]

Kroll's South Loop
1736 S Michigan Ave
Fioretti (2) O2012-5800
Referred [C.J.p. 33556] Transportation
Passed [C.J.p. 35761]

Noodles and Company
180 N Michigan Ave
Reilly (42) O2012-5811
Referred [C.J.p. 33609] Transportation
Passed [C.J.p. 35762]

South Coast
1700 S Michigan Ave
Fioretti (2) O2012-5816
Referred [C.J.p. 33556] Transportation
Passed [C.J.p. 35763]

Sunny Side Up
42 E Superior St
Reilly (42) O2012-5820
Referred [C.J.p. 33609] Transportation
Passed [C.J.p. 35764]

Taxicab Stands

163-199 E Walton Dr
Repeal
Reilly (42) O2012-6677
Referred [C.J.p. 36090] Transportation

REPORTS

Quarterly

City Comptroller
Period of March 31, 2012 - June 30, 2012
Mendoza (Clerk) F2012-64
Filed [C.J.p. 33715]

SIGNS/SIGNBOARDS

All American Sign Co.
1101 S Canal St
Fioretti (2) Or2012-601
Referred [C.J.p. 36048] Zoning

All American Sign Co.
1101 S Canal St
Fioretti (2) Or2012-497
Referred [C.J.p. 33557] Zoning
Passed [C.J.p. 35936]

All American Sign Co.
1101 S Canal St
Fioretti (2) Or2012-498
Referred [C.J.p. 33557] Zoning
Passed [C.J.p. 35937]

All American Sign Co.
S Kedzie Ave, at W 26th St
Cardenas (12) Or2012-572
Passed [C.J.p. 35942]
Direct Introduction Zoning

American Public Art
3400 W Montrose Ave
Mell (33) Or2012-479
Referred [C.J.p. 33594] Zoning
Passed

Awning USA
2529 N Milwaukee Ave
Colón (35) Or2012-597
Referred [C.J.p. 36078] Zoning

Chesterfield Awning Co.
4757 N Talman Ave
Pawar (47) Or2012-495
Referred [C.J.p. 33619] Zoning
Passed [C.J.p. 35947]

Doyle Signs, Inc.
3302 W Belmont Ave
Colón (35) Or2012-596
Referred [C.J.p. 36078] Zoning

Grate Sign
4044 S Halsted St
Balcer (11) Or2012-594
Referred [C.J.p. 36056] Zoning

SIGNS/SIGNBOARDS

Icon Identity Solutions
3450 W 26th St
Munoz (22) Or2012-598
Referred [C.J.p. 36064] Zoning
Lamar Advertising
2701 N Halsted St
Smith (43) Or2012-612
Referred [C.J.p. 36093] Zoning
Landmark Sign Group
5596 N Northwest Hwy
Arena (45) Or2012-484
Referred [C.J.p. 33616] Zoning
Passed [C.J.p. 35944]
Landmark Sign Group
5596 N Northwest Hwy
Arena (45) Or2012-511
Referred [C.J.p. 33616] Zoning
Passed [C.J.p. 35945]
Liberty Flags, Banners, Flagpoles, Inc.
209-217 E 71st St
Sawyer (6) Or2012-605
Referred Zoning
Liberty Flags, Banners, Flagpoles, Inc.
1735-1739 W 79th St
Brookins (21) Or2012-588
Referred [C.J.p. 36061] Zoning
Liberty Flags, Banners, Flagpoles, Inc.
8109 S Ashland Ave
Brookins (21) Or2012-512
Referred [C.J.p. 33578] Zoning
Passed [C.J.p. 35935]
Liberty Flags, Banners, Flagpoles, Inc.
7903 S Luella Ave
Jackson (7) Or2012-591
Referred [C.J.p. 36053] Zoning
Liberty Flags, Banners, Flagpoles, Inc.
7131 S Yates Ave
Jackson (7) Or2012-589
Referred Zoning

SIGNS/SIGNBOARDS

Lincoln Services
2131 S Archer Ave
Solis (25) Or2012-570
Passed [C.J.p. 36066]
Direct Introduction Zoning
Lincoln Services, Inc.
850 W Belmont Ave
Tunney (44) Or2012-514
Referred [C.J.p. 33616] Zoning
Passed [C.J.p. 35936]
Modern Signs, Inc.
6103 N Lincoln Ave
Silverstein (50) Or2012-496
Referred [C.J.p. 33623] Zoning
Passed [C.J.p. 35943]
Modern Signs, Inc.
6103 N Lincoln Ave
Silverstein (50) Or2012-587
Referred [C.J.p. 36098] Zoning
Neon Prism Electric Sign Co., Inc.
5435 N Harlem Ave
O'Connor (41) Or2012-481
Referred [C.J.p. 33601] Zoning
Passed [C.J.p. 35942]
Neon Prism Electric Sign Co., Inc.
5401 S Wentworth Ave
Dowell (3) Or2012-486
Referred [C.J.p. 33559] Zoning
Passed [C.J.p. 35948]
NSI Signs
2550 W Madison St
Fioretti (2) SO2012-5677
Referred [C.J.p. 33556] Zoning
Passed [C.J.p. 35943]
Olympic Signs, Inc.
3931 N Harlem Ave
Cullerton (38) Or2012-483
Referred [C.J.p. 33599] Zoning
Passed [C.J.p. 35942]

SIGNS/SIGNBOARDS

Olympic Signs, Inc.
8145 S Pulaski Rd
Lane (18) Or2012-515
Referred [C.J.p. 33574] Zoning
Passed [C.J.p. 35946]

Olympic Signs, Inc.
8145 S Pulaski Rd
Lane (18) Or2012-516
Referred [C.J.p. 33574] Zoning
Passed [C.J.p. 35946]

Olympic Signs, Inc.
8145 S Pulaski Rd
Lane (18) Or2012-517
Referred [C.J.p. 33574] Zoning
Passed [C.J.p. 35946]

Olympic Signs, Inc.
530 N Wabash Ave
Reilly (42) Or2012-620
Referred [C.J.p. 36090] Zoning

Olympic Signs, Inc.
530 N Wabash Ave
Reilly (42) Or2012-613
Referred [C.J.p. 36090] Zoning

Olympic Signs, Inc.
530 N Wabash Ave
Reilly (42) Or2012-614
Referred [C.J.p. 36090] Zoning

Ozko Sign and Lighting Co.
2100 W Fullerton Ave
Waguespack (32) Or2012-477
Referred [C.J.p. 33592] Zoning
Passed [C.J.p. 35941]

Ozko Sign and Lighting Co.
2100 W Fullerton Ave
Waguespack (32) Or2012-478
Referred [C.J.p. 33592] Zoning
Passed [C.J.p. 35941]

Parvin Class Sign Co.
1002 W Diversey Pkwy
Tunney (44) Or2012-513
Referred [C.J.p. 33616] Zoning
Passed [C.J.p. 35940]

SIGNS/SIGNBOARDS

Parvin-Clauss Sign Co.
2630 W Bradley Pl
Pawar (47) Or2012-595
Referred [C.J.p. 36097] Zoning

Sign Co./Kieffer Sign Co.
150 N Dearborn St
Reilly (42) Or2012-487
Referred [C.J.p. 33610] Zoning
Passed [C.J.p. 35938]

Sign Co./Kieffer Sign Co.
150 N Dearborn St
Reilly (42) Or2012-488
Referred [C.J.p. 33609] Zoning
Passed [C.J.p. 35938]

Sign Co./Kieffer Sign Co.
150 N Dearborn St
Reilly (42) Or2012-518
Referred [C.J.p. 33610] Zoning
Passed [C.J.p. 35939]

Sign Co./Kieffer Sign Co.
150 N Dearborn St
Reilly (42) Or2012-519
Referred [C.J.p. 33610] Zoning
Passed [C.J.p. 35940]

Sign Co./Kieffer Sign Co.
150 N Dearborn St
Reilly (42) Or2012-520
Referred [C.J.p. 33609] Zoning
Passed [C.J.p. 35939]

Signco, Inc.
5129 W Belmont Ave
Reboyras (30) Or2012-606
Referred [C.J.p. 36072] Zoning

Signco, Inc.
5129 W Belmont Ave
Suarez (31) Or2012-600
Referred [C.J.p. 36073] Zoning

Signco, Inc.
8500 S Holland Rd
Brookins (21) Or2012-590
Referred [C.J.p. 36061] Zoning

SIGNS/SIGNBOARDS

Signco, Inc.
8500 S Holland Rd
Brookins (21) Or2012-592
Referred [C.J.p. 36061] Zoning

Signco, Inc.
8500 S Holland Rd
Brookins (21) Or2012-593
Referred [C.J.p. 36061] Zoning

Signco, Inc.
3120 N Pulaski Rd
Suarez (31) Or2012-599
Referred [C.J.p. 36073] Zoning

South Water Signs
1110 W 35th St
Balcer (11) Or2012-475
Referred [C.J.p. 33568] Zoning
Passed [C.J.p. 35948]

South Water Signs
1420 W 47th St
Dowell (3) Or2012-485
Referred [C.J.p. 33562] Zoning
Passed [C.J.p. 35949]

South Water Signs LLC
Chicago O'Hare International Airport (ORD)
O'Connor (41) Or2012-521
Referred [C.J.p. 33601] Zoning
Passed [C.J.p. 35937]

South Water Signs LLC
Chicago O'Hare International Airport
O'Connor (41) Or2012-522
Referred [C.J.p. 33601] Zoning
Passed [C.J.p. 35938]

South Water Signs LLC
10000 W Ohare St
O'Connor (41) Or2012-523
Referred [C.J.p. 33601] Zoning
Passed [C.J.p. 35945]

South Water Signs LLC
11555 W Touhy Ave
O'Connor (41) Or2012-524
Referred [C.J.p. 33601] Zoning
Passed [C.J.p. 35947]

SIGNS/SIGNBOARDS

White Way Sign
300 N Elizabeth St
Burnett (27) Or2012-607
Referred [C.J.p. 36070] Zoning

White Way Sign
300 N Elizabeth St
Burnett (27) Or2012-608
Referred [C.J.p. 36070] Zoning

SPECIAL EVENTS

Issuance

Faith Tabernacle No. 1
7424 S Drexel Ave
Sawyer (6) O2012-5670
Referred [C.J.p. 33624] Finance
Failed to Pass [C.J.p. 34873]

SPECIAL SERVICE AREAS

S.S.A. No. 4 (95th/Beverly)

Tax levy, annual budget and 2013 service provider agreement
Emanuel (Mayor) O2012-6014
Referred [C.J.p. 32123] Finance
Passed [C.J.p. 33917]

S.S.A. No. 7 (Kedzie Industrial Park)

Tax levy, annual budget and 2013 service provider agreement
Emanuel (Mayor) O2012-6678
Referred [C.J.p. 33711] Finance

S.S.A. No. 8 (Greater Lakeview East)

Tax levy, annual budget and 2013 service provider agreement
Emanuel (Mayor) O2012-6682
Referred [C.J.p. 33711] Finance

S.S.A. No. 10 (Back of the Yards)

Tax levy, annual budget and 2013 service provider agreement
Emanuel (Mayor) O2012-6686
Referred [C.J.p. 33711] Finance

S.S.A. No. 14 (Marquette Park)

Tax levy, annual budget and 2013 service provider agreement
Emanuel (Mayor) O2012-6692
Referred [C.J.p. 33711] Finance

SPECIAL SERVICE AREAS

S.S.A. No. 17 (Central Lake View)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6701

Referred [C.J.p. 33711] Finance

S.S.A. No. 18 (North Halsted Street)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6763

Referred [C.J.p. 33711] Finance

S.S.A. No. 19 (Howard Street)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6049

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 33996]

S.S.A. No. 20 (South Western Avenue)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6767

Referred [C.J.p. 33711] Finance

S.S.A. No. 21 (Lincoln Square)

Tax levy, annual budget and 2012 service provider agreement

Emanuel (Mayor) O2012-6794

Referred [C.J.p. 33711] Finance

S.S.A. No. 23 (Clark Street-Lincoln Park)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6837

Referred [C.J.p. 33711] Finance

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6069

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 34076]

S.S.A. No. 24 (Clark Street-Rogers Park)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6100

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 34155]

SPECIAL SERVICE AREAS

S.S.A. No. 27 (Lake View)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6806

Referred [C.J.p. 33711] Finance

S.S.A. No. 28 (Six Corners)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6816

Referred [C.J.p. 33711] Finance

S.S.A. No. 33 (Wicker Park/Bucktown)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6114

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 34236]

S.S.A. No. 35 (Lincoln Avenue)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6397

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 34337]

S.S.A. No. 44 (103rd Street-Beverly)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6399

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 34415]

S.S.A. No. 48 (Old Town)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6401

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 34493]

S.S.A. No. 54 (Sheridan Road)

Tax levy, annual budget and 2013 service provider agreement

Emanuel (Mayor) O2012-6404

Referred [C.J.p. 32123] Finance

Passed [C.J.p. 34573]

STREETS

Honorary Designations

"CPL. Conner Lowry Way"

W 103rd St, at S Maplewood Ave

O'Shea (19) O2012-5624

Referred [C.J.p. 33575] Transportation

Passed [C.J.p. 35858]

"Dominic DiFrisco Way"

N Astor St, at W Schiller St

Smith (43) O2012-6616

Referred [C.J.p. 36092] Transportation

"Dr. Timuel D. Black Way"

S Drexel Ave, from E 49th St to E 50th St

Burns (4) O2012-5638

Re-Referred [C.J.p. 35860] Transportation

"Father Daniel Mallette Way"

W 99th St, at S Beverly Ave

Brookins (21) O2012-5627

Referred [C.J.p. 33578] Transportation

Passed [C.J.p. 35858]

"Frank Earullo Jr. Place"

3400-3500 S Lawndale Ave

Munoz (22) O2012-6592

Referred [C.J.p. 36063] Transportation

"George Kyros Way"

E 63rd St, at S Cottage Grove Ave

Cochran (20) O2012-5626

Referred [C.J.p. 33577] Transportation

Passed [C.J.p. 35858]

"Honorary Gus Kabrales Way"

5200-5300 W North Ave

Mitts (37) O2012-5637

Referred [C.J.p. 33598] Transportation

Passed [C.J.p. 35857]

"Honorary Phyllis D. Smith Way"

6700 N Olympia Ave

O'Connor (41) O2012-6572

Referred [C.J.p. 36082] Transportation

"Kyiv-Chicago Sister Cities"

2600-2799 W Chicago Ave

Maldonado (26) O2012-6605

Referred [C.J.p. 36068] Transportation

STREETS

Honorary Designations

"Mary Helen Davis Way"

9700-9800 S Vincennes Ave

Brookins (21) O2012-6590

Referred [C.J.p. 36060] Transportation

"Pastor O'Donnell Drive"

W 103rd St, at S Wood St

O'Shea (19) O2012-5625

Referred [C.J.p. 33575] Transportation

Passed [C.J.p. 35859]

"Ronald J. Seehoffer Way"

6200 S Nashville Ave

Quinn (13) O2012-5630

Referred [C.J.p. 33570] Transportation

Passed [C.J.p. 35859]

"Senator Howard B. Brookins, Sr. Way"

9300-9500 S Ashland Ave

Brookins (21) O2012-5628

Referred [C.J.p. 33578] Transportation

Passed [C.J.p. 35857]

"Vincente Fernandez Way"

2800-3199 W 26th St

Cardenas (12) O2012-5650

Referred [C.J.p. 33569] Transportation

Passed [C.J.p. 35857]

Vacations

5335-5459 S Normal Ave, 5340-5458 S Normal Ave, 500-514 W 54th St and various additional addresses

Dowell (3) O2012-5642

Referred [C.J.p. 33559] Transportation

Passed [C.J.p. 35838]

Weight Limitations

S Normal Ave, from 74th St to 76th St

5 tons

Thomas (17) O2012-7070

Referred Pedestrian and Traffic Safety

S Parnell Ave, from 74th St to 76th St

5 tons

Thomas (17) O2012-7072

Referred Pedestrian and Traffic Safety

TAG DAYS

Gordon Tech High School October 13-14, 2012
Burke (14) Or2012-634
Direct Introduction Finance
Passed [C.J.p. 34872]

Salvation Army Metropolitan Division, The November 16 thru December 24, 2012
Burke (14) Or2012-634
Direct Introduction Finance
Passed [C.J.p. 34872]

TAX INCENTIVES

Class 6(b)

Apollo Plastics Corp.
5353 N Elston Ave
Arena (45) R2012-910
Referred [C.J.p. 36095] Economic

TAX INCREMENT FINANCING DISTRICTS

53rd Street T.I.F.

Amendment of eligibility study, redevelopment plan and project
Emanuel (Mayor) O2012-5616
Referred [C.J.p. 32125] Finance
Passed

Pulaski Industrial Corridor T.I.F.

Amendment No. 1 to redevelopment plan and project
Emanuel (Mayor) O2012-5617
Referred [C.J.p. 32125] Finance
Passed [C.J.p. 33746]

Amendment to TIF Works program
Tax Increment Financial assistance to reimburse certain eligible costs of training, retraining and upgrading skills of employees of qualifid businesses
Emanuel (Mayor) O2012-6566
Referred [C.J.p. 33710] Finance

TRAFFIC

Direction

One-Way

W Kinzie St, from N Ogden Ave to N Elizabeth St
Amend
Burnett (27) O2012-6684
Referred [C.J.p. 36040] Pedestrian and Traffic Safety

TRAFFIC

Direction

One-Way

7800-7900 S Sawyer Ave
Lane (18) O2012-4934
Referred [C.J.p. 30653] Pedestrian and Traffic Safety
Passed [C.J.p. 35393] SO2012-6556

S Springfield Ave, from W Monroe St to W Madison St
Ervin (28) O2012-5141
Referred [C.J.p. 31989] Pedestrian and Traffic Safety
Passed [C.J.p. 35393] SO2012-6556

Two-Way

S Massasoit Ave, at S Archer Ave
Zalewski (23) O2012-6403
Referred [C.J.p. 33507] Pedestrian and Traffic Safety
Passed [C.J.p. 35393] SO2012-6556

Signs

N Aberdeen St, 400 block
Burnett (27) O2012-7091
Referred [C.J.p. 36040] Pedestrian and Traffic Safety

8800 S Crandon Ave
Stop
Harris (8) Or2012-332
Referred [C.J.p. 29161] Pedestrian and Traffic Safety
Passed [C.J.p. 35411] SOr2012-586

7400 S Ingleside Ave
Stop
Harris (8) Or2012-333
Referred [C.J.p. 29161] Pedestrian and Traffic Safety
Passed [C.J.p. 35411] SOr2012-586

S Springfield Ave, at W 16th St
All-Way Stop
Chandler (24) Or2012-144
Referred [C.J.p. 23349] Pedestrian and Traffic Safety
Passed [C.J.p. 35412] SOr2012-586

TRAFFIC

Signs

S Wallace St, and W 42nd St

All-Way Stop

Balcer (11) Or2012-315

Referred [C.J.p. 29161] Pedestrian and Traffic Safety

Passed [C.J.p. 35411] SOr2012-586

"No Parking"

S Marshfield Ave, at W 18th St

Solis (25) O2012-5075

Referred [C.J.p. 32002] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2012-6560

15 Minute Standing Zone Only

S Sacramento Ave, At W. 61st St

Thompson (16) O2012-3493

Referred [C.J.p. 27810] Pedestrian and Traffic Safety

Passed [C.J.p. 35389] SO2012-6561

All-Way Stop

W 64th St, at S Claremont Ave

Foulkes (15) Or2012-604

Referred [C.J.p. 36039] Pedestrian and Traffic Safety

All-Way Stop

W Cullom Ave, at N Mason Ave

Cullerton (38) Or2012-376

Referred [C.J.p. 30676] Pedestrian and Traffic Safety

Passed [C.J.p. 35412] SOr2012-586

All-Way Stop

N Damen Ave, and W Carroll Ave

Burnett (27) Or2012-616

Referred [C.J.p. 36039] Pedestrian and Traffic Safety

All-Way Stop

N Francisco Ave, at W Coyle Ave

Silverstein (50) Or2012-428

Referred [C.J.p. 32011] Pedestrian and Traffic Safety

Passed [C.J.p. 35412] SOr2012-586

TRAFFIC

Signs

All-Way Stop

1100 N Larrabee St

Burnett (27) Or2012-242

Referred [C.J.p. 25286] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35416] SO2012-6563

All-Way Stop

N Racine Ave, and W Kinzie St

Burnett (27) Or2012-615

Referred Pedestrian and Traffic Safety

No Parking 9 A.M. - 4 P.M. Monday thru Friday

N Natchez Ave, at W Grand Ave

Solis (25) O2012-5164

Referred [C.J.p. 32012] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2012-6560

No Parking Any Time-Tow Zone

W North Ave, and S Western Ave

Moreno (1) Or2012-221

Referred [C.J.p. 25288] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2012-6560

No Parking Loading Zone

120 N Halsted St

Burnett (27) Or2012-387

Referred [C.J.p. 30677] Pedestrian and Traffic Safety

Passed [C.J.p. 35389] SO2012-6561

No Parking Tow Zone

3401 W Devon Ave

Silverstein (50) Or2012-424

Referred [C.J.p. 32013] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2012-6560

No Parking Tow Zone

N North Branch St, at W Division St

Waguespack (32) O2012-3394

Referred [C.J.p. 27808] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2012-6560

TRAFFIC

Signs

No Parking Zone

N Seminary Ave

Waguespack (32) O2012-5038

Referred [C.J.p. 32012] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35416] SO2012-6563

Residential Permit Parking Zone

S Lafayette Ave, 8000 block

Thomas (17) Or2012-435

Referred [C.J.p. 32014] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35416] SO2012-6563

Stop

W 89th St, at S Lowe Ave

Brookins (21) Or2012-438

Referred [C.J.p. 32011] Pedestrian and Traffic Safety

Passed [C.J.p. 35411] SOr2012-586

Stop

8759 S Emerald Ave

Brookins (21) Or2012-291

Referred [C.J.p. 27809] Pedestrian and Traffic Safety

Passed [C.J.p. 35411] SOr2012-586

Stop

W Garfield Blvd, at S Western Ave

Thompson (16) O2012-2273

Referred [C.J.p. 25287] Pedestrian and Traffic Safety

Passed [C.J.p. 35412] SOr2012-586

Stop

N Odell Ave, and W Ibsen Ave

O'Connor (41) Or2012-381

Referred [C.J.p. 30676] Pedestrian and Traffic Safety

Passed [C.J.p. 35412] SOr2012-586

Stop

W Webster Ave, and N Sedgwick St

Smith (43) Or2012-580

Referred Pedestrian and Traffic Safety

TRAFFIC

Signs

Two-Way

1200 W Kinzie St

Amend

Burnett (27) Or2012-618

Referred [C.J.p. 36039] Pedestrian and Traffic Safety

Two-Way Stop

S Artesian Ave, at W 108th St

O'Shea (19) Or2012-433

Referred [C.J.p. 32010] Pedestrian and Traffic Safety

Passed [C.J.p. 35411] SOr2012-586

Two-Way Stop

W Cornelia Ave, at N Oketo Ave

Sposato (36) O2012-5167

Referred [C.J.p. 32010] Pedestrian and Traffic Safety

Passed [C.J.p. 35412] SOr2012-586

Two-Way Stop

W Everell Ave, at N Oriole Ave

O'Connor (41) Or2012-603

Referred [C.J.p. 36039] Pedestrian and Traffic Safety

Two-Way Stop

W Hortense Ave, at N Oriole Ave

O'Connor (41) Or2012-602

Referred [C.J.p. 36039] Pedestrian and Traffic Safety

Two-Way Stop

N Kilbourn Ave, at N Ionia Ave

Laurino (39) Or2012-619

Referred [C.J.p. 36039] Pedestrian and Traffic Safety

TRIBUTES

Boyd, Herman R.

Laurino (39) R2012-962

Adopted [C.J.p. 35999]

Bramwell, Judy A.

Quinn (13) R2012-932

Adopted [C.J.p. 35970]

TRIBUTES

Esch, George
Burke (14) R2012-938
Adopted [C.J.p. 35974]

Fuller, Dorothy
Burke (14) R2012-937
Adopted [C.J.p. 35975]

Garber, Sheldon C.
Burke (14) R2012-939
Adopted [C.J.p. 35976]

Garcia, Anita
Quinn (13) R2012-933
Adopted [C.J.p. 35971]

Giorno, Mary E.
Laurino (39) R2012-963
Adopted [C.J.p. 36000]

Green, Lois A.
Harris (8) R2012-920
Adopted [C.J.p. 35957]

Jackson, Julia Diana
Harris (8) R2012-921
Adopted [C.J.p. 35958]

Jaroch, Michael J.
Quinn (13) R2012-934
Adopted [C.J.p. 35971]

Jones, Claude
Foulkes (15) R2012-947
Adopted [C.J.p. 35983]

McCalleb, Barbara
Foulkes (15) R2012-948
Adopted [C.J.p. 35984]

McGill, Ray
Harris (8) R2012-922
Adopted [C.J.p. 35959]

McMahon, (Milkman) Frank J.
Laurino (39) R2012-964
Adopted [C.J.p. 36001]

Moore, Donald
Burke (14) R2012-940
Adopted [C.J.p. 35976]

Mooshil, Joseph
Laurino (39) R2012-966
Adopted [C.J.p. 36002]

TRIBUTES

Murphy, Mary P.
Laurino (39) R2012-965
Adopted [C.J.p. 36002]

Reyes, (Miggie) Nydia E.
Laurino (39) R2012-967
Adopted [C.J.p. 36003]

Schiff, Harold
Burke (14) R2012-944
Adopted [C.J.p. 35977]

Stanger, Florence C.
Quinn (13) R2012-935
Adopted [C.J.p. 35972]

Taylor, Mary Catherine
Burke (14) R2012-941
Adopted [C.J.p. 35978]

Terzich, Barbara J.
Burke (14) R2012-942
Adopted [C.J.p. 35979]

Train, Russell
Burke (14) R2012-943
Adopted [C.J.p. 35980]

Wotowic, Mary Frances
Laurino (39) R2012-968
Adopted [C.J.p. 36004]

UNITED STATES GOVT.

Expression of support for Governor Pat Quinn's effort to ban assault weapons and large ammunition magazines and Illinois State Legislature, Illinois Senate and United States Congress urged to ban such weapons
Pawar (47) R2012-975
Adopted [C.J.p. 36012]

ZONING RECLASSIFICATIONS

Map No. 1-F

773 LLC
564 W Randolph St
App No. 17587, DX7 to DS5
Mendoza (Clerk) O2012-6543
Referred [C.J.p. 33719] Zoning

ZONING RECLASSIFICATIONS

Map No. 1-G

May Street LLC

216 N May St

App. No. 17445, C1-1 to C1-3

Mendoza (Clerk) O2012-1320

Referred [C.J.p. 21249] Zoning

Passed [C.J.p. 35883]

Map No. 1-L

413-415 N Kedzie Ave

B3-2 to C1-2

Burnett (27) O2012-2492

Referred [C.J.p. 25293] Zoning

Passed [C.J.p. 35883]

419 N Kedzie Ave

B3-2 to C1-2

Burnett (27) O2012-2484

Referred [C.J.p. 25293] Zoning

Passed [C.J.p. 35884]

Map No. 2-F

Mid City Plaza LLC

723-741 W Madison St, 1-41 S Halsted St, 760-778 W Monroe Ave

App No.17243, DX7 to DX10 then to RBPD

Del Valle (Clerk) SO2011-2296

Referred [C.J.p. 114378] Zoning

Passed [C.J.p. 35884]

Map No. 3-G

M.B. Builders and Developers, Inc.

859 N Ashland Ave

App No. 17590, B1-2 to B1-3

Mendoza (Clerk) O2012-6551

Referred [C.J.p. 33718] Zoning

Ostrovsky, Neal Ian

1551 W Chestnut St

App No. 17584, B1-2 to B3-2

Mendoza (Clerk) O2012-6540

Referred [C.J.p. 33718] Zoning

ZONING RECLASSIFICATIONS

Map No. 3-H

Golin Family Trust

1368 N Milwaukee Ave

App No. 17582, B1-2 to C1-2

Mendoza (Clerk) O2012-6538

Referred [C.J.p. 33717] Zoning

Map No. 3-J

3449-3455 W North LLC

3449 W North Ave

App No. 17529, B3-1 to B2-2

Mendoza (Clerk) O2012-4966

Referred [C.J.p. 30785] Zoning

Passed [C.J.p. 35910]

Map No. 4-F

Base Sixteen LLC

1600 S Jefferson St

App No. 17526, M2-3 to B2-3

Mendoza (Clerk) SO2012-4417

Referred [C.J.p. 29257] Zoning

Passed [C.J.p. 35910]

Map No. 4-H

Kelley, Michael

1701 W 21st St

App No. 17554, B3-2 to B2-3

Mendoza (Clerk) O2012-4979

Referred [C.J.p. 30782] Zoning

Passed [C.J.p. 35911]

Map No. 5-F

A New Leaf, Inc.

1816-1820 N Wells St

App No. 17541, B1-3 to B3-2

Mendoza (Clerk) SO2012-4978

Referred [C.J.p. 30779] Zoning

Passed [C.J.p. 35911]

Map No. 5-H

1744-1794 N Milwaukee Ave

RBPD No. 975 to B1-1

Moreno (1) O2012-6646

Referred [C.J.p. 36042] Zoning

ZONING RECLASSIFICATIONS

Map No. 5-H

1701-1799 N Winnebago Ave

RBPD No. 975 to TR4

Moreno (1) O2012-6641

Referred Zoning

Costa, Charles

1930 N Winchester Ave

App No. 17532, RS3 to RT3.5

Mendoza (Clerk) O2012-4969

Referred [C.J.p. 30781] Zoning

Passed [C.J.p. 35912]

Map No. 5-I

Chicago Title Land Trust No. 11539001

2901-2917 W Shakespeare Ave

App No. 17534, RT4 to B2-3

Mendoza (Clerk) O2012-4971

Referred [C.J.p. 30780] Zoning

Passed [C.J.p. 35912]

Cortland and Western LLC c/o Law Offices of Samuel VP Banks

2400-2416 W Cortland St, 1900-1910 N Western Ave

App No. 17547, RS3 to RT4 then to B2-2

Mendoza (Clerk) O2012-4959

Referred [C.J.p. 30781] Zoning

Passed [C.J.p. 35913]

Map No. 6-G

Kasper Development Ltd.

2749-2751 S Hillock Ave

App No. 17544, RS3 to RT4

Mendoza (Clerk) O2012-4956

Referred [C.J.p. 30782] Zoning

Passed [C.J.p. 35913]

Tam, Henry

2841 S Archer Ave

App No. 17549, RS1 to B3-2

Mendoza (Clerk) O2012-4961

Referred [C.J.p. 30784] Zoning

Passed [C.J.p. 35914]

ZONING RECLASSIFICATIONS

Map No. 7-G

W Diversey Ave, at N Lakewood Ave

RPD No. 1068 to RM4.5

Waguespack (32) SO2012-3781

Referred [C.J.p. 29165] Zoning

Passed [C.J.p. 35914]

Map No. 7-H

Dolyva Development LLC

2207 W Belmont Ave

App No. 17545, C1-1 to B2-2

Mendoza (Clerk) O2012-4957

Referred [C.J.p. 30781] Zoning

Passed [C.J.p. 35922]

Map No. 7-I

2737 W Diversey Limited Partnership

2737 W Diversey Ave, 2756-2758 N Fairfield Ave

App No, 17589, RS3 to RT4 then to C1-1

Mendoza (Clerk) O2012-6545

Referred [C.J.p. 33719] Zoning

Yun, Mike

2919 N Elston Ave

App No. 17553, M1-2 to RT4

Mendoza (Clerk) O2012-4965

Referred [C.J.p. 30785] Zoning

Passed [C.J.p. 35923]

Map No. 8-E

3401-3427 S Michigan Ave, 3400-3440 S Indiana Ave, 123 E 34th St

RS3 to RM5

Dowell (3) O2012-6642

Referred [C.J.p. 36042] Zoning

Map No. 9-G

1543 W School St

RM4.5 to RT3.5

Tunney (44) O2012-5097

Referred [C.J.p. 32017] Zoning

Passed [C.J.p. 35924]

ZONING RECLASSIFICATIONS

Map No. 9-G

Breheny, Michael

3303-3305 N Sheffield Ave, 944-948 W School St

App No. 17531, B3-2 to B2-3

Mendoza (Clerk) O2012-4968

Referred [C.J.p. 30779] Zoning

Passed [C.J.p. 35923]

Map No. 9-H

Hoyne Development LLC c/o Law Offices of Samuel VP Banks

2101-2107 W Irving Park Rd, 3946-3958 N Hoyne Ave

App No. 17585, B1-1 to B2-2

Mendoza (Clerk) O2012-6541

Referred [C.J.p. 33717] Zoning

Map No. 11-K

RRG Development, Inc.

4117 N Kilpatrick Ave

App No. 17588, RPD No. 1039 to RM5 then to RPD No. 1039 as amended

Mendoza (Clerk) O2012-6544

Referred [C.J.p. 33718] Zoning

Map No. 11-L

4415-4423 N Milwaukee Ave

B1-1 to B3-1

Arena (45) SO2012-4518

Referred [C.J.p. 30680] Zoning

Passed [C.J.p. 35924]

Map No. 11-M

Tomaszewski, Inesa

6103 N Montrose Ave

App No. 17583, RS3 to B1-1

Mendoza (Clerk) O2012-6539

Referred [C.J.p. 33718] Zoning

Map No. 12-D

University of Chicago Property Holding Corp., formerly know as 53rd and Kimbark Building Corp.

1301-1309 E 53rd St, 5301-5323 S Kimbark Ave

App No. 17586, RT4 to B3-2

Mendoza (Clerk) O2012-6542

Referred [C.J.p. 33719] Zoning

ZONING RECLASSIFICATIONS

Map No. 12-F

W Garfield Blvd, at CTA Red Line - situated at center of Dan Ryan Expressway

B3-2 to TTD

Dowell (3) O2012-6644

Referred [C.J.p. 36042] Zoning

Map No. 12-J

4815 Archer LLC

4815-4819 S Archer Ave

App No. 17530, C1-1 to C2-1 then to C2-1

Mendoza (Clerk) O2012-4967

Referred [C.J.p. 30786] Zoning

Passed [C.J.p. 35925]

Map No. 13-L

Surface Solutions Group LLC

5201-5207 N Milwaukee Ave

App No. 17538, B3-1 to C1-1

Mendoza (Clerk) O2012-4975

Referred [C.J.p. 30784] Zoning

Passed [C.J.p. 35925]

Map No. 14-G

5904 S Emerald Ave, 739-743 W 59th St, 5901-5965 S Halsted and various additional addresses

C1-2 to B3-2 then to B2-2

Thompson (16) SO2012-5068

Referred [C.J.p. 32016] Zoning

Passed [C.J.p. 35926]

Map No. 14-N

A and SL Construction, Inc

5540-5558 S Narragansett Ave

App No. 17542, B3-1 to RS3

Mendoza (Clerk) O2012-4953

Referred [C.J.p. 30779] Zoning

Passed [C.J.p. 35926]

Map No. 16-I

EZPAWN Illinois, Inc.

6722-6736 S Western Ave

App No. 17581, B1-3 to B3-1

Mendoza (Clerk) O2012-6537

Referred [C.J.p. 33716] Zoning

ZONING RECLASSIFICATIONS

Map No. 17-G

Heartland Alliance International LLC

1331 W Albion Ave

App No. 17579, RS3 to B2-5

Mendoza (Clerk) O2012-6535

Referred [C.J.p. 33717] Zoning

Map No. 18-G

Gendell Partners 75th/Ashland LLC

7501-7559 S Ashland Ave, 1500-1534 W 76th St, 7500-7558 S Laflin St

App. No. 17444, M1-2 to B3-1 then to BPD

Mendoza (Clerk) SO2012-1313

Referred [C.J.p. 21249] Zoning

Passed [C.J.p. 35869]

Map No. 19-G

B-FLW LLC

7409-7415 N Sheridan Rd

App No. 17580, RT4 to B2-1

Mendoza (Clerk) O2012-6536

Referred [C.J.p. 33716] Zoning

MAM 7301 Sheridan LLC

7301 N Sheridan Rd

App No. 17591, RT4 to B3-2

Mendoza (Clerk) O2012-6552

Referred [C.J.p. 33717] Zoning

Map No. 22-B

Claretians, Inc.

9052-9056 S Brandon Ave, 3124-3134 E 91st St

App No. 17546, RS2 to B1-1

Mendoza (Clerk) O2012-4958

Referred [C.J.p. 30781] Zoning

Passed [C.J.p. 35927]

Map No. 22-C

9101 S Stony Island Ave

B3-2 to B1-2

Harris (8) O2012-5145

Referred [C.J.p. 32015] Zoning

Passed [C.J.p. 35927]

ZONING RECLASSIFICATIONS

Map No. 26-E

103rd St Building LLC

519-525 E 103rd St

App No. 17551, RS3 to B1-1

Mendoza (Clerk) O2012-4963

Referred [C.J.p. 30785] Zoning

Passed [C.J.p. 35928]

Map No. 28-E

11152-11160 S Michigan Ave

B3-1 to M1-1

Beale (9) SO2012-3037

Referred [C.J.p. 25292] Zoning

Passed [C.J.p. 35928]

11201-11204 S Michigan Ave

B1-3 to M1-1

Baicer (11) O2012-6648

Referred [C.J.p. 36042] Zoning

Napleton, Steve and Carol

5822-5826 N Western Ave

App No. 17536, C1-2 to B2-3

Mendoza (Clerk) O2012-4973

Referred [C.J.p. 30783] Zoning

Passed [C.J.p. 35868]