

COPY



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

Regular Meeting--Wednesday, May 25, 1988

at 10:00 A.M.

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

OFFICIAL RECORD.

EUGENE SAWYER
Acting Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone.

Absent -- Alderman Shaw.

Call To Order.

On Wednesday, May 25, 1988 at 11:25 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Eisendrath, Hansen, Levar, Osterman, Orr, Stone -- 36.

Quorum present.

Invocation.

The Reverend Stephen Thurston, New Covenant Missionary Baptist Church, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- MONTH OF MAY DECLARED ASIAN-AMERICAN
HERITAGE MONTH IN CHICAGO.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution declaring the month of May, 1988 Asian-American Heritage Month in Chicago.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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

Alderman Bloom then moved to *Adopt* said proposed resolution. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Asian-Americans have contributed to the history and culture of the United States for over a century; and

WHEREAS, Following the 1965 reforms that equalized the immigration laws for Asia and other non-European regions, Asians have come to America and the City of Chicago in ever-increasing numbers, becoming the nation's fastest-growing racial group; and

WHEREAS, From the first Asian-American pioneers that arrived in this country in the 19th century, Asian immigrants have experienced prejudice and discrimination, nevertheless they have persevered in their attempts to establish families, homes and productive communities; and

WHEREAS, Asian-Americans have distinguished themselves in virtually every area of professional and academic endeavor, contributing significantly to American business, art, government, medicine, and technology; and

WHEREAS, Asian-American communities, despite clear successes, continue to face pressing needs for housing, education, and jobs as well as encountering ongoing discrimination and language barriers in their efforts to become part of American society and communities; and

WHEREAS, Recognizing the growth, the potential and the lack of elected representation of Asian Chicagoans, the late Mayor Harold Washington reached out to involve and include the Asian community in the process of government by creating the first Mayoral Advisory Committee on Asian-American Affairs, the first Asian-American Liaison Office, and by making the first appointments of Asian-Americans as a departmental commissioner and members of key boards and commissions; now, therefore,

Be It Resolved, That the month of May, 1988, be and hereby is declared Asian- American Heritage month in Chicago; and

Be It Further Resolved, That all Chicagoans are encouraged to recognize the tremendous contributions of Asian-Americans and to rededicate themselves to the cause of equal rights and justice for all races, creeds and nationalities.

Referred -- APPOINTMENT OF MR. THOMAS J. ELZEY
AS BUDGET DIRECTOR.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Thomas J. Elzey as Budget Director of the City of Chicago.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MS. KARI MOE AS
COMMISSIONER OF GENERAL SERVICES.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Kari Moe as Commissioner of General Services.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENTS OF VARIOUS INDIVIDUALS
AS MEMBERS OF CHICAGO COMMISSION ON
WOMEN FOR TERM ENDING
DECEMBER 15, 1989.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on the Budget and Government Operations:*

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OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Chicago Commission on Women for a term expiring December 15, 1989:

Rosetta Daylie

Aida Giachello

Candace Gorman

Charlotte Newfeld

Lois Rosen

Bobbie Steele

Belen Cantiller

Your favorable consideration of these appointments will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENTS OF VARIOUS INDIVIDUALS AS
MEMBERS OF CHICAGO COMMISSION ON WOMEN
FOR TERM ENDING DECEMBER 15, 1990.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Chicago Commission on Women for a term expiring December 15, 1990:

Guadalupe Gouveia

Ertharin Cousin

Adrienne Levantio-Donoghue

Wynetta Frazier

Suzanne Purrington

Frances Skotzka

Juju Lien

Your favorable consideration of these appointments will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENTS OF VARIOUS INDIVIDUALS AS
MEMBERS OF CHICAGO COMMISSION ON WOMEN
FOR TERM ENDING DECEMBER 15, 1991.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

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LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Chicago Commission on Women for a term expiring December 15, 1991:

Susan Dunlap

Margarite Matyas

Bernice Miller

Vonda Gluck

Patricia Horne

Maurine Woodson

Mary Yu

Your favorable consideration of these appointments will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENTS OF MR. PAUL JENSEN, MR. JOHN C. AGRELA
AND MS. BARBARA JONES-GREEN AS MEMBERS OF
BUILDING BOARD OF APPEALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have reappointed Paul Jensen, John C. Agrela and Barbara Jones-Green as members of the Building Board of Appeals for terms expiring April 24, 1990.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MR. MICHAEL SEGAL AS MEMBER
OF COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have reappointed Michael Segal as a member of the Commercial District Development Commission for a term ending May 15, 1990.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. ROBERT BELCASTER AS
COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication,

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Robert Belcaster as a Commissioner of the Chicago Housing Authority for a term ending January 8, 1990.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF BISHOP ARTHUR BRAZIER AS
COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43),
Referred to the Committee on Housing:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Bishop Arthur Brazier as a Commissioner of the Chicago Housing Authority for a term ending January 8, 1992.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. MILTON DAVIS AS
COMMISSIONER OF CHICAGO HOUSING
AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43),
Referred to the Committee on Housing:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Milton Davis as a Commissioner of the Chicago Housing Authority for a term ending July 14, 1992.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. VINCE LANE AS
COMMISSIONER OF CHICAGO HOUSING
AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43),
Referred to the Committee on Housing:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Vince Lane as a Commissioner of the Chicago Housing Authority for a term ending January 8, 1993.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. HANDY LINDSEY AS
COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Housing.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Handy Lindsey as a Commissioner of the Chicago Housing Authority for a term ending July 14, 1991.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MS. RUTH ROTHSTEIN AS
COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Housing:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Ruth Rothstein as a Commissioner of the Chicago Housing Authority for a term ending January 8, 1991.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. CLARK BURRIS AS
MEMBER OF CHICAGO TRANSIT BOARD.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43),
Referred to the Committee on Local Transportation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Clark Burris as a member of the Chicago Transit Board to replace Walter Clark, for a term ending September 1, 1992.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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Placed On File -- APPOINTMENTS OF VARIOUS INDIVIDUALS AS
MEMBERS OF COMMISSION ON ANIMAL CARE
AND CONTROL.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication,
which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have made the following appointments to the
Commission on Animal Care and Control for a term of two years ending May 25, 1990:

Dr. Lonnie Edwards

Commander Frank Sautkus

Commissioner John Halpin

Dr. Mary Z. Prasuhn

Dr. Sanford R. Blum, D.V.M.

Dr. Mercedier C. de Freitas Goodwin, Ed.D.

Mr. Karlos Flores

Mr. Al Lerner

Mr. Robert Epstein

I hereby designate Dr. Mary Z. Prasuhn as Chairman of the Commission.

I submit this communication for your information.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 21
BY ESTABLISHING MAYOR'S ADVISORY COMMISSION
ON ASIAN-AMERICAN AFFAIRS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I transmit herewith a proposed ordinance amending Chapter 21 of the Municipal Code of Chicago to establish the Mayor's Advisory Commission on Asian-American Affairs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF LOAN DOCUMENTS WITH ETY,
INCORPORATED FOR PURCHASE OF CERTAIN
MACHINERY AND EQUIPMENT.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the execution of loan documents whereby \$75,000 in Community Development Block Grant funds will be loaned to ETY, Incorporated for the purchase of machinery and equipment to be located at 5976 North Northwest Highway, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF LOAN DOCUMENTS WITH INLAND
BROACHING & TOOL COMPANY FOR WORKING
CAPITAL AND REHABILITATION OF
SPECIFIED BUILDING.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the execution of loan documents whereby \$104,112 in Community Development Block Grant funds will be loaned to Inland Broaching & Tool Company for working capital and the rehabilitation of a building located at 5145 West Grand Avenue, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF LOAN DOCUMENTS WITH SEWING
MACHINE EXCHANGE, INCORPORATED FOR WORKING
CAPITAL AND REHABILITATION OF
SPECIFIED BUILDING.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the execution of loan documents whereby \$100,000 in Community Development Block Grant funds will be loaned to Sewing Machine Exchange, Inc. for working capital and the rehabilitation of a building located at 1840 South Michigan Avenue, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF LOAN AND SECURITY AGREEMENT WITH
THE NEIGHBORHOOD INSTITUTE TO PROVIDE WORKING
CAPITAL FOR INCUBATOR OPERATIONS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Acting Commissioner to enter into and execute a Loan and Security Agreement with The Neighborhood Institute pursuant to which the City will loan \$150,000 to The Neighborhood Institute to provide working capital for incubator operations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF LOAN AND SECURITY AGREEMENT
WITH MR. THOMAS E. LESKO TO PROVIDE FOR
PURCHASE OF NEW FACILITY FOR REB
STEEL EQUIPMENT CORPORATION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing the Acting Commissioner to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Thomas E. Lesko pursuant to which the City will loan \$350,000 to Thomas E. Lesko for the purchase of a new facility for REB Steel Equipment Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF LOAN AND SECURITY AGREEMENTS
WITH 2180 SOUTH RACINE PARTNERSHIP AND PREMIUM
PLASTICS, INCORPORATED RESPECTIVELY, TO
PROVIDE FOR PURCHASE OF NEW
FACILITY AND EXPANSION OF
PRESENT FACILITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute Loan and Security Agreements with the 2180 S. Racine Partnership and with Premium Plastics, Inc., pursuant to which the City will loan \$250,000 and \$100,000 respectively, for the purchase of a new facility for the 2180 S. Racine Partnership, and the expansion of Premium Plastic, Inc.'s present facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF PROJECT AGREEMENT WITH STATE
OF ILLINOIS TO PROVIDE FOR IMPROVEMENT OF
DAN RYAN EXPRESSWAY TRAFFIC
MANAGEMENT NETWORK
SYSTEM.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing the execution of a project agreement with the State of Illinois providing for the improvement of the Dan Ryan Expressway Traffic Management Network System.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF DEVELOPMENT/LOAN AGREEMENT
WITH PARK TOWER APARTMENTS, LIMITED, FOR
ACQUISITION AND CONSTRUCTION OF
CERTAIN RENTAL APARTMENTS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 25, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the execution of a Development/Loan Agreement whereby \$3,966,250 in Housing Development Grant funds will be loaned to Park Tower Apartments, Ltd. for the acquisition and construction of 155 rental apartments, 31 of which will be reserved for low to moderate income families.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AUTHORITY TO NEGOTIATE FOR PURCHASE OR OPTION
TO PURCHASE CERTAIN INDUSTRIAL PROPERTY FOR
USE BY DEPARTMENT OF SEWERS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 25, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing negotiations for the purchase or option to purchase industrial property located at 3340 S. Pulaski for use by the Department of Sewers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- PAYMENT OF CONDEMNATION AWARD FOR ACQUISITION
OF CERTAIN LAND FOR MIDWAY AIRPORT
IMPROVEMENT PROGRAM.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Lease*:

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OFFICE OF THE MAYOR
CITY OF CHICAGO

May 25, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance approving a condemnation award of \$1,870,000 for the acquisition of 8.07 acres of land for the Midway Airport Improvement Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- PROVISIONS FOR CONDUCT OF "1988 TASTE
OF CHICAGO" FESTIVAL.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 25, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Cultural Affairs, I transmit herewith an ordinance concerning certain aspects of the 1988 Taste of Chicago festival.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- DEVELOPMENT OF CHICAGO AFFORDABLE
HOUSING PROGRAM.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Housing and the members of the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 25, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the Chicago Affordable Housing Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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

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

Placed On File -- EXECUTIVE ORDER 88-1 DECLARING OFFICIAL
MOURNING PERIOD FOR LATE FORMER GOVERNOR
RICHARD B. OGILVIE.

A communication from Acting Mayor Eugene Sawyer, transmitting Executive Order 88-1 declaring a thirty day period of mourning for the late former Governor Richard B. Ogilvie, which was *Placed on File*.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF
APRIL, 1988.

Also, the City Clerk transmitted the following report received from Mr. Ronald D. Picur, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 13546 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on May 11, 1988, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 25, 1988, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on May 11, 1988, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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

(Continued on page 13547)

RECEIVED
1988 MAY 13 AM 10:12
WALTER S. KOZUBOWSKI
CITY CLERK
CHICAGO, ILLINOIS

PERSONAL SERVICES PAID BY VOUCHERS APRIL, 1988

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	P/H	APRIL 1988
Williams, Mezel Jr.	8616 S. Blackstone	Aviation	Dir of Pub Affairs	100	2,285.50	P/H	2,285.50
Fleischacker, Gilbert	3053 N. New England	Fire	Fireman	100	848.52	B/P	848.52
Formsett, Eddie	1139 S. Mozart	"	"	"	517.48	B/P	517.48
Johnson, Oliver	1441 N. Kildare	"	"	"	331.74	B/P	331.74
Krizka, Richard J.	13240 S. Avenue F	"	"	"	7,615.58	B/P	7,615.58
Mistivaco, Louis G.	9943 S. Campbell	"	"	"	848.52	B/P	848.52
Pilarski, William	4541 S. Springfield	"	"	"	7,682.89	B/P	7,682.89
Tarpinian Edward	5133 N. Natoma	"	"	"	8,197.05	B/P	8,197.05
Tebbins, George	2990 S. Archer	"	"	"	10,483.15	B/P	10,483.15
Claudio, Felicitia	2042 N. Tripp	Mayor's Ofc.	Staff Asst.	"	35,568.00	P/Y	1,482.00
Clewis, Richard	5140 W. Marwick	"	Adm. Asst.	"	42,444.00	P/Y	1,768.50
Dorsey, James R.	8048 S. Clyde	"	Staff Asst.	"	35,568.00	P/Y	1,482.00
Randall, Michelle	7319 S. Rhodes	"	Adm. Asst./	"	27,659.00	P/Y	3,879.15
Shavers, John	8356 S. Colfax	"	Staff Asst.	"	35,568.00	P/Y	1,482.00
Barnes, Pamela	5050 S. Lake Park	Police	Adm. Asst.	"	6.00	P/H	480.00
Littleton, John D.	1 West 125th Pl.	"	Policeman	"	19,005.88	B/P	19,005.88
Lynn, Terrence	3324 W. 115th St.	"	"	"	74,345.68	B/P	74,345.68

(Continued from page 13545)

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

Dr. Eung Man Cha--to classify as a Business (amended) District Planned Development instead of a Residential-Business Planned Development No. 361 District the area shown on Map No. 13-I bounded by

a line 123.41 feet north of West Ainslie Street; the alley next east of and parallel to North Kedzie Avenue; the alley next north of and parallel to West Lawrence Avenue; North Troy Street; West Lawrence Avenue; and North Kedzie Avenue.

Harold Dieters, c/o John J. Pikarski, Jr.--to classify as an R5 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 1-G bounded by

West Ancona Street; North Peoria Street; West Erie Street; a line 40 feet west of and parallel to North Peoria Street.

Liberty Temple Full Gospel Church, Incorporated--to classify as an Institutional Planned Development instead of a B1-1 Local Retail District the area shown on Map No. 20-H bounded by

West 79th Street; a line 395 feet east of South Oakley Avenue; West 79th Place; and South Oakley Avenue.

Robert Varsalona--to classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 5-K bounded by

a line 241 feet south of and parallel to West Fullerton Avenue; North Pulaski Road; the C.M. St. P. & P. Railroad right of way.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Also, claims against the City of Chicago, which were *Referred to the Committee on Claims and Liabilities*, filed by the following:

American Ambassador Cas. Co. and Jose H. Castaneda, Annkam Electric, Inc.,
Armstrong Carol A.;

Baedorf Caroline, Baldwin Gregory, Boisselle Evelyn S., Buckley John J.;

Castaneda Guadalupe, Centa Ann Russell, Cho Chan Soo, Churma Andrew;

De Leon Jacob, Dodd Aaron;

Economy Fire and Cas. Co. (2) Catalina Brau and Margaret R. Conaty, Eisenstein
Irving;

Gordon-Hay Louis;

Hayden Mamie B.;

Johnson J. Wayne;

Kazmierczak Jadwiga, Kirksey Lessie, Kohlendorfer Michael J.;

Lee Ann M., Ligman Stephen C., Lloyd Bernard, Loveman Mitchell W.;

MacCray Jerry L.;

Nizar Ali;

Pierre Raymond E., Plevritis James, Peoples Gas Light and Coke Co. (3);

Rauscher Francine M., Ryan Philip J.;

Safeway Ins. Co. and Debra Johnson, Sanders Earl, Sherman Julia, Sners Steve, State
Farm Ins. Co. (2) Aniruddha Bose and Shirley Smith, Stermer Helen F., Sublewski
Elizabeth L.;

Townes Roosevelt;

Vaccaro Pardo A., Vaughn Thomas N., Viking Ins. Co. of Wisconsin and David G.
Chrispell;

Waalder Margaret H., Williams Eliex J.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**PUBLIC HEARING AUTHORIZED CONCERNING CONTINUATION OF
SPECIAL ANNUAL SERVICES TAX WITHIN SPECIAL
SERVICE AREA NUMBER THREE.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a public hearing concerning the continuation of the levy of the special annual services tax within Special Service Area Number 3 in an area generally bounded by South Central Park Avenue, South Western Avenue, West 62nd Street and West 64th Street.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties.", Ill. Rev. Stat., Chapter 120, Section 1301 et seq., (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On August 10, 1983, the City Council of the City of Chicago adopted an ordinance proposing Special Service Area Number 3; and

WHEREAS, On October 31, 1983, the City Council of the City of Chicago adopted an ordinance creating said Special Service Area Number 3 (the "area"); and

WHEREAS, The ordinance creating Special Service Area Number 3 authorized the levy of a special annual services tax (the "services tax") on all taxable property within said area to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include but not be limited to recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, Said services tax has heretofore been levied in addition to and in excess of all other taxes levied and extended against all taxable property within Special Service Area Number 3 in an amount sufficient to provide revenues required for the furnishing of said special services; provided said services tax not exceed an annual rate of one and twenty-five one hundredths percent (1.25%) of the equalized assessed value of the taxable property within Special Service Area Number 3; and

WHEREAS, The term of the levy of said services tax within Special Service Area Number 3 consisted of five years; and

WHEREAS, The ordinance of October 31, 1983, provided for the establishment of a Commission to be responsible for implementing the services set forth herein; and

WHEREAS, The Chicago Southwest Business Growth Area Commission was appointed for said purposes; and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to authorized the continuation of the levy of the services tax within Special Service Area Number 3 for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal shopping district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area has and will continue to benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the levy of the services tax against said area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at _____ o'clock A.M., on the _____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois (the "hearing"), to consider authorizing the continuation of the levy of the services tax within Special Service Area Number 3, said area described in the notice set forth in Section 5 hereof (the "notice"). At the hearing there will be considered the levy of the services tax upon the taxable

property in Special Service Area Number 3 sufficient to produce revenues required to provide special services in the area. Said tax shall not exceed the sum of one and fifty one hundredths percent (1.50%) of the equalized assessed value of the taxable property within the area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Chicago Southwest Business Growth Area Commission, as described in Section 3 hereof, and may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. Said special services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 3. The Southwest Business Growth Area Commission consisting of nine members is hereby continued (the "Commission"). Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the Marquette Manor Chamber of Commerce, the Chicago - Lawn Chamber of Commerce and the Greater Southwest Development Corporation. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Marquette Manor Chamber of Commerce, the Chicago - Lawn Chamber of Commerce and the Greater Southwest Development Corporation. Each successor so appointed shall serve for the remaining term for which he/she was appointed.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than three consecutive one year terms. The members of the commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 4. Notice of hearing shall be published by the City Clerk at least once, not less than fifteen days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10

days prior to the time set for the public hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 5. The notice shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 3.

Notice is hereby given that at ____ o'clock A.M., on the ____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider authorizing the continuation of the levy of a special annual services tax (the "services tax") commencing January 1, 1989, within Special Service Area Number 3. The purpose of Special Service Area Number 3 is to provide special services to the area, which may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development.

At the hearing, there will be considered a services tax to be levied against the taxable property included in Special Service Area Number 3 for the provision of said special services, said services tax not to exceed the sum of one and fifty one hundredths percent (1.50%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

Special Service Area Number 3 shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory included consists of the area wholly or partially fronting on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st Street to 64th Street;

At the public hearing any interested person affected by the levy of the services tax at a rate of not to exceed the sum of one and fifty one hundredths percent (1.50%) of the equalized assessed value of taxable property within Special Service Area Number 3, including all persons owning taxable real property within said area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within Special Service Area Number 3 and by at least 51% of the owners of record of the land included within the

boundaries of said area, objecting to the continuation of the levy of the services tax in Special Service Area Number 3, is filed with the City Clerk within 60 days following the final adjournment of the public hearing, no such tax shall be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this ____ day of _____, 1988.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 6. This ordinance shall become effective from and after its passage.

PUBLIC HEARING AUTHORIZED CONCERNING CONTINUATION OF
SPECIAL ANNUAL SERVICES TAX WITHIN SPECIAL
SERVICE AREA NUMBER FOUR.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a public hearing concerning the continuation of the levy of the special annual services tax within Special Service Area Number 4 generally bounded by West 95th Street from South Ashland Avenue to South Western Avenue.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties." Ill. Rev. Stat., Chapter 120, Section 1301 et seq., (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On August 17, 1983, the City Council of the City of Chicago adopted an ordinance proposing Special Service Area Number 4; and

WHEREAS, On October 31, 1983, the City Council of the City of Chicago adopted an ordinance creating said Special Service Area Number 4 (the "area"); and

WHEREAS, The ordinance creating Special Service Area Number 4 authorized the levy of a special annual services tax (the "services tax") on all taxable property within said area to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include but not be limited to recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote economic development; and

WHEREAS, Said services tax has heretofore been levied in addition to and in excess of all other taxes levied and extended against all taxable property within Special Service Area Number 4 in an amount sufficient to provide revenues required for the furnishing of said special services; provided said services tax not exceed an annual rate of two percent (2%) of the equalized assessed value of the taxable property within Special Service Area Number 4; and

WHEREAS, The term of the levy of said services tax within Special Service Area Number 4 consisted of five years; and

WHEREAS, The ordinance of October 31, 1983, provided for the establishment of a Commission to be responsible for implementing the services set forth herein; and

WHEREAS, The 95th Street Special Service Area Commission was appointed for said purposes; and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to authorize the continuation of the levy of the services tax within Special Service Area Number 4 for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area has and will continue to benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the levy of the services tax against said area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at ____ o'clock A.M., on the ____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois (the "hearing"), to consider authorizing the continuation of the levy of the services tax within Special Service Area Number 4, said area described in the notice set forth in Section 5 hereof (the "notice"). At the hearing there will be considered the levy of the services tax upon the taxable property in Special Service Area Number 4 sufficient to produce revenues required to provide special services in the area. Said tax shall not exceed the sum of two percent (2%) of the equalized assessed value of the taxable property within the area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the 95th Street Special Service Area Commission, as described in Section 3 hereof, and may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote economic development. Said special services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 3. The 95th Street Special Service Area Commission consisting of nine members is hereby continued (the "Commission"). Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the 95th Street Business Association. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the 95th Street Business Association. Each successor so appointed shall serve for the remaining term for which he/she was appointed.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than three consecutive one year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained

herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 4. Notice of hearing shall be published by the City Clerk at least once, not less than fifteen days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 5. The notice shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 4.

Notice is hereby given that at _____ o'clock A.M., on the ____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider authorizing the continuation of the levy of a special annual services tax (the "services tax") commencing January 1, 1989, within Special Service Area Number 4. The purpose of Special Service Area Number 4 is to provide special services to the area, which may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote economic development.

At the hearing, there will be considered a services tax to be levied against the taxable property included in Special Service Area Number 4 for the provision of said special services, said services tax not to exceed the sum of two percent (2%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

Special Service Area Number 4 shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory included consists of the area fronting on 95th Street between Ashland Avenue on the east and Western Avenue on the west.

At the public hearing any interested person affected by the levy of the services tax at a rate of not to exceed the sum of two percent (2%) of the equalized assessed value of taxable property within Special Service Area Number 4, including all persons owning taxable real property within said area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The

Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within Special Service Area Number 4 and by a least 51% of the owners of record of the land included within the boundaries of said area, objecting to the continuation of the levy of the services tax in Special Service Area Number 4, is filed with the City Clerk within 60 days following the final adjournment of the public hearing, no such tax shall be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this ____ day of _____, 1988.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 6. This ordinance shall become effective from and after its passage.

PUBLIC HEARING AUTHORIZED CONCERNING CREATION
OF SPECIAL SERVICE AREA NUMBER ELEVEN
AND LEVY OF SPECIAL ANNUAL
SERVICES TAX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a public hearing concerning the creation of Special Service Area Number Eleven and the levy of a special annual services tax in an area generally bounded by West 61st Street, West 66th Street, South Lowe Avenue and South Morgan Street.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L) (2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties." Ill. Rev. Stat., Chapter 120, Section 1301 *et seq.*, (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 11 and to the authorization of the levy of a special annual services tax (the "services tax") within Special Service Area Number 11 for the purposes set forth herein; that said area, hereafter described is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services to be provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of Special Service Area Number 11 and the levy of the services tax within said area for the services to be provided be considered; now, therefore,

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

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

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at ____ o'clock A.M., on the ____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois (the "hearing"), to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 11 and the authorization of the levy of the services tax within Special Service Area Number 11, said area described in the notice set forth in Section 5 hereof (the "notice"). At the hearing there will be considered the levy of the services tax upon the taxable property within Special Service Area Number 11 sufficient to produce revenues required to provide special services in the area. Said tax shall not exceed the sum of sixty-five one hundredths of one percent (.65%) of the equalized assessed value of the taxable property within the area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Englewood Special Service Area Commission, as described in Section 3 hereof, and may include, but are not limited to, recruitment of new businesses to the area, rehabilitation

activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. Said special services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 3. The Englewood Special Service Area Commission consisting of nine members is hereby established (the "Commission"). Of the initial Commission members, three members shall be appointed to serve three year terms, three members shall be appointed to serve two year terms and three members shall be appointed to serve one year terms. The Mayor, with the approval of the City Council, shall appoint the nine initial Commission members from lists of nominees submitted by the Greater Englewood Development Corporation. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the Greater Englewood Development Corporation. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Greater Englewood Development Corporation. Each successor so appointed shall serve for the remaining term for which he/she was appointed.

The Commission shall designate one member as the Chairman of the Commission; and he/she shall serve for no more than two consecutive three year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 4. Notice of hearing shall be published by the City Clerk at least once, not less than fifteen days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 5. The notice shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 11.

Notice is hereby given that at _____ o'clock A.M., on the ____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 11 and the authorization of the levy of a special annual services tax (the "service tax") commencing January 1, 1989, within Special Service Area Number 11. The purpose of Special Service Area Number 11 is to provide special services to the area, which may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development.

At the hearing, there will be considered a services tax to be levied against the taxable property included within Special Service Area Number 11 for the provision of said special services, said services tax not to exceed the sum of sixty-five one hundredths of one percent (.65%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

Special Service Area Number 11 shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of the area bounded by 61st Street on the north, 66th Street on the south, Lowe Avenue on the east and Morgan Street on the west.

At the public hearing any interested person affected by the creation of Special Service Area Number 11 and the levy of the services tax at a rate of not to exceed the sum of sixty-five one hundredths of one percent (.65%) of the equalized assessed value of taxable property within Special Service Area Number 11, including all persons owning taxable real property within said area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the boundaries of proposed Special Service Area Number 11 and by at least 51% of the landowners included within the boundaries of said area, objecting to the creation of Special Service Area Number 11 and the levy of the services tax therein, is filed with the City Clerk within 60 days following the final adjournment of the public hearing, no such area shall be created and no such tax shall be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 1988.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 6. This ordinance shall become effective from and after its passage.

Exhibit "1" attached to this ordinance reads as follows:

Exhibit "1".

A tract of land in the West Half of the Southwest Quarter of Section 16 in the East Half of the Southeast Quarter of Section 17, in the East Half of the Northeast Quarter of Section 20 and in the West Half of the Northwest Quarter of Section 21, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at a point being the intersection of the North line of W. 61st Place and the east line of S. Union Ave., thence West along said north line of West 61st Place to its intersection with the East line of the north-south public alley first East of and parallel to S. Halsted Street; thence North along said east line of said alley, extended North, to its intersection with the center line of W. 61st Street; thence West along said center line of W. 61st Street to its intersection with the west line, extended North, of the north-south public alley first west of and parallel to S. Halsted Street; thence South along said west line of said public alley, extended South, to its intersection with the north line of Lot 11 in Lyon's Subdivision of Lots 5 and 6 of S. S. Crocker's Resubdivision of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid; thence West along said north line of Lot 11 and along said north line, extended West to the north line of Lot 14 in Lyon's Subdivision aforesaid; thence along the north line of said Lot 14, extended West, to the North line of Lot 23 in Lyon's Subdivision aforesaid; thence west along the North line of said Lot 23, extended West, to the center line of S. Peoria Street; thence North along the center line of S. Peoria Street to its intersection with the north line extended east, of Lot 2 in Block 1 of Uhlich & Hoffman's Subdivision of Lots 5 to 10 in Crocker's Resubdivision of the West Half of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid; thence West along the said north line of Lot 2, extended West, to the West line of the north-south public alley first west of and parallel to S. Peoria Street; thence South along the West line of said public alley to its intersection with the north line of Lot 27 in Block 1 of Uhlich & Hoffman's Subdivision aforesaid; thence West along the north line of said Lot 27, extended West, to its intersection with the west line of S. Sangamon Street; thence South along said west line of S. Sangamon Street to its intersection with the north line of Lot 11, in

Block 2 of Crocker's Resubdivision of the South Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid; thence West along said north line of said Lot 11, extended West, to its intersection with the West line of the north-south public alley first west of and parallel to S. Sangamon Street; thence South along said west line of said public alley to its intersection with the north line of Lot 29 in Block 2 of Crocker's Resubdivision aforesaid; thence West along the north line of said Lot 29, extended West, to its intersection with the center line of S. Morgan Street; thence South along the said center line of S. Morgan Street to its intersection with the South line of W. 63rd Street; thence East along the south line of W. 63rd Street to its intersection with the West line of S. Sangamon Street; thence South along the west line of S. Sangamon Street to the south line, extended west, of the east-west public alley first North of and parallel to W. 64th Street; thence East along said south line, extended east, of said public alley to its intersection with the west line of S. Peoria Street; thence South along said west line of S. Peoria Street to its intersection with the south line of W. 64th Street; thence East along said south line of W. 64th Street to its intersection with the west line of S. Green Street; thence South along the west line of S. Green Street to its intersection with the south line of W. 65th Street; thence East along said south line of W. 65th Street to its intersection with the west line of the north-south public alley first West of and parallel to S. Halsted Street; thence South along said west line of said public alley extended south, to its intersection with the center line of W. 66th Street; thence East along said center line of W. 66th Street to its intersection with the east line extended South, of the north-south public alley first East of and parallel to S. Halsted Street; thence North along the east line of said public alley to its intersection with the north line of Lot 36 in Leopold Mayer's Subdivision of the North Half of Block 15 and Lots 2, 3 and 6 of Block 14 of Linden Grove Subdivision of part of the Northwest Quarter of Section 21 aforesaid; thence East along said north line of Lot 36, extended East, to its intersection with the east line of S. Emerald Avenue; thence North along said east line of S. Emerald Avenue to its intersection with the south line of the east-west public alley first South of and parallel to W. 65th Street; thence East along the south line, extended East, of said public alley to its intersection with the east line of S. Union Avenue; thence North along said east line of S. Union Avenue to its intersection with the south line of W. 65th Street; thence East along said south line of W. 65th Street to its intersection with a line 30 feet East of and parallel to the East line of S. Union Avenue; thence North along said line 30 feet East of and parallel to the East line of S. Union Avenue, a distance of 423 feet to its intersection with a line 273 feet South of and parallel to the center line of W. 64th Street; thence East along said line 273 feet South of and parallel to said center line of W. 64th Street to its intersection with a line 77 feet East of and parallel to the East line of S. Union Avenue; thence North along said line 77 feet East of and parallel to the East line of S. Union Avenue to its intersection with the center line of W. 64th Street; thence East along said center line of West 64th Street to its intersection with a line 94.4 feet east of and parallel to east line of S. Union Avenue; thence north along said line 94.4 feet east of and parallel to S. Union Avenue to its intersection with the north line of the east-west public alley first north of and parallel to W. 64th Street; thence west on the north line of said public alley to its intersection with a line 93.4 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 93.4 feet east of and parallel to the east line of S. Union Avenue to its intersection with the south line of W. 63rd Place; thence east along the south line of W. 63rd Place to its intersection with a line 150 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 150 feet East of and parallel to S. Union Avenue to its intersection with the north line of the east-west public alley first north of and parallel to W. 63rd Place; thence west along the north line of said alley to its intersection with a line 95.4 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 95.4 feet east of and parallel to the east line of S. Union Avenue to its intersection with the south line of W. 63rd Street; thence East along said south line of W. 63rd Street to its intersection with the West line, extended South of Lot 11 in Block 7 of Hoyt,

Canfield and Matteson's Subdivision of the South Half of the Southwest Quarter of the Southwest Quarter of Section 16 aforesaid; thence North along said west line, extended south, of Lot 11 to its intersection with the north line of W. 63rd Street; thence along a line drawn from said point of intersection on the north line of W. 63rd Street and running northwesterly to the point of intersection of the south line of W. Englewood Avenue with the west line of Lot 9 in Block 6 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along said west line, extended North of Lot 9 to its intersection with the north line of W. Englewood Avenue; thence West along said north line of W. Englewood Avenue to its intersection with the west line of Lot 1 in Block 4 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along said west line of Lot 1, extended North, to its intersection with the southwest corner of Lot 44 in Block 4 of Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along the west line of said Lot 44 to its intersection with the southwest corner of Lot 1 in Block 2 of Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along the west line of said Lot 1 to its intersection with the south line of W. 62nd Street; thence northwesterly along a line drawn from the point of intersection of the west line of said Lot 1 and the south line of W. 62nd Street to the point of Intersection of the north line of W. 62nd Street and the west line of Lot 53 in Lister's Subdivision of West Three- Fifths of the South Half of the North Half of the Southwest Quarter of the Southwest Quarter of Section 16 aforesaid; thence North along the west line of said Lot 53 to its intersection with the east line of S. Union Avenue; thence Northeasterly and North along said east line of S. Union Avenue to its intersection with the north line of W. 61st Place, the point of beginning.

SUBMISSION OF APPLICATION TO DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT FOR FISCAL YEAR 1988
ALLOCATION UNDER RENTAL REHABILITATION
PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application to the Department of Housing and Urban Development for a Fiscal Year 1988 allocation in the amount of \$7,079,000.00 under the Rental Rehabilitation Program.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 43.

Nays -- Alderman Krystyniak -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, 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 rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$7,079,000 of Rental Rehabilitation Program grant funds to the City in federal fiscal year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The Department of Housing has prepared a program description and appropriate certifications as required, to accompany the City's request to H.U.D. for grant funds allocated to it under the Rental Rehabilitation Program; now, therefore,

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

SECTION 1. The Mayor is authorized to submit, on behalf of the City of Chicago, an application to the United States Department of Housing and Urban Development to receive the City's allocation of \$7,079,000 under the Rental Rehabilitation Program, such application to be substantially in the form as attached as Exhibit "A".

SECTION 2. The Commissioner of the Department of Housing is authorized to submit such certification and assurances as may be required or requested in connection with the aforesaid application, including but not limited to a certification substantially in the form attached hereto as Exhibit "B".

SECTION 3. In the event the application is approved, the Commissioner of Housing is further authorized to enter into and execute such agreements, documents and understandings as are required or necessary to implement the terms of allocation of grant funds, including but not limited to an agreement with the Chicago Housing Authority substantially in the form attached hereto as Exhibit "C".

SECTION 4. The City of Chicago shall not engage in discrimination based on race, color, religion, sex, national origin, handicap, sexual orientation, geographic location, or political affiliation in its implementation of the Rental Rehabilitation Program.

SECTION 5. This ordinance shall be in full force and effect by and from the date of its passage.

[Exhibit "A" printed on page 13566 of this Journal.]

Exhibits "B" and "C" attached to this ordinance read as follows:

Exhibit "B".

Certification.

The City of Chicago, through its Department of Housing does hereby certify and attest as follows:

1. That the submission of the Program Description of the Rental Rehabilitation Program of the City of Chicago to the U. S. Department of Housing and Urban Development and execution of same has been authorized by the City Council of the City of Chicago through the passage of the attached ordinance of the ____ day of _____.
2. That the Program Description was developed in consultation with the public through a public hearing held by the Department of Housing on June 18, 1984, December 7, 1987, and by the City Council Committee on Finance on or about May_____, 1988, and the Program Description has been and is available to the public upon request.
3. That the City of Chicago, Department of Housing requests that the 100% lower income benefit standard be reduced to a 70% standard in order to enhance the successful implementation of the Rental Rehabilitation Program. It is further certified that this reduction is necessary to meet one or both of the following objectives:
 - a. To minimize the displacement of tenants in projects to be rehabilitated, and/or
 - b. To provide a reasonable margin for error due to unforeseen sudden changes in neighborhood rent; failure to complete rehabilitation of projects due to unanticipated circumstances; or other reasonable contingencies.
4. That a written tenant assistance policy conforming to the requirements of 24 C.F.R. Part 511, 10(h)(2) has been adopted by the Department of Housing and is available to the public.

(Continued on page 13567)

EXHIBIT A

OMB Approval No. 29-RO218

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	3. STATE APPLICATION IDENTIFIER	4. NUMBER
1. TYPE OF ACTION ☐ PREAPPLICATION ☒ APPLICATION (Mark appropriate box) ☐ NOTIFICATION OF INTENT (Opt) ☐ REPORT OF FEDERAL ACTION		a. NUMBER b. DATE Year month day 19	a. NUMBER b. DATE Year month day ASSIGNED 19	
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name : City of Chicago b. Organization Unit : Department of Housing c. Street/P.O. Box : 318 South Michigan Avenue d. City : Chicago a. County : Cook e. State : Illinois g. ZIP Code: 60604 h. Contact Person (Name & telephone No.) : Jack Hart 922-7922 ext. 559			5. FEDERAL EMPLOYER IDENTIFICATION NO. 6. PROGRAM (From Federal Catalog) a. NUMBER R 88 • 11290 b. TITLE Rental Rehabilitation Program	
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT Rental Rehabilitation Program To provide support for the rehabilitation of privately owned real estate property to be used for residential rental purposes.			8. TYPE OF APPLICANT/RECIPIENT A-State H-Community Action Agency B-Intermediate I-Higher Educational Institution C-Substate J-Indian Tribe D-District K-Other (Specify): E-City F-School District G-Special Purpose District Enter appropriate letter E	
9. TYPE OF ASSISTANCE A-Basic Grant D-Insurance B-Supplemental Grant E-Other C-Loan Enter appropriate letter(s) A			10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.) Chicago, Cook County, Illinois	
11. ESTIMATED NUMBER OF PERSONS BENEFITING 3200			12. TYPE OF APPLICATION A-New C-Revision E-Augmentation B-Renewal D-Continuation Enter appropriate letter B	
13. PROPOSED FUNDING a. FEDERAL \$ 7,079,000 .00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER 8,000,000 .00 f. TOTAL \$15,079,000 .00			14. CONGRESSIONAL DISTRICTS OF: a. APPLICANT 1,2,3, 5,6,7,8,9,11 b. PROJECT 1,2,3, 5,7,8,9,11 16. PROJECT START DATE Year month day 19 88 6 1 17. PROJECT DURATION 18 Months 18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY Year month day 19 88 5 19	
15. TYPE OF CHANGE (For 18c or 18e) A-Increase Dollars F-Other (Specify): B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation Enter appropriate letter(s)			19. EXISTING FEDERAL IDENTIFICATION NUMBER	
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) U.S. Department of Housing and Urban Development			21. REMARKS ADDED ☒ Yes ☐ No	
22. THE APPLICANT CERTIFIES THAT a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. (1) (2) (3)			b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached: sponse Response attached ☐ ☐ ☐	
23. CERTIFYING REPRESENTATIVE Eugene Sawyer Acting Mayor			c. DATE SIGNED Year month day 19	
24. AGENCY NAME			25. APPLICATION RECEIVED Year month day 19	
26. ORGANIZATIONAL UNIT			27. ADMINISTRATIVE OFFICE	
28. FEDERAL APPLICATION IDENTIFICATION			29. ADDRESS	
30. FEDERAL GRANT IDENTIFICATION			31. ACTION TAKEN ☐ a. AWARDED ☐ b. REJECTED ☐ c. RETURNED FOR AMENDMENT ☐ d. DEFERRED ☐ e. WITHDRAWN	
32. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00			33. ACTION DATE Year month day 19 34. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)	
35. FEDERAL AGENCY A-95 ACTION a. In taking above action, say comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.			36. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)	

(Continued from page 13565)

5. That having read and understood the rules and policies of 24 C.F.R. Part 511.10, the City will conduct the Rental Rehabilitation Program therewith.
6. That Rental Rehabilitation Program will be conducted and administered in accordance with all rules and requirements set forth in 24 C.F.R. Part 511.

Exhibit "C".

Memorandum Of Understanding.

This Agreement is made this ____ day of May, 1988, by and between the City of Chicago, Illinois, a municipal corporation (the "City"), by and through its Department of Housing ("Department"), with offices at 318 South Michigan Avenue, Chicago, Illinois and the Chicago Housing Authority ("C.H.A."), a municipal corporation with offices at 22 West Madison Street, Chicago, Illinois.

Recitals:

Whereas, the United States Department of Housing and Urban Development (H.U.D.) has allocated to the city the sum of \$7,079,000 under the Rental Rehabilitation Program ("Program"), subject to the City submitting a proper request therefore; and

Whereas, the City under the terms of the Program is authorized to utilize Section 8 Existing Certificates and Vouchers ("Section 8 Certificates") as authorized by the United States Housing Act of 1937 (the "Act") to provide greater access to low and moderate income persons by means of rent subsidies; and

Whereas, the Housing Authorities Act of the State of Illinois authorizes the C.H.A. to enter into and execute agreements with governmental units for cooperative use of staff in providing essential services to housing programs for low and moderate income persons; and

Whereas, the City and C.H.A. both deem it in their mutual interest to cooperate in assuring that maximum possible benefit is achieved in housing programs of each generally, and the City's rental rehabilitation program in particular;

Now, Therefore, in consideration of entering into this Agreement, and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. The above Recitals are hereby expressly incorporated herein and made a part of this Agreement.

2. The City through the Department, shall submit an application to H.U.D. to receive its allocation of \$7,079,000 under the Program.
3. The City shall use its best efforts to obtain commitments from private lending institutions in the amount of \$8,000,000 to be used with Program grant funds to expand the scope and benefits of the Program to the City and C.H.A.
4. The Department shall select eligible projects to be financed with Program funds, and shall further be responsible for on-going review of said projects pursuant to 24 Code of Federal Regulations Part 511, as amended from time to time ("C.F.R.").
5. The C.H.A. shall issue Section 8 Certificates or Vouchers to eligible persons in such a manner as to minimize displacement of such persons residing in projects selected for rehabilitation, and to assist persons choosing or required to move from projects being rehabilitated, and to assist eligible persons choosing to move back to projects after rehabilitation is completed.
6. It is expressly agreed by the parties that C.H.A. upon due diligence in meeting its responsibilities under paragraph 5 above, may then issue Section 8 Certificates to eligible persons from waiting lists maintained by C.H.A. for Section 8 housing programs, generally, who agreed to move into rehabilitated projects.
7. To the extent possible C.H.A. will utilize Section 8 Vouchers to assist persons choosing or required to move from projects being rehabilitated, and Section 8 Certificates for persons who agreed to move into rehabilitated projects.
8. It is expressly agreed by the parties, that this Agreement shall be subject to applicable portions of the Code of Federal Regulations as amended from time to time, including, but not limited to 24 Code of Federal Regulations, parts 209, 511 and 992.
9. It is further expressly agreed by the parties that any and all administrative costs incurred by either in carrying out the terms of this Agreement shall be borne solely by each party, respectively.
10. The C.H.A. currently has a waiting list for Section 8 Certificates of about 40,000 families. On an interim basis, C.H.A. can issue and utilize certificates or vouchers allocated for the Rental Rehabilitation Program from this waiting list. The C.H.A. Section 8 Existing Housing Program is experiencing a turnover rate of 16.8% per year (about 1,200 per year). At this rate of attrition, to the C.H.A. will provide certificates or vouchers to the Department on an as-needed basis to meet its responsibilities under paragraph 5 of the memorandum.
11. It is expressly agreed by the parties that the C.H.A. will not provide relocation benefits. It is further agreed by the parties that eligible families will be assisted by C.H.A. in strict conformance with all Section 8 regulations.

12. Any notices requested or required under this agreement shall be in writing, and placed in the U.S. mails, first class postage, registered, return receipt requested, prepaid, addressed as follows:

If To City:

Department of Housing
City of Chicago
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner

If To C.H.A.:

Chicago Housing Authority
22 West Madison Street
Chicago, Illinois 60601
Attention: Executive Director

13. This Agreement shall remain in full force and effect until such time as the City shall discontinue activities authorized under this program.

This Agreement is executed at Chicago, Illinois as of the date first appearing above.

[Signature forms omitted for printing purposes.]

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR RECONSTRUCTION OF ORLEANS
STREET VIADUCT BETWEEN HUBBARD
STREET AND CHICAGO
RIVER.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$9,479,000.00 for the reconstruction of the Orleans Street viaduct between Hubbard Street and the Chicago River.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the reconstruction of the Orleans Street Viaduct, described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section
3 of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Reconstruction Of The Orleans Street Viaduct (F.A.U. 2889)

Between Hubbard Street And The Chicago River.

Federal Project No.: IX-5000(167).

City Section No.: 80-EO417-00-BR.

State Job No.: C-88-029-80.

D.P.W. Project No.: E-0-417.

This Agreement, entered into this _____ day of _____, 1988, by and between the

State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to reconstruct the Orleans Street Viaduct, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1985), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the federal regulations, certain written agreements for the Project may be required; and

Whereas, the City shall enter into a separate Agreement with the Chicago Transit Authority for improvements to the Authority's property.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction, Chicago Transit Authority force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and to provide or cause to be provided all force account construction, C.T.A. force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the removal of the Orleans Street Viaduct structure between Hubbard Street and the Chicago River, and its reconstruction using the existing structure foundations.

The Project will includes replacement of a single deteriorated foundation element and reconstruction of the viaduct structure, roadway, curbs, gutters and sidewalks, including sidewalk ramps for the handicapped. The north approach to the structure will be reconstructed and the concrete balustrade on the east side of the north approach will be replaced. All expansion joints along the viaduct will also be replaced.

New drainage structures will be installed and will tie into the present sewer system. Existing street lighting and traffic control hardware will be

reinstalled on the completed viaduct. A new electrical feeder service to the Orleans Street Bridge will be installed and other utilities will be adjusted. Stairways providing pedestrian access between Orleans Street and Kinzie Street will be replaced and pavement markings, street signs and all other appurtenances necessary to complete the Project will be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$8,250,000
Force Account Construction	\$214,000
C.T.A. Force Account Construction	\$75,000
Construction Engineering/Supervision	<u>\$940,000</u>
TOTAL:.....	\$9,479,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects the proportional participation for the Project will be:

Federal-Aid Share (IX)	
(85% of \$9,479,000)	\$8,057,150
Non-Federal Share (State)	
(15% of 9,479,000)	<u>\$1,421,850</u>
TOTAL:.....	\$9,479,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$1,421,850, with any Non-Federal Share required in excess of that amount to be provided by the City.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$9,479,000) as authorized by City Council.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1991.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the "City" and the "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR RIGHT-OF-WAY ACQUISITION
OF PORTION OF 63RD STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a project agreement with the State of Illinois in the amount of \$60,000.00, providing for the right-of-way acquisition of 63rd Street from Wallace Street to west of Dr. Martin Luther King, Jr. Drive.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the right-of-way acquisition of 63rd Street from Wallace Street to west of Martin Luther King Drive described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement

For Right-Of-Way Acquisition.

63rd Street (F.A.U. 1519)

From Wallace Street To West Of Martin Luther King Drive.

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve 63rd Street, from Wallace Street to west of Martin Luther King Drive, hereinafter referred to as the "Project"; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1985), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City has completed the Preliminary (Phase I) engineering for the Project and is desirous of proceeding with the right of way acquisition therefore; and

Whereas, under the federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the acquisition of right of way for the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, surveys, plans, plats, legal descriptions and estimates of cost for the right of way acquisition required for said Project.
4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right of way necessary for the project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Titles II and III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Title II and III requirements of the aforesaid Act.
5. To finance the acquisition pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To retain all Project records and to make them available for audit by State and Federal auditors during the right of way acquisition stage, and for a period of three (3) years after final acceptance of the Project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

7. That all prior Agreements, or portions thereof, between the City and the State which refer to the right of way acquisition for the construction of this Project are null and void as of the date of this Agreement.
8. That the estimated costs of the right of way acquisition for the Project is \$60,000, and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution projects, the estimated proportional participation for the acquisition will be:

Federal-Aid Share (IX)	
(85% of \$60,000)	\$51,000
Non-Federal Share (State)	
(15% of \$60,000)	<u>\$9,000</u>
TOTAL:	\$60,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share (State)) shall be limited to a maximum of \$9,000, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

9. That the City shall be responsible for 100% of any right-of-way acquisition costs not eligible for Federal or State participation.
10. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
11. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not increase the total cost of the Project (\$60,000) as authorized by City Council.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR IMPROVEMENT OF DAN RYAN
EXPRESSWAY TRAFFIC MANAGEMENT
NETWORK SYSTEM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with the State of Illinois in the amount of \$8,881,310.00 for improvement of the Dan Ryan Expressway Traffic Management Network System.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the Dan Ryan Expressway Traffic Management Network System described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

Agreement.

This Agreement, entered into this ____ day of _____, 19____ A.D., by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter called the "State", and the City of Chicago, County of Cook, of the State of Illinois, hereinafter called the "City".

Witnesseth:

Whereas, the State, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving Ogden Avenue (F.A.U. Route 3542), Ashland Avenue (F.A.U. Route 2853), Blue Island Avenue (F.A.U. Route 1459), Pershing Road (F.A.U. Route 1478), Indiana Avenue (F.A.U. Route 2912), Michigan Avenue (F.A.U. Route 2911), Congress Parkway (F.A.U. Route 1424), Congress Parkway at Paulina Street,

Lake Shore Drive (F.A.P. Route 525), Stony Island Avenue (F.A.P. Route 525), Cornell Drive (F.A.P. Route 525), and Ruble Street (F.A.U. Route 2880).

Whereas, said improvement is necessary to provide a traffic network management system to facilitate the rehabilitation of the Dan Ryan Expressway; and the scope of work will generally consist of remedial roadway work at various locations along the aforementioned routes and traffic signal related improvements at various intersections and by performing all other work necessary to complete the improvement in accordance with the plans and specifications; and

Whereas, said locations and intersections (complete with scope of work and estimated cost) are identified on Exhibit "A", which is attached hereto and made a part hereof; and

Whereas, the State through the Department of Transportation and the Governor's Office and the City through the Commissioner of the Department of Public Works on the 13th day of June, 1984 executed a City-State Memorandum of Understanding--Five Year Chicago Street Program availing themselves of Federal-Aid Urban and Interstate Transfer Funds authorized by the Surface Transportation Assistance Act of 1982 and any other available Federal funds, a copy of which is attached hereto as Exhibit "B" and hereinafter referred to as "Program"; and

Whereas, the City is desirous of said improvement in that same will be of immediate benefit to the City's residents, and permanent in nature; and

Whereas, for purposes of identification, the "Alternate Route" is defined and primarily comprised of Racine Avenue, Ogden Avenue, Ashland Avenue and Pershing Road; and the "Off-System Route" is defined and primarily comprised of Indiana Avenue, Michigan Avenue, Lake Shore Drive, Congress Parkway, Stony Island Avenue, Cornell Drive and Ruble Street; and

Whereas, the various intersections and locations identified on Exhibit "A" lie wholly within the corporate limits of the City.

Now, Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. For the "Alternate Route" traffic signal work on Racine Avenue, Ogden Avenue, Ashland Avenue and Pershing Road:

A. Contract 27C

State Section: 1987-066TS

State Job No.: C-91-205-87; and

For the "Off-System Route" traffic signal work on Congress Parkway, Lake Shore Drive, Stony Island Avenue, Cornell Drive and Ruble Street:

B. Contract 26D

State Section: 1987-067TS

State Job No.: C-91-203-87.

The City agrees to prepare plans and estimates (see Exhibit "A" for locations), perform force account construction and cause the improvement to be built in accordance with the plans and estimates. The City also agrees to pay all construction and engineering costs subject to reimbursement by the State as hereinafter stipulated.

The State agrees to furnish engineering inspection during construction.

The State agrees to review and approve the City prepared plans and estimates prior to the start of the traffic signal force account construction.

It is mutually agreed that City force account construction estimates shall be determined to be cost effective by the State.

2. For the "Off-System Route" traffic signal work on Indiana Avenue and on Michigan Avenue (Contract 26D, State Section: 1987-067TS, State Job No.: C-91-203-87):

The State agrees to prepare plans and estimates (see Exhibit "A" for locations) based upon City provided signal requirements and furnish engineering inspection during construction.

The City agrees to review the State prepared plans and estimates prior to the start of the signal force account construction.

It is mutually agreed that force account construction estimates shall be determined to be cost effective by the State.

The City agrees to perform force account construction, cause the improvement to be built in accordance with the plans and estimates and pay all construction costs subject to reimbursement by the State as hereinafter stipulated.

3. For the "Off-System Route" remedial roadway work:

A) Contract 26A

State Section: 1987-056RS

State Job No.: C-91-205-87

Intermittent resurfacing of Michigan Avenue (12th Street to 63rd Street) and Intermittent resurfacing of Indiana Avenue (14th Street to 31st Street).

B) Contract 26B

State Section: 1987-057I

State Job No.: C-91-205-87

Various improvements along Lake Shore Drive; and

For the "Alternate Route" remedial roadway work:

C) Contract 27A

State Section: 1987-054RS

State Job No.: C-91-203-87

Roadway repairs and resurfacing at various locations along Racine Avenue, Ogden Avenue, Ashland Avenue, Blue Island Avenue and Pershing Road.

D) Contract 27B

State Section: 1987-055VB-1

State Job No.: C-91-203-87

Lowering of profile of Ashland Avenue to increase vertical clearance under Santa Fe R.R.

The State agrees to prepare plans and specifications, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans and specifications. The City agrees to review said plans and specifications.

4. It is understood and agreed that "Off-System Route" remedial roadway work on Indiana Avenue between 31st Street and 63rd Street; "Alternate Route" remedial roadway work on Pershing Road at the C. & N.W. R.R. viaduct (in the vicinity of Stewart Avenue); and "Off- System Route" remedial work on the Stony Island ramps at Chicago Skyway will all be a part of the overall Traffic

Management Network System, but each will be covered under a separate agreement between the City and the State.

5. It is mutually agreed that the estimated cost of the Projects covered in this Agreement is:

Construction:

Traffic Signals (including Construction Engineering)

- "Off-System Route" - Contract 26D	\$4,365,000
- "Alternate Route" - Contract 27C	<u>\$850,000</u>
SUB-TOTAL	\$5,215,000

Roadway (including P&C Engineering)

*- Off-System Route - Contract 26A (resurfacing of Michigan and Indiana Avenues)	\$1,752,970
- Off-System Route - Contract 26B (roadway repair of Lake Shore Drive)	\$157,780
- Alternate Route - Contract 27A (resurfacing of Racine Avenue, Ogden Avenue, Ashland Avenue, Blue Island Avenue and Pershing Road)	\$1,090,890
- Alternate Route - Contract 27B (lowering profile of Ashland Avenue @ Santa Fe R.R. Viaduct)	<u>\$164,670</u>
SUB-TOTAL	\$3,166,310

- * Of the \$1,752,970 (Contract 26A), approximately \$501,650 shall be attributed to repair of sidewalk along Indiana and Michigan Avenues and all incidental work, including relocation of parking meters as well as any water force account associated with said sidewalk work. Said \$501,650 shall be addressed in Item 6 subsection A.

Engineering:

Traffic Signals

Preliminary Engineering by City	\$300,000

Water and Sewer Inspection/Engineering

Preliminary Engineering by City	<u>\$200,000</u>
SUB-TOTAL	<u>\$500,000</u>

TOTAL PROJECT COST

	\$8,881,310

6. The project cost (\$8,881,310) given in Section 5 above shall be funded as follows:

- A. The sidewalk work on Michigan Avenue and Indiana Avenue and any and all associated parking meter relocation or adjustment costs (\$422,500) as well as any and all associated water force account work (\$79,150) shall be charged to the provisions of the aforementioned Memorandum of Understanding, dated June 13, 1984.\$501,650
- B. The preliminary engineering work performed by the City for traffic signal design shall be charged to the provisions of the aforementioned Memorandum of Understanding, June 13, 1984.\$300,000
- C. The water and sewer inspection/engineering by the City shall be charged to the provisions of the aforementioned Memorandum of Understanding, June 13, 1984.\$200,000
- D. All other costs will be funded with Discretionary I-4R funds and State match. (Said cost may also be supplemented with State only funds.)
 Federal-Aid Share (90%)\$7,091,694
 Non-Federal-Aid Share (10%)\$787,966
 SUB-TOTAL\$7,879,660
 TOTAL COST\$8,881,310
7. The State agrees to reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the engineering, construction engineering/supervision and force account construction of the following four project elements upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration:
- A. Force account construction and construction engineering supervision for "Alternate Route" traffic signal work:
- Contract: 27C
- State Section: 1987-066TS
- State Job No.: C-91-205-87
- Amount: \$809,000
- State Funds (10%) - \$80,900
- Federal Funds (90%) - \$728,100

- B. Force account construction and construction engineering supervision for "Off-System Route" traffic signal work:

Contract: 26D

State Section: 1987-067TS

State Job No.: C-91-203-87

Amount: \$4,133,000

State Funds (10%) - \$413,300

Federal Funds (90%) - \$3,719,700

- C. Engineering for the design of traffic signal work on the "Alternate Route" and on the "Off-System Route":

State Sections: 1987-066TS and 1987-067TS

State Job Nos.: C-91-205-87 and C-91-203-87

Amount: \$300,000

State Funds: \$300,000

- D. Water and sewer inspection/engineering on the "Alternate Route" and on the "Off-System Route":

State Job Nos.: C-91-205-87 and C-91-203-87

Amount: \$200,000

State Funds: \$200,000

8. It is mutually agreed that upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

It is also agreed that maintenance and financial responsibilities (for energy) for all work on existing signals shall remain identical to those in existence prior to this improvement.

9. It is mutually agreed that the financial responsibility for maintenance and electrical energy for the operation of the new traffic signal installation equipment shall be proportioned as follows:

Intersection	Level of Maintenance	Maintenance	Electrical Energy
Racine Avenue at Huron Street	I		
State Share		0%	0%
City Share		100%	100%
Racine Avenue at Ogden Avenue	I		
State Share		0%	0%
City Share		100%	100%
Michigan Avenue at 63rd Street	I		
State Share		0%	0%
City Share		100%	100%
Lake Shore Drive at Roosevelt Road	I		
State Share		0%	0%
City Share		100%	100%

It is agreed that the actual signal maintenance will be the responsibility of the City.

It is understood that Level of Maintenance I meets the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

The parties hereto agree that the traffic signal maintenance and energy provisions stated in Section 9 of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or as long as the traffic signals covered by the terms of this Agreement or any Amendment hereto remain in place either in their current or some modified configuration, whichever is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

The City retains the right to control the sequence of timing of the traffic signals. The State reserves the right to review and approve the sequence and timing.

The City agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The City agrees to pay 100% of this cost as billed by the local power company.

10. It is mutually agreed that the City will not be reimbursed for any overtime charges incurred in the performance of traffic signal engineering and construction functions.
11. It is mutually agreed that the City was authorized to proceed with the procurement of traffic signal material and equipment required for "Off-System" and "Alternate Route" signal work. This material procurement was authorized prior to this Agreement in a Letter of Understanding dated June 29, 1987. It is understood that the City will be reimbursed for the aforementioned purchase upon installation of said equipment.
12. It is mutually agreed that any and all sidewalk removal and replacement work associated with the contract for the roadway work on Michigan Avenue and Indiana Avenue shall not exceed 25% of total value of the roadway resurfacing work.
13. The City will, prior to March 1, 1988 prohibit parking at such locations on or immediately adjacent to this improvement as shown in Exhibit "A".
14. The City agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the State.
15. The City and State agree to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
16. It is intended that all prior Letters of Understanding, or portions thereof, between the City and the State which refer to the construction and engineering of this Project are incorporated into and are superseded by this Agreement.

17. It is understood and agreed that it is the intent of the City and the State to ensure that all contracts covering the construction work contemplated herein be awarded by December 31, 1987.
18. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$8,881,310) as authorized by the City Council and as stated in Section 5 of this Agreement.

It is understood and agreed that the intent of this agreement is to commit the efforts of both the City and the State to have all construction work completed by March 1, 1988. In an effort to meet said March 1, 1988 deadline, the City will ensure that all required force account engineering documents will be submitted to the State by December 31, 1987.

The City agrees to prohibit the issuance of any permits for work on the "Off- System Route" and "Alternate Route" between the period of March 1, 1988 to October 31, 1989 which would cause the disruption of smooth flowing traffic or involve any lane closure (except where necessary due to required emergency repairs.)

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Exhibits "A" and "B" attached to this agreement read as follows:

Exhibit "A".

List Of Alternate Route Improvements.

Location	Type Of Improvement	Estimated Cost
Racine Avenue from Kennedy southbound off-ramp to Ogden Avenue	-- New signals at Racine/ Huron to replace all way stop	\$60,000
	-- New signals at Ogden Avenue/Racine Avenue intersection	75,000

Location .	Type Of Improvement	Estimated Cost
	-- Modernize signals at Erie Street/Racine Avenue, Erie Street/Ogden Avenue intersections	\$125,000
	-- Remove parking on Racine Avenue, to Ogden Avenue	---
	-- Mill and resurface Racine Avenue, ramp to Ogden Avenue	65,000
Ogden Avenue at Grand Avenue	-- Modernize traffic signals, actuate left turn phase	15,000
Ogden Avenue at Hubbard Street	-- Modernize traffic signals, and coordinate with Grand Avenue	85,000
Ogden Avenue at C. & N.W. R.R. and at C.M. St. P. R.R.	-- Lower surface profile under viaducts by milling pavement	90,000
Ogden Avenue at Lake Street	-- Modernize traffic signals	80,000
Ogden Avenue, Racine Avenue to Lake Street	-- Mill and resurface pavement	159,000
Ogden Avenue, Lake Street to Ashland Avenue	-- Mill and resurface pavement	70,000
Ogden Avenue at Washington Boulevard	-- Minor widening by moving dividing island	5,000
	-- Modernize traffic signals	90,000
	-- Install westbound overhead signs	5,000
Ogden Avenue at Warren Boulevard	-- Modernize traffic signals	65,000
Ogden Avenue at Madison Street	-- Remove parking or provide peak hour restriction on Ogden Avenue	---

Location	Type Of Improvement	Estimated Cost
	-- Provide left turn lane	\$5,000
Ogden Avenue at Ashland Avenue	-- Remove parking or provide peak hour restriction on Ogden Avenue	---
	-- Provide left turn lane and left turn phase for westbound to southbound	20,000
Ashland Avenue, Van Buren Street to Roosevelt Road.	-- Coordinate signal timings to favor Ashland Avenue	6,000
Ashland Avenue at B&O C.T.R.R.	-- Lower surface profiles under viaducts by milling pavement	90,000
Ashland Avenue at Cermak Road/Blue Island Avenue	-- Adjust signal timings to favor Ashland Avenue	1,000
Blue Island Avenue at Damen Avenue	-- Remove parking on the south side of Blue Island Avenue in intersection area	---
	-- Provide left turn lane on Blue Island Avenue	2,000
Blue Island Avenue between Ashland Avenue and Damen Avenue	-- Resurface eastbound lanes to smooth utility cut	By Utility
Ashland Avenue, Santa Fe R.R. to Archer Avenue	-- Lower surface profile under Santa Fe R.R. viaduct by reconstructing pavement and resurface	164,670
	-- Retime traffic signals at Stevenson Expressway and Archer Avenue intersections.	2,000
Ashland Avenue at Pershing Road.	-- Resurface southbound and northbound ramps on Ashland Avenue from 38th Street to Pershing Road	70,000

Location	Type Of Improvement	Estimated Cost
	-- Partial traffic signal modernization	\$20,000
Pershing Road, Halsted Street to LaSalle Street	-- Mill and resurface roadway, remove parking or provide peak period restrictions and restripe to provide 4 lanes for through traffic	179,640
Pershing Road at Halsted Street	-- Modernize traffic signals and coordinate	85,000
Pershing Road at Emerald Avenue	-- Modernize traffic signals and coordinate	75,000
Pershing Road at Union Street	-- Modernize traffic signals and coordinate	75,000
Pershing Road at Princeton Avenue	-- Remove existing flashing signals	5,000
Pershing Road at LaSalle Street and Wentworth Avenue	-- Improve coordination timing to favor north-bound to westbound	5,000

List Of Off-System Route Improvements.

Route Location	Type Of Improvement	Estimated Cost
Indiana Avenue		
at 61st Street	Modernize traffic signals and coordinate	\$67,000
at 60th Street	Modernize traffic signals and coordinate	67,000

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REPORTS OF COMMITTEES

13593

Route Location	Type Of Improvement	Estimated Cost
at 59th Street	Modernize traffic signals and coordinate	\$67,000
at 57th Street	Modernize traffic signals and coordinate	67,000
at Garfield Boulevard	Modernize traffic signals and coordinate	67,000
at 53rd Street	Modernize traffic signals and coordinate	78,000
at 51st Street	Modernize traffic signals and coordinate	78,000
at 49th Street	Modernize traffic signals and coordinate	78,000
at 47th Street	Modernize traffic signals and coordinate	78,000
at 45th Street	Modernize traffic signals and coordinate	78,000
at 41st Street	Modernize traffic signals and coordinate	77,000
at Pershing Road	Modernize traffic signals and coordinate	77,000
at 37th Street	Modernize traffic signals and coordinate	77,000
at 33rd Street	Modernize traffic signals and coordinate	77,000
at 31st Street	Modernize traffic signals and coordinate	77,000
at 24th Street	Modernize traffic signals and coordinate	86,250
at Cullerton Street	Modernize traffic signals and coordinate	86,250

Route Location	Type Of Improvement	Estimated Cost
at 18th Street	Modernize traffic signals and coordinate	\$86,250
at 16th Street	Modernize traffic signals and coordinate	86,250
24th to 22nd Streets	Mill and resurface (intermittent)	85,000
16th to 14th Streets	Mill and resurface (intermittent)	85,000
North of 16th Street	Remove curb and repave to provide smooth 3 lane transition	20,000
North of 24th Street	Post signs to eliminate double parking	---
North of 31st Street	Widen to improve turning radius, install overhead signs	30,000
Michigan Avenue		
at Roosevelt Road	Modernize traffic signals and coordinate	80,000
at 14th Street	Modernize traffic signals and coordinate	80,000
at 16th Street	Modernize traffic signals and coordinate	80,000
at 18th Street	Modernize traffic signals and coordinate	80,000
at Cullerton Street	Modernize traffic signals and coordinate	80,000
at 24th Street	Modernize traffic signals and coordinate	67,500
at 26th Street	Modernize traffic signals and coordinate	67,500
at 29th Street	Modernize traffic signals and coordinate	67,500

Route Location	Type Of Improvement	Estimated Cost
at 31st Street	Modernize traffic signals and coordinate	\$67,500
at 33rd Street	Modernize traffic signals and coordinate	67,500
at 37th Street	Modernize traffic signals and coordinate	67,500
at Pershing Road	Modernize traffic signals and coordinate	65,000
at 41st Street	Modernize traffic signals and coordinate	65,000
at 45th Street	Modernize traffic signals and coordinate	65,000
at 47th Street	Modernize traffic signals and coordinate	65,000
at 49th Street	Modernize traffic signals and coordinate	65,000
at 51st Street	Modernize traffic signals and coordinate	85,000
at 53rd Street	Modernize traffic signals and coordinate	65,000
at Garfield Boulevard	Modernize traffic signals and coordinate	130,000
at 59th Street	Modernize traffic signals and coordinate	100,000
at 60th Street	Modernize traffic signals and coordinate	90,000
at 61st Street	Modernize traffic signals and coordinate	60,000
at 63rd Street	Install new traffic signal and coordinate	80,000
63rd to 61st Streets	Mill and resurface (intermittent)	85,000

Route Location	Type Of Improvement	Estimated Cost
55th to 27th Streets	Mill and resurface (intermittent)	\$1,400,000
24th to 22nd Streets	Mill and resurface (intermittent)	85,000
18th to 12th Streets	Mill and resurface (intermittent)	265,000
Congress Parkway		
at Columbus Drive	Modify channelization, modernize traffic signals, restripe to provide 3 turn lanes	100,000
at Paulina Street	Modernize traffic signals	65,000
Lake Shore Drive		
at Balboa Drive	Reconstruct median, restripe traffic lanes for dual left turn, relocate lighting	40,000
at Roosevelt Road	Install new traffic signals and pavement marking	65,000
Northbound at Waldron and at McFetridge	Install time based coordination to improve northbound progression	13,000
at 57th Street	Install pier and cable support system to remove center support of pedestrian overpass, restripe pavement	75,000
Stony Island Avenue		
at 76th Street	Modernize traffic signals and coordinate	176,250

Route Location	Type Of Improvement	Estimated Cost
at 75th Street	Modernize traffic signals and coordinate	\$176,250
at 73rd Street	Modernize traffic signals and coordinate	176,250
at 71st Street	Modernize traffic signals and coordinate	176,250

Exhibit "B".

*City-State Memorandum Of Understanding.
Five Year Chicago Street Program.*

This Memorandum of Understanding, is entered into this 13 day of June, 1984, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through the Department of Public Works and hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interests of the safe and efficient movement of vehicular traffic and the provision of an orderly and systematically developed program which meets actual needs, find it necessary to enter into a Five Year Chicago Street Program; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Section 4-409, may enter into written contracts with any other highway authority for the maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Section 9-101, may enter into cooperative agreements with other governmental agencies; and

Whereas, the City is a municipality incorporated and organized under the laws of this State and a highway authority as defined under Chapter 12, Section 2-213; and

Whereas, the State and City are desirous of availing themselves of Federal-Aid Urban and Interstate Transfer Funds authorized by the Surface Transportation Assistance Act of 1982 and any other available federal funds.

That State Agrees:

1. To provide up to a maximum of \$63 million in State matching funds for Federal-Aid Urban and Interstate Transfer projects in the City over five years concluding with the end of State fiscal year 1988;
2. To implement approximately a \$250 million program of other federal/state funded projects in the City by providing approximately \$40 million in State matching funds for federally assisted projects within the City over five years concluding with the end of State fiscal year 1988;
3. To provide up to a maximum of \$30 million in State funding for nonfederal-aid street and bridge projects including resurfacing in the City over five years concluding with the end of State fiscal year 1988, 70 percent of which will be obligated by the City and 30 percent of which will be obligated by the State; and,
4. To review, approve and submit to the Federal Highway Administration all submittals which require Federal Highway Administration review, approval or other action.

The City Agrees:

5. To prepare or cause to be prepared all required engineering documents, to let, award and supervise all necessary contracts for federal-aid projects, to acquire any necessary right of way and to perform construction work with its own forces to the extent authorized by the Federal Highway Administration within the City subject to the restrictions hereinafter stated; provided that all lettings and awards are made by the City through the Department of Public Works and that all contract supervision is provided by the Department of Public Works; Provided Further that the delegation of the State's authority to prepare or cause to be prepared all required engineering documents, to let, award and supervise federal-aid projects, to acquire any necessary right of way and to perform any necessary construction work with its own forces to the extent authorized by the Federal Highway Administration within the City shall be by individual project agreement between the State and the City on such federal-aid projects as the State shall determine;
6. To meet all duties and obligations imposed by federal law and regulations respecting federal-aid projects undertaken pursuant to 23 U.S.C. Section 101 et seq. and 23 C.F.R. 1.1 et seq;
7. To meet all duties and obligations imposed by State law respecting nonfederal-aid projects; and

8. To promptly pay all contractors engaged on projects undertaken pursuant to this Memorandum of Understanding.

The Parties Mutually Agree:

9. That, with respect to the State matching funds for Federal-aid Urban and Interstate Transfer funds, project initiation will be the responsibility of the City and is to be coordinated with the State. If, in the opinion of the State and the City, any portion of the \$63 million to be provided is not needed to match federal funds, such funds will be made available for other projects under this Memorandum of Understanding prior to the end of State fiscal year 1988;
10. That with respect to the \$250 million program of other federal and state funded projects, project initiation is the responsibility of the State and is to be coordinated with the City. Rehabilitation of the Eisenhower, Dan Ryan and Kennedy Expressways will be the major components of the program;
11. That with respect to the State funded program, project selection shall be divided between streets on the State highway system and streets not on the State highway system. For streets on the State System, project selection shall be the responsibility of the State and such selection shall be coordinated with the City. For streets not on the State system, project selection shall be a joint responsibility of the City and State. For projects funded with the proceeds of Transportation Series "A" Bonds, the projects shall meet all of the requirements for the use of bond funds imposed by the State;
12. The State's obligations hereunder shall be subject to termination, cancellation or abatement at the discretion of the Department of Transportation in any year for which the General Assembly fails to make a sufficient appropriation or reappropriation from which the State may pay such obligations or the federal government fails to make sufficient discretionary grants or provide adequate obligation authority. The determination of sufficiency of appropriations and the adequacy of federal obligation authority shall be the sole responsibility of the State. Unused appropriations or funds made available shall lapse and may not be used unless reappropriated or otherwise made available within the term of this Memorandum of Understanding. The State agrees to request appropriations or reappropriations, including appropriations or reappropriations after the end of the State fiscal year 1988, as the case may be, necessary to satisfy any contractual obligations of the State or City incurred pursuant to this Memorandum of Understanding;
13. The \$63 million in matching funds for F.A.U.S. and Interstate Transfer projects and the \$30 million in State funded projects shall be provided in approximately equal annual installments, and in no case shall the State be required to provide, in any State fiscal year, more than one third (1/3) of those amounts which the State pledges to provide under the terms of this Memorandum of Understanding;

14. The overhead burden rate and the labor fringe benefit rate charged by the City's Department of Public Works for each project regardless of funding source entered into pursuant to this Memorandum of Understanding shall be limited to eligible expenses allowed by the Federal Highway Administration;
15. The City and State shall enter into a specific City-State Agreement for each project implemented pursuant to this Memorandum of Understanding. Each subsequent City-State Agreement shall incorporate this Memorandum of Understanding by reference and this Memorandum of Understanding shall be made a part of said project agreements.
16. The City recognizes that it has certain outstanding obligations to the State with respect to highway and transportation projects. The State and City are presently negotiating changes to the City's process for payments to contractors and billings to the State and said negotiations will include liquidations of all presently outstanding debts. These negotiations are expected to be concluded by July 15, 1984.
17. To the extent that the State determines that there are funds available for projects in the City not required for other projects for which those funds may be used, in addition to the funds in paragraphs 1 through 3 of the State's commitment, the State will consider additional projects within the City including additional funding for nonfederal-aid street and bridge projects within the City.
18. The term of this Memorandum of Understanding shall be for a period commencing on 1 July 1983 and terminating at the end of State fiscal year 1988 or upon the expenditure or obligation of all State funds appropriated or otherwise made available pursuant to this Memorandum of Understanding, whichever is earlier. No new State funds will be appropriated or otherwise be made available pursuant to this Memorandum of Understanding after State fiscal year 1988. The expiration of the term of this Memorandum of Understanding is not intended to require that all funds obligated to pay awarded contracts shall be expended within the term of this Memorandum or that all contracts shall be completed within the term of this Memorandum.

In Witness Whereof, City and State have caused this Memorandum of Understanding to be executed by their authorized representatives on the 13th day of June, 1984.

[Signature forms omitted for printing purposes].

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO SETTLEMENT AGREEMENT REGARDING *RIOS*,
ET AL. V. CITY OF CHICAGO, ET AL.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Corporation Counsel enter into a settlement agreement in the following matter *Rios, et al. v. City of Chicago, et al.*, 83 L 3878, in the amount of \$600,000.00.

On motion of Alderman T. Evans, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 43.

Nays -- Alderman Krystyniak -- 1.

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

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO
SETTLEMENT AGREEMENT REGARDING *TAYLOR*,
ET AL. V. WAGNER, ET AL.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Corporation Counsel enter into a settlement agreement in the following matter *Taylor, et al. v. Wagner, et al.*, 87 C 422, in the amount of \$1,000,000.00.

On motion of Alderman T. Evans, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr -- 41.

Nays -- Aldermen Vrdolyak, Sheahan, Krystyniak, Kotlarz, Osterman, Stone -- 6.

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

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS
FOR MODERNIZATION OF TRAFFIC SIGNALS AT VARIOUS
NORTH SIDE LOCATIONS WITHIN 1988 INTERMITTENT
RESURFACING PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$690,000.00 necessary for the modernization of traffic signals at various north side locations in conjunction with the 1988 Intermittent Resurfacing Program.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the modernization of traffic signals at various locations associated with the 1988 Intermittent Resurfacing Program described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Modernization Of Traffic Signals

At Various Locations Associated With

The 1988 Intermittent Resurfacing Program -- North.

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to modernize various traffic signals associated with the 1988 Intermittent Resurfacing Program, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written

contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the federal regulations, certain written agreements for the Project may be required:

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and to provide or cause to be provided all force account construction, and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of cost.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the modernization of various traffic signals associated with the 1988 Intermittent Resurfacing Program and indentified in Exhibit "A" of this Agreement. The existing traffic signals will be removed and replaced with new signals or modified to conform to existing recommendations and agreements of the Illinois Manual of Uniform Traffic Control Devices. This Project will also include the removal of existing traffic signal "B"- Bases at any of the project locations.
12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are as follows:

Contract Construction	\$600,000
Construction Engineering/Supervision	<u>\$90,000</u>
TOTAL:	\$690,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (F.A.U.)	
(75.18% of \$690,000)	\$518,742
Non-Federal Share (State)	
(24.82% of \$690,000)	<u>\$171,258</u>
TOTAL:	\$690,000

and that based upon said ratio, State financial participation for this Project (referred to herein as the Non-Federal share) shall be limited to a maximum of \$171,258, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$690,000) as authorized by City Council.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1991.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Exhibit "A" and Minority Business Enterprises Provisions attached to this Agreement read as follows:

Exhibit "A".

Intermittent Resurfacing Program -- 1988.

Traffic Signal Modernization.

North Area.

1. Broadway at Irving Park Road;

2. Division Street at Western Avenue;
3. Division Street at Rockwell Street;
4. Milwaukee Avenue at Bryn Mawr Avenue;
5. Milwaukee Avenue, Austin Avenue/Ardmore Avenue;
6. Elston Avenue at Cortland Street.

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS
FOR ACQUISITION OF EAST 47TH STREET RIGHT OF WAY
BETWEEN SOUTH RACINE AVENUE AND
SOUTH LAKE PARK AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois, in the amount of \$65,000.00 for the acquisition of the right-of-way along East 47th Street between South Racine Avenue and South Lake Park Avenue.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the right-of-way acquisition of 47th Street between Racine Avenue and Lake Park Avenue described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows
Section 3 of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement

For Right-Of-Way Acquisition.

47th Street (F.A.U. 1489)

Between Racine Avenue And Lake Park Avenue.

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve 47th Street, between Racine Avenue and Lake Park Avenue, hereinafter referred to as the "Project"; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1985), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the right of way acquisition required for said Project; and

Whereas, the City has completed the preliminary (Phase I) engineering for the Project and is desirous of proceeding with the right of way acquisition therefore; and

Whereas, under the federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the acquisition of right of way for the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, surveys, plans, plats, legal description and estimates of cost for the right of way acquisition required for said Project.
4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right of way necessary for the Project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Titles II and III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Title II and III requirements of the aforesaid Act.
5. To finance the acquisition pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To retain all Project records and to make them available for audit by State and Federal auditors during the right of way acquisition stage, and for a period of three (3) years after final acceptance of the Project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

7. That all prior Agreements, or portions thereof, between the City and the State which refer to the right of way acquisition for the construction of this Project are null and void as of the date of this Agreement.
8. That the estimated costs of the right of way acquisition for the Project is \$65,000, and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the acquisition will be:

Federal-Aid Share (F.A.U.) (75.18% of \$65,000)	\$48,867
Non-Federal Share (State) (24.82% of \$65,000)	<u>\$16,133</u>
TOTAL:	\$65,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$16,133, with any non-federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

9. That the City shall be responsible for 100% of any right of way acquisition costs not eligible for federal or state participation.
10. That standard federal-aid procedures and requirements shall apply to all phases of this Project.
11. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not increase the total cost of the Project (\$65,000) as authorized by City Council.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and the "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps,

in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR IMPROVEMENT OF SOUTH
CALIFORNIA AVENUE BETWEEN
WEST ROOSEVELT ROAD
AND WEST FULTON
STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$4,000,000.00 for the improvement of South California Avenue between West Roosevelt Road and West Fulton Street.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of California Avenue between Roosevelt Road and Fulton Street described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Improvement Of California Avenue (F.A.U. 2839)

Between Roosevelt Road And Fulton Street.

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Job No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve California Avenue between Roosevelt Road and Fulton Street, hereinafter referred to as the "Project" and identified in paragraph 12 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1985), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this Project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Titles II and III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform

audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.

5. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
6. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
7. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
8. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 7 and 11 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
9. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Projects.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
12. That said Project generally consists of the reconstruction and resurfacing of California Avenue between Roosevelt Road and Fulton Street. The existing driving surface will be removed. The pavement base will be repaired or reconstructed as necessary and a new driving surface will be applied. The intersections of California Avenue with Roosevelt Road, with Madison Street and with Jackson Boulevard will be improved by throat widening.

Traffic signals will be modernized at the intersections of California Avenue with Roosevelt Road, Congress Parkway, Van Buren Street, Adams Street, Jackson Boulevard, Madison Street, Warren Boulevard and Washington Boulevard.

Curbs, gutters and sidewalks will be repaired or replaced as necessary. Sidewalk ramps for the handicapped and pavement markings will be provided. Drainage structures and other utilities will be adjusted as necessary and all other appurtenances necessary to complete the project will be provided.

13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.

14. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction \$2,450,000

Force Account Construction \$1,300,000

Construction Engineering/Supervision \$250,000

TOTAL: \$4,000,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (F.A.U.)

(75.18% of \$4,000,000) \$3,007,200

Non-Federal Share (State)

(24.82% of \$4,000,000) \$992,800

TOTAL: \$4,000,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$992,800 with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

15. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
16. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
17. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$4,000,000) as authorized by the City Council.

18. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by June 1, 1989.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR IMPROVEMENT OF CHICAGO
TRANSIT AUTHORITY CUMBERLAND
AVENUE STATION, PARK AND
RIDE FACILITY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$325,000.00 for the preliminary engineering pertaining to the improvement of the Chicago Transit Authority Cumberland Avenue Station, Park and Ride Facility.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the preliminary engineering for the improvement of the Cumberland Avenue Chicago Transit Authority Station, Park and Ride Facility described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Demonstration Project To Be Funded Under

Section 149, Subsection (30) Of The Federal-Aid Highway Act Of 1987.

Preliminary Engineering For The Improvement Of

The Cumberland Avenue Chicago Transit Authority Station,

Park And Ride Facility.

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Job No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1985), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of the Cumberland Avenue Chicago Transit Authority Station, Park and Ride Facility, hereinafter called the "Project"; and

Whereas, the City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design report covering the improvement, and to prepare, or cause to be prepared utility adjustments, right of way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, certain funds have been appropriated for said Preliminary Engineering under Section 149, subsection (30) of the Federal-Aid Highway Act of 1987; and

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, under the federal regulation, certain written agreements for the Projects may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the Preliminary Engineering of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required public hearings, prepare the required environmental studies and prepare the final design reports, perform the engineering for the necessary right of way acquisition and the relocations and/or adjustment of city-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the Project, all of which is considered to be Preliminary Engineering.
4. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
5. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
6. That failure on the part of the City to fulfill the responsibilities assigned in paragraph 5 of this Agreement may render the City ineligible for future federal

participation in projects for which the City has similar responsibilities, until such failures are corrected.

7. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Projects.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

8. That all prior agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering of the Project are superseded by this Agreement.
9. That the estimated costs of the Project covered and described by this Agreement are:

Cumberland Avenue Chicago Transit Authority Station,
Park & Ride Facilities.

Federal Project Number _____

Preliminary Engineering\$325,000

and that based upon the agreed upon ratio of Federal to Non-Federal (State) funds for said Preliminary Engineering the proportional participation for the Project will be:

Federal Aid Share (Demonstration Funds)
(80% of \$325,000)\$260,000

Non-Federal Share (State)
(20% of \$325,000)\$65,000

TOTAL: \$325,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$65,000 with any Non-Federal Share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

10. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
11. That standard federal-aid procedures and requirements shall apply to all phases of the Project.

12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Projects (\$325,000) as authorized by City Council.
13. That this Agreement and the covenants contained herein shall be void ab initio in the event the Preliminary Engineering work contemplated herein is not underway by December 1, 1990.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and the "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR RESURFACING OF VARIOUS
RESIDENTIAL STREETS WITHIN 1988
INTERMITTENT RESURFACING
PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$10,800,000.00 for resurfacing of various residential streets within the 1988 Intermittent Resurfacing Program.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the resurfacing of various residential streets, described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

*Residential Street Resurfacing -- 1988.**North Area (1)**City Section No.:**State Job No.:**D.P.W. Project No.:**North Area (2)**City Section No.:**State Job No.:**D.P.W. Project No.:**Central Area (1)**City Section No.:**State Job No.:**D.P.W. Project No.:**Central Area (2)**City Section No.:**State Job No.:**D.P.W. Project No.:**South Area (1)*

City Section No.:

State Job No.:

D.P.W. Project No.:

South Area (2)

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1985), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with the street resurfacing projects identified in Exhibits "A" through "F";

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for the resurfacing improvements identified in Exhibits "A" through "F" and to submit same for approval by the State.

Said resurfacing improvements identified in Exhibits "A" through "F" herein to include the following work:

- (a) Using a Heat-In-Place Recycling Machine and/or a Milling Machine, rejuvenation and/or removal of the existing asphalt to a depth not to exceed 4 inches.
 - (b) Resurfacing of the recycled or milled area using bituminous concrete.
 - (c) Reconstruction of concrete curb, concrete gutter or combination concrete curb and gutter.
 - (d) Adjustment of drainage structures.
 - (e) Removal and replacement of deteriorated base where designated by the Engineer, using Portland cement concrete as replacement material.
- 2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, which are necessary as part of the resurfacing improvements and to perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs.
 - 3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary force account construction and construction engineering/supervision all in accordance with established procedures of the City and the State.
 - 4. To finance the work pending progressive reimbursement by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of said resurfacing improvements identified in Exhibits "A" through "F".
 - 5. To pay any costs in excess of the State's limiting amount, established in paragraph 7 or otherwise provided for by amendment to this Agreement.
 - 6. To retain all project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The State Agrees:

- 7. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$10,800,000, described in paragraph 7, for the resurfacing improvements upon receipt of billing supported by documentation as required by the State.
- 8. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That the estimated costs of the Project covered and described by this agreement are:

North Area (1)

D.P.W. Project Number _____

Wards: 39, 40, 41, 45, 46, 48, 49, 50

(See Exhibit "A").

Contract Construction	\$1,543,000
Force Account Construction	\$30,000
Construction Engineering/Supervision	<u>\$155,000</u>
TOTAL:	\$1,728,000

North Area (2)

D.P.W. Project Number _____

Wards: 30, 32, 33, 35, 36, 38, 43, 44, 47

(See Exhibit "B").

Contract Construction	\$1,740,000
Force Account Construction	\$30,000
Construction Engineering/Supervision	<u>\$174,000</u>
TOTAL:	\$1,944,000

Central Area (1)

D.P.W. Project Number _____

Wards: 1, 26, 27, 28, 29, 31, 37, 42

(See Exhibit "C").

Contract Construction	\$1,543,000
Force Account Construction	\$30,000
Construction Engineering/Supervision	<u>\$155,000</u>
TOTAL:	\$1,728,000

Central Area (2)

D.P.W. Project Number _____

Wards: 2, 4, 11, 12, 22, 23, 24, 25

(See Exhibit "D").

Contract Construction	\$1,543,000
Force Account Construction	\$30,000
Construction Engineering/Supervision	<u>\$155,000</u>
TOTAL:	\$1,728,000

South Area (1)

D.P.W. Project Number _____

Wards: 3, 5, 13, 14, 15, 16, 17, 20

(See Exhibit "E").

Contract Construction	\$1,543,000

Force Account Construction \$30,000
Construction Engineering/Supervision \$155,000
TOTAL: \$1,728,000

South Area (2)

D.P.W. Project Number _____

Wards: 6, 7, 8, 9, 10, 18, 19, 21, 34

(See Exhibit "F").

Contract Construction \$1,740,000
Force Account Construction \$30,000
Construction Engineering/Supervision \$174,000
TOTAL: \$1,944,000

10. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July, 1991.
11. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
12. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$10,800,000) as authorized by the City Council.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions and Exhibits "A" through "F" attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

Exhibit "A".

U-8-026

1988 I.D.O.T. Residential Street Resurfacing.

N-1

Street	From	To
39th Ward		
Keystone	Montrose	Wilson
Hiawatha	Cicero	Forest Glen
Forest Glen	Kercheval	Peterson
Monticello	Lawrence	Ainslie
Christiana	Bryn Mawr	Ardmore
Alternates		
Sauganash	Keene	Kostner
Wilson	St. Louis	Central Park
Monticello	Argyle	Carmen
Christiana	Foster	Balmoral
40th Ward		
Hollywood	Western	Washtenaw
Summerdale	Leavitt	Hoyne
Paulina	Foster	Bryn Mawr
Richmond	Bryn Mawr	Ardmore
Alternate		
Summerdale	Hoyne	Damen

41st Ward

Newark	Raven	Hayes
Myrtle	Harlem	Oriole
Newark	Northwest Highway	Raven
Nicolet	Hobart	Nina

45th Ward

Berenice	Cicero	Lavergne
Windsor	Lavergne	Leclaire
Sunnyside	Lavergne	Milwaukee
Agatite	Milwaukee	Lockwood
Pensacola	Lavergne	Laramie
Cullom	Cicero	Milwaukee

Alternates

Lockwood	Montrose	Agatite
Pensacola	Cicero	Lamon

46th Ward

Greenview	Cullom	Montrose
Buena	Clarendon	Broadway
Brompton	Pine Grove	Marine
Pine Grove	Cornelia	Waveland

Bosworth

Addison

Grace

Alternates

Clifton

Broadway

Wilson

Cullom

Clark

Ashland

48th Ward

Thorndale

Broadway

Glenwood

Magnolia

Ridge

Early

Victoria

Wayne

Broadway

Glenwood

Argyle

Foster

Gunnison

Broadway

Magnolia

Winona

Marine Drive

Sheridan

Glenwood

Ridge

Elmdale

Alternate

Magnolia

Early

Thorndale

49th Ward

Rosemont

Broadway

Clark

Birchwood

Greenview

Ashland

Thome

Glenwood

Greenview

Wayne

Granville

Rosemont

Wayne

Devon

Arthur

Pratt

Sheridan

Dead End

Alternates

Columbia	Sheridan Road	Dead End
Estes	Glenwood	Greenview
Birchwood	Sheridan Road	Greenview

50th Ward

Albany	Devon	Albion
Whipple	Devon	Granville
Fitch	Rockwell	California
Greenleaf	Rockwell	California
Mozart	Devon	Albion

Alternate

Rockwell	Granville	Devon

*Exhibit "B".**U-8-027**1988 I.D.O.T. Residential Street Resurfacing.**N-2*

Street	From	To
	30th Ward	
Drummond Place	Cicero	Linder

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13635

Latrobe	Belden	Fullerton
Latrobe	Belden	Palmer
Deming Place	Long	Lockwood

Alternate

Deming Place	Lockwood	Leclaire

32nd Ward

Cortez	Damen	Western
Oakley	Milwaukee	Armitage
Superior	Wood	Damen
Marshfield	Chicago	Iowa
Honore	Augusta	Thomas
Fletcher	Damen	Dead End

33rd Ward

Mozart	Fullerton	Logan
Oakley	Oakdale	Belmont
Richmond	Nelson	Fletcher
George	Albany	Kedzie
Francisco	Diversey	George
Albany	Schubert	Diversey

Richmond

Milwaukee

Altgeld

35th Ward

Dakin

Springfield

Pulaski

Lawndale

School

Roscoe

Bernard

Elston

Irving Park Road

Warwick

Kilpatrick

Cicero

Christiana

Elston

Addison

Harding

Wrightwood

Schubert

St. Louis

Byron

Irving Park Road

Bernard

Berteau

Cullom

Melrose

Karlo

Keeler

Alternates

Ridgeway

Byron

Irving Park Road

Melrose

Kimball

Drake

36th Ward

Meade

George

Diversey

New England

North

Cortland

McVicker

Fullerton

Belden

Monitor

Diversey

Wrightwood

Natchez

Wabansia

Bloomingdale

Oriole

Belmont

Roscoe

Alternates

Sayre	Grand	Medill
Menard	Altgeld	Wrightwood

38th Ward

Neva	Addison	Byron
Mason	Irving Park Road	Berteau
Belle Plaine	Marmora	Austin
Cuyler	Laramie	Long
Marmora	Berteau	Montrose

Alternates

Marmora	Belle Plaine	Berteau
Nordica	Addison	Waveland

43rd Ward

Cleveland	Webster	Fullerton
Hampden Court	Wrightwood	Diversey
Draper	Racine	Dead End
Lill	Sheffield	Racine
Kenmore	Armitage	Maud
Dickens	Dayton	Sheffield

Alternates

Commonwealth

Belden

Fullerton

Sedgwick

Armitage

Maud

44th Ward

Reta

Cornelia

Addison

Lakewood

Addison

Grace

Pine Grove

Diversey

Surf

Oakdale

Broadway

Clark

Fletcher

Sheffield

Clark

Aldine

Clark

Halsted

Waveland

Clark

Southport

Alternates

Buckingham

Halsted

Clark

Aldine

Lake Shore Drive

Broadway

47th Ward

Paulina

Wilson

Lawrence

Oakley

Ainslie

Foster

Giddings

Oakley

Damen

Waveland

Leavitt

Damen

Alternate

Berenice

Western

Campbell

*Exhibit "C".**U-8-028**1988 I.D.O.T. Residential Street Resurfacing.**C-1*

Street	From	To
1st Ward		
Ohio	Racine	May
Benton Place	State	Wabash
14th Place	Wood	Ashland
Green	Monroe	Adams
Marshfield	Grand	Ohio
Hermitage	Kinzie	Ferdinand
Ontario	Paulina	Ashland
Superior	Wood	Ashland
Alternate		
Huron	Wood	Ashland
26th Ward		
Maplewood	Potomac	Hirsch

Paulina	Cortez	Division
Hermitage	Cortez	Division
Evergreen	Rockwell	California
Crystal	Rockwell	California
Richmond	Grand	Augusta
Washtenaw	Chicago	Iowa

Alternate

Artesian	Hirsch	Le Moyne

27th Ward

Congress Parkway	Western	Ashland
Congress Parkway	California	Sacramento

28th Ward

Fulton	Kostner	Kenton
Fulton	Kilpatrick	Cicero
Adams	Cicero	Lavergne
Maypole	Keeler	Kildare
Lexington	Hamlin	Pulaski

Alternate

Taylor	Hamlin	Dead End

29th Ward

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13641

Crystal	Central	Long
Long	Madison	Lake
Menard	West End	Corcoran
Massasoit	Chicago	Augusta
Alternate		
Adams	Parkside	Austin
	31st Ward	
Drake	North	Armitage
Spaulding	Bloomington	Armitage
Harding	Thomas	Potomac
Medill	Kimball	Central Park
Alternate		
Hamlin	Armitage	Palmer
	37th Ward	
Lamon	Ohio	Kinzie
Kinzie	Lockwood	Central
Erie	Leclaire	Lavergne
Kinzie	Cicero	Lavergne
Lamon	Washington	Maypole

Alternate

Lamon

Lake

Maypole

42nd Ward

McClurg Court

Grand

Ohio

St. Clair

Illinois

Superior

Astor

Goethe

Division

Fairbanks

Erie

Ontario

Chestnut

Cambridge

Hudson

Locust

Cambridge

Hudson

Superior

Michigan

Fairbanks

Alternate

Scott

State

Lake Shore
Drive

Exhibit "D".

U-8-029

1988 I.D.O.T. Residential Street Resurfacing.

Street	From	To
	2nd Ward	
Prairie	33rd Street	35th Street
Rhodes	35th Street	37th Street
33rd Place	King Drive	Cottage Grove Drive
34th Street	Michigan	Indiana
33rd Street	King Drive	Indiana
	4th Ward	
Bowen	Vincennes	Cottage Grove
Kenwood	48th Street	49th Street
46th Street	Woodlawn	Lake Park
50th Place	Vincennes	Washington Court
50th Place	St. Lawrence	Cottage Grove
50th Street	King Drive	St. Lawrence
	11th Ward	
Parnell	37th Street	39th Street
Keeley	Archer	31st Street
50th Street	Union	Halsted
Canal	31st Street	33rd Street
35th Place	Halsted	Morgan

12th Ward

Mozart	43rd Street	47th Street
Troy	Archer	47th Street
34th Place	Western	Campbell
34th Street	Western	Campbell
Spaulding	51st Street	52nd Street

Alternates

Spaulding	52nd Street	53rd Street
Sawyer	51st Street	53rd Street

22nd Ward

Francisco	24th Street	26th Street
Keeler	24th Street	27th Street
23rd Street	Marshall Boulevard	Kedzie
Avers	27th Street	30th Street

Alternates

Keeler	28th Street	30th Street
Troy	26th Street	28th Street

23rd Ward

Keating	53rd Street	Dead End
Kilpatrick	Archer	R.R. Tracks

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13645

Knox	Archer	53rd Street
53rd Street	Keating	Knox
48th Street	Kildare	Pulaski
48th Street	Kostner	Kolin
49th Street	Kostner	Kolin
49th Street	Karlov	Pulaski
Alternate		

49th Street	Kildare	Karlov

24th Ward

Albany	Arthington	Flournoy
Troy	Cermak	Dead End
Flournoy	Albany	Spaulding
Harding	14th Street	16th Street
Avers	16th Street	18th Street
Alternate		

Harding	16th Street	19th Street

25th Ward

17th Street	Loomis	Laflin
Fairfield	18th Street	19th Street
21st Place	Wood	Paulina
Cullerton	Wood	Paulina

19th Street	Throop	Loomis
19th Street	Peoria	Sangamon
19th Place	Union	Halsted
19th Street	Leavitt	Oakley
18th Place	Hoyne	Damen
17th Street	Wood	Paulina

Exhibit "E".

U-8-030

1988 I.D.O.T. Residential Street Resurfacing.

S-1

Street	From	To
	3rd Ward	
Wabash	50th Street	51st Street
Wabash	Garfield	59th Street
45th Street	King Drive	Vincennes
45th Street	King Drive	Vincennes
46th Place	King Drive	Vincennes
46th Place	Vincennes	St. Lawrence
46th Street	Vincennes	St. Lawrence

5th Ward

Ridgeland	73rd Street	74th Street
Coles	71st Street	73rd Street
69th Street	Jeffery	Merrill
73rd Place	Exchange	Cul-de-sac
59th Street	Stony-Island	Harper
Paxton	72nd Street	73rd Street
Merrill	74th Street	75th Street
Oglesby	72nd Street	73rd Street
56th Street	Dorchester	Blackstone

Alternates

56th Street	Kenwood	Dorchester
70th Street	South Shore Drive	Crandon

13th Ward

63rd Place	Pulaski	Central Park
64th Street	Pulaski	Central Park
64th Place	Hamlin	Central Park

Alternates

64th Place	Pulaski	Hamlin
65th Street	Pulaski	Lawndale

14th Ward

Washtenaw	63rd Street	65th Street
Fairfield	51st Street	52nd Street
Richmond	51st Street	56th Street
Troy	57th Street	59th Street

Alternate

Troy	55th Street	57th Street

15th Ward

Laflin	52nd Street	53rd Street
Justine	52nd Street	53rd Street
Wolcott	Garfield	56th Street
Honore	Garfield	56th Street
Wood	63rd Street	65th Street
Honore	69th Street	70th Street
Bell	Marquette	69th Street
Marshfield	72nd Street	73rd Street

Alternates

Marshfield	64th Street	65th Street
Seeley	57th Street	58th Street

16th Ward

Peoria	68th Street	69th Street
Peoria	59th Street	60th Street
May	69th Street	71st Street
Bishop	Marquette	68th Street
Emerald	65th Street	66th Street
Harvard	63rd Street	(64) Dead End
Carpenter	69th Street	70th Street
64th Street	Stewart	Yale
65th Street	Aberdeen	Racine

17th Ward

Bishop	76th Street	79th Street
Paulina	77th Street	79th Street
Hermitage	77th Street	79th Street
Yale	75th Street	76th Street
Wood	77th Street	79th Street

20th Ward

Eberhart	64th Street	65th Street
Ingleside	66th Street	67th Street
Eberhart	67th Street	South Chicago
Dante	70th Street	71st Street
University	63rd Street	67th Street
Dante	63rd Street	64th Street
Wabash	60th Street	61st Street

60th Street

Michigan

Indiana

Alternates

60th Street

Indiana

Calumet

Evans

64th Street

65th Street

*Exhibit "F".**U-8-031**1988 I.D.O.T. Residential Street Resurfacing.*

S-2

Street

From

To

6th Ward

Rhodes

71st Street

75th Street

Calumet

71st Street

75th Street

Prairie

71st Street

73rd Street

Alternate

Prairie

73rd Street

75th Street

7th Ward

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13651

Marquette	79th Street	83rd Street
Saginaw	80th Street	83rd Street
Phillips	83rd Street	84th Street
Coles	81st Street	83rd Street

Alternates

Coles	79th Street	81st Street
80th Street	Commercial	Coles

8th Ward

Avalon	93rd Street	94th Street
Paxton	79th Street	South Chicago
84th Place	Blackstone	Stony Island
Luella	87th Street	89th Street

Alternate

Crandon	87th Street	89th Street

9th Ward

Calumet	107th Street	109th Street
Forest	103rd Street	107th Street
125th Place	Eggleson	R.R. Tracks
Perry	123rd Street	124th Street
125th Place	State	Perry

Alternate

Peoria

127th Street

Vermont

10th Ward

Buffalo

131st Street

136th Street

136th Street

Buffalo

Brainard

Houston

95th Street

97th Street

Houston

130th Street

132nd Street

Alternate

Houston

132nd Street

Brainard

18th Ward

Kostner

86th Street

87th Street

Washtenaw

79th Street

83rd Street

Talman

79th Street

83rd Street

Maplewood

79th Street

81st Street

Alternates

Maplewood

81st Street

R.R. Tracks

Homan

79th Street

80th Street

19th Ward

Charles

95th Street

99th Street

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13653

Damen	94th Street	95th Street
110th Place	Campbell	Rockwell
Avers	107th Street	108th Street
106th Street	Claremont	Hoyne

21st Ward

Racine	101st Street	102nd Street
102nd Place	State	Michigan
Givins Court	85th Street	Vincennes
Green	85th Street	86th Street
Parnell	89th Street	90th Street
Hermitage	88th Street	(90th) Railroad
97th Place	Racine	Vincennes
Lowe	101st Street	103rd Street

Alternate

Indiana	101st Street	103rd Street

34th Ward

Peoria	117th Street	119th Street
104th Street	Racine	Aberdeen
Normal	116th Street	117th Street
Wallace	116th Street	117th Street
Stewart	114th Street	115th Street

112th Place	Loomis	Racine
Eggleston	117th Street	119th Street
Alternates		
Lowe	119th Street	120th Street
Wallace	119th Street	120th Street

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS
FOR MODERNIZATION OF TRAFFIC SIGNALS AT VARIOUS
SOUTH SIDE LOCATIONS WITHIN 1988 INTERMITTENT
RESURFACING PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$805,000.00 necessary for the modernization of traffic signals at various south side locations in conjunction with the 1988 Intermittent Resurfacing Program.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the modernization of traffic signals at various locations associated with the 1988 Intermittent

Resurfacing Program described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3 of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Modernization Of Traffic Signals

At Various Locations Associated With

The 1988 Intermittent Resurfacing Program -- South.

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to modernize various traffic signals

associated with the 1988 Intermittent Resurfacing Program, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and to provide or cause to be provided all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.

7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the modernization of various traffic signals associated with the 1988 Intermittent Resurfacing Program and identified in Exhibit "A" of this Agreement. The existing traffic signals will be removed and replaced with new signals or modified to conform to existing recommendations and agreements of the Illinois Manual of Uniform Traffic Control Devices. This Project will also include the removal of existing traffic signal "B"-Bases at any of the project locations.
12. That all prior agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are as follows:

Contract Construction	\$700,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$805,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (F.A.U.)	
(75.18 % of \$805,000)	\$605,199

Non-Federal Share (State)
(24.82 % of 805,000) \$199,801

TOTAL: \$805,000

and that based upon said ratio, State financial participation for this Project (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$199,801, with any Non-Federal Share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard federal-aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$805,000) as authorized by the City Council.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1991.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the "City" and "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions and Exhibit "A" attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this Agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this

Agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

Exhibit "A".

Intermittent Resurfacing Program -- 1988

Traffic Signal Modernization

South Area.

1. Jefferson Street at Taylor Street;
2. State Street at Pershing Road;
3. 16th Street at Homan Avenue;
4. 16th Street at Hamlin Avenue;
5. 47th Street at Wood Street;
6. 83rd Street at Yates Boulevard;
7. 93rd Street at Jeffery Avenue.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR PARTIAL RECONSTRUCTION OF
MONROE STREET VIADUCT WEST OF
CHICAGO RIVER.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$4,530,000.00 necessary for partial reconstruction of the Monroe Street viaduct located west of the Chicago River.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the reconstruction of the Monroe Street viaduct west of the Chicago River described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

*The Partial Reconstruction Of The
Monroe Street Viaduct (F.A.U. 1420)
West Of The Chicago River.*

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to reconstruct the Monroe Street viaduct west of the Chicago River hereinafter referred to as the "Project" and identified in paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential interstate highway routes from the interstate system for substitute highway or non-highway public mass transit project; and

Whereas, the State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State to let and award the contract for the Project, and to provide or cause to be provided all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill its responsibilities assigned in paragraphs 6 and 9 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the partial reconstruction of the Monroe Street viaduct west of the Chicago River.

This Project includes removal and replacement of the existing viaduct deck, superstructure and supporting columns and beams. The existing grade beam and subpier foundations will be incorporated into the new structure. To help protect against deterioration, extra concrete cover along with watertight expansion joints will be added.

The approach roadway will be widened and reconstructed to match the viaduct roadway. Streetcar rails embedded in the viaduct and roadway pavement will be removed and electrical cables will be installed. Roadway lighting will be replaced. Traffic signals at the Monroe/Canal Street intersection will be relocated to accommodate the street widening. Vaulted sidewalk areas will be filled. Curbs, gutters and sidewalks will be replaced and sidewalk ramps for the handicapped will be provided. Utility adjustments will be made. Pavement markings and all other appurtenances necessary to complete this project will also be provided.

Repairs will also be made to the adjacent Monroe Street Bridge over the Chicago River as a part of this Project.

12. That all prior agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are as follows:

Contract Construction	\$3,300,000
Force Account Construction	\$900,000
Construction Engineering/Supervision	<u>\$330,000</u>
TOTAL:	\$4,530,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for interstate substitution projects the proportional participation for the Project will be:

Federal-Aid Share (IX)	
(85% of \$4,530,000).....	\$3,850,500
Non-Federal Share (State)	
(15% of \$4,530,000).....	<u>\$679,500</u>
TOTAL:.....	\$4,530,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$679,500, with any Non-Federal Share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard federal-aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$4,530,000) as authorized by the City Council.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1990.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program:

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR IMPROVEMENT OF SOUTH CENTRAL
PARK AVENUE BETWEEN WEST POLK STREET
AND WEST FRANKLIN BOULEVARD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$2,415,000.00 for the improvement of South Central Park Avenue between West Polk Street and West Franklin Boulevard.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Central Park Avenue between Polk Street and Franklin Boulevard described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Improvement Of Central Park Avenue (F.A.U. 2821)

Between Polk Street And Franklin Boulevard.

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Central Park Avenue between Polk Street and Franklin Boulevard, hereinafter referred to as the "Project" and described in paragraph 12 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential interstate highway routes from the interstate system for substitute highway or non-highway public mass transit project; and

Whereas, the State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and/or to provide or cause to be provided, contract construction, force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs and to prepare a complete and accurate breakdown of costs of said Project financed by the City.
6. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 9 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the Parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and the State.
11. That said Project generally consists of the improvement of Central Park Avenue between Polk Street and Franklin Boulevard.

The existing driving surface will be removed. The pavement base will be repaired or reconstructed as necessary and a new driving surface will be applied. At Washington Boulevard, Central Park Drive will be realigned along with the roadways serving the property east of Conservatory Drive and north and south of the railroad which will be realigned and connected to Conservatory Drive proper.

The intersections of Central Park Boulevard with Jackson Boulevard, with Madison Street, and with Franklin Boulevard will be improved by throat

widening to provide exclusive left turn lanes. Traffic signals will be modernized at the intersections of Central Park Avenue with Polk Street, with Harrison Street, with Congress Parkway, with Jackson Boulevard, with Madison Street, with Washington Boulevard, and with Franklin Boulevard. Curbs, gutters and sidewalks will be repaired or reconstructed as necessary within the Project limits. Sidewalk ramps for the handicapped and pavement markings will be provided, existing drainage structures at crosswalks will be relocated away from the crosswalk. Utilities will be adjusted and all other appurtenances necessary to complete this Project will also be provided.

12. That all prior agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are as follows:

Contract Construction.....	\$1,300,000
Force Account Construction.....	\$800,000
Construction Engineering/Supervision.....	<u>\$315,000</u>
TOTAL:.....	\$2,415,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for interstate road substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (F.A.U.)	
(85% of \$2,415,000).....	\$2,052,750
Non-Federal Share (State)	
(15% of \$2,415,000).....	<u>\$362,250</u>
TOTAL:.....	\$2,415,000

and that based upon said ratios, State financial participation (referred to herein as the Non-Federal Share (State)) shall be limited to a maximum of \$362,250, for the entire project, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$2,415,000) as authorized by the City Council.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1991.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In-Witness Whereof, the "City" and "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR RESIDENTIAL STREET RESURFACING
AT VARIOUS LOCATIONS UNDER 1987
"BUILD ILLINOIS BOND FUND
PROGRAM".

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$800,000.00, providing for residential street resurfacing at various locations under the 1987 "Build Illinois Bond Fund Program".

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for residential street resurfacing at various locations under the 1987 "Build Illinois Bond Fund Program", (Section 1-6.14) described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Residential Street Resurfacing

At Various Locations Under The 1987 "Build Illinois

Bond Fund Program" (Section 1-6.14).

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to design and construct the improvement of residential streets at various locations, hereinafter referred to as the "Project", as identified in Exhibit "A", and described in paragraph 10 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design report covering the improvement, and to prepare, or to cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which is hereafter referred to as "Preliminary Engineering"; and

Whereas, certain funds have been appropriated from the Build Illinois Bond Fund (Public Act 84-110) to the Illinois Department of Transportation; and

Whereas, the State and the City have concurred that the Project qualifies for the use of such funds;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the preliminary engineering, contract construction, force account construction, construction engineering/supervision and railroad force account construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State.

Now Be It Therefore Resolved, The City Agrees:

2. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required public hearings, make the environmental assessments and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the Project, all of which is considered to be "Preliminary Engineering".
3. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all rights-of-way necessary for this Project. Prior to the City's advertising for bids, the City will certify to the State that all necessary rights-of-way has been obtained in accordance with established policies and procedures of the State.
4. Upon approval from the State, to let and award the contract for the Project, and to provide or cause to be provided all force account construction, construction engineering/supervision and railroad force account construction all in accordance with established procedures of the City and the State.
5. To finance the work pending progressive reimbursement by the State of the costs involved.
6. To comply with all applicable executive orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

8. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That said Project generally consists of residential street resurfacing and curb repairs at various locations, as identified in Exhibit "A" of this Agreement.

The existing driving surfaces will be removed. The pavement base will be repaired or replaced as necessary, and new driving surfaces will be applied. Deteriorated sections of curb and gutter will be reconstructed, and sidewalk ramps for the handicapped will be provided. Drainage structures will be adjusted, and all other appurtenances necessary to complete the Project will be provided.

11. That all prior agreements or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
12. That the estimated costs of the Project covered and described by this Agreement are:

Preliminary Engineering	\$13,000
Contract Construction	\$730,000
Force Account Construction	\$7,000
Construction Engineering/Supervision	<u>\$50,000</u>
TOTAL:	\$800,000

and that 100% of the actual final cost will be paid from the Build Illinois Bond Fund up to a maximum of \$800,000, with any cost in excess of that amount to be paid by the City, or otherwise provided by Amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for payment from the Build Illinois Bond Fund.
14. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$800,000) as authorized by City Council.

15. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1990.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions and Exhibit "A" attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

*Exhibit "A".**1987 "Build Illinois" Bond Fund.**Residential Street Resurfacing.*

Street	From	To
Harding	Armitage	Cortland
	Cortland	Soo Line R.R. (1800 N.)
	Soo Line R.R. (1800 N.)	Wabansia
	Wabansia	North Avenue
Lawndale	Armitage	Cortland
	Cortland	Soo Line R.R. (1800 N.)
	Soo Line R.R. (1800 N.)	Wabansia
	Wabansia	North Avenue
Keystone	Soo Line R.R. (1800 N.)	Cortland
	Cortland	Armitage
Springfield	Elston	Cullom
Hamlin	Cullom	Berteau
Lawndale	School	Belmont

Street	From	To
Byron	Lawndale	Monticello
	Monticello	Central Park
Waveland	Spaulding	Sawyer
	Sawyer	Kedzie
Grace	Keeler	Tripp
	Tripp	Kildare

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR IMPROVEMENT OF PORTION OF
63RD STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$3,913,000.00 for the improvement of 63rd Street, from South Wallace Street to a point west of South Dr. Martin Luther King, Jr. Drive.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of 63rd Street from Wallace Street to west of Martin Luther King Drive described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Improvement Of 63rd Street (F.A.U. 1519)

From Wallace Street To West Of Martin Luther King Drive.

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve 63rd Street, from Wallace Street to west of Martin Luther King Drive, hereinafter referred to as the "Project" and identified in paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1985), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the construction engineering/supervision, force account construction, railroad force account construction and contract construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State to let and award the contract for the Project, and to provide or cause to be provided all railroad force account construction, force account construction and construction engineering/supervision, all in

accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs and to prepare a complete and accurate breakdown of costs of said Project financed by the City.
6. To comply with all applicable executive orders and federal highway acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill its responsibilities assigned in paragraphs 6 and 9 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the improvement of 63rd Street from Wallace Street to west of Martin Luther King Drive.

South Wallace Street and South Stewart Avenue will be replaced and a new driving surface will be applied.

Vertical clearances will be improved under the Chicago and Western Indiana Railroad Company viaduct (between Wallace Street and Normal Boulevard), under the Consolidated Rail Corporation viaducts and the Rock Island Railroad Company viaduct (between Wentworth Avenue and State Street), and under the Consolidated Rail Corporation viaduct (on the south leg of State Street at 63rd Street). The intersections of West 63rd Street and Normal Boulevard, with State Street and with Indiana Avenue will be improved by realignment.

Traffic signals will be modernized at the intersections of 63rd Street with Normal Boulevard, with Stewart Avenue, with Yale Avenue, with Wentworth

Avenue and with State Street. Traffic signals at the intersection of 63rd Street with Indiana Avenue will be removed.

Curbs, gutters, sidewalks and driveways will be repaired or reconstructed as necessary and sidewalk ramps for the handicapped, pavement markings and landscaping will be provided. Utilities will be adjusted and all other appurtenances necessary to complete this Project will also be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are as follows:

Highway

Contract Construction.....	\$2,630,000
Force Account Construction.....	\$750,000
Construction Engineering/Supervision.....	<u>\$263,000</u>
TOTAL.....	\$3,643,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX)	
(85% of \$3,643,000).....	\$3,096,550
Non-Federal Share (State)	
(15% of \$3,643,000).....	<u>\$546,450</u>
TOTAL.....	\$3,643,000

Sewer

Contract Construction.....	\$245,700
Construction Engineering/Supervision.....	<u>\$24,300</u>
TOTAL.....	\$270,000

and that based upon the current ratio of Federal to Non-Federal (State) and (City) participation for this project, the estimated proportional participation for the Sewer portion of the project will be:

Federal-Aid Share (IX)	
(76.50% of \$270,000).....	\$206,550
Non-Federal Share (State)	
(12.73% of \$270,000).....	\$34,371
Non-Federal Share (City)	
(10.77% of \$270,000).....	<u>\$29,079</u>
TOTAL:.....	\$270,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share (State) shall be limited to a maximum of \$580,821, for the entire project, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard federal-aid procedures and requirements shall apply to all phases of this Project.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1991.
17. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$3,913,000) as authorized by the City Council.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and the "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR RECONSTRUCTION OF EAST
OAKWOOD BOULEVARD BRIDGE OVER
NORTH LAKE SHORE DRIVE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$2,300,000.00 for the reconstruction of the East Oakwood Boulevard Bridge over North Lake Shore Drive.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the reconstruction of the East Oakwood Boulevard Bridge over Lake Shore Drive described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

The Reconstruction Of The

East Oakwood Boulevard Bridge Over Lake Shore Drive.

Federal Project No.: IX-5000(726).

City Section No.: 86-E6420-00-B.R.

State Job No.:

D.P.W. Project No.: E-6-420.

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to reconstruct the East Oakwood Boulevard Bridge, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, surveys, plans, studies, specifications and estimates of cost for said Project.
4. Upon approval from the State to let and award the contract for the Project, and to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill its responsibilities assigned in paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the partial reconstruction of the East Oakwood Boulevard Bridge and the approach roadway.

This project includes removal and replacement of the existing bridge deck and sidewalks. The superstructure and supporting columns and beams will be partially reconstructed. Expansion joints will be placed at both ends of the bridge. The structural steel will be cleaned and painted with the steel sidings

being repaired. A new concrete wall with a steel railing will be installed. The approach roadway to the bridge will be reconstructed. The existing pavement between the I.C.G. R.R. structure and the Lake Shore Drive structure will be resurfaced to match the bridge roadway. Curbs and gutters will be replaced and sidewalk ramps for the handicapped will be provided. Utility adjustments will be made. Pavement markings and all other appurtenances necessary to complete this project will also be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are as follows:

Contract Construction.....	\$2,000,000
Construction Engineering/Supervision.....	<u>\$300,000</u>
TOTAL:.....	\$2,300,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (IX)	
(85% of \$2,300,000).....	\$1,955,000
Non-Federal Share (State)	
(15% of \$2,300,000).....	<u>\$345,000</u>
TOTAL:.....	\$2,300,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$345,000, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois

Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$2,300,000) as authorized by the City Council.

17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1990.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

EXECUTION OF PROJECT AGREEMENT WITH STATE OF
ILLINOIS FOR IMPROVEMENT OF CENTRAL PARK
AVENUE BRIDGE OVER NORTH BRANCH OF
CHICAGO RIVER (PHASE I).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois in the amount of \$35,000.00 to conduct preliminary engineering for the improvement of the Central Park Avenue bridge over the north branch of the Chicago River (Phase I).

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the preliminary engineering for the improvement of the Central Park Avenue Bridge over the North Branch of the Chicago River (Phase I only) described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows Section 3
of this ordinance].

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

*Project To Be Funded Under The Federal Highway
Bridge Replacement And Rehabilitation Program.*

*Preliminary Engineering For the Improvement Of
The Central Park Avenue Bridge,
Over The North Branch Of The Chicago River
(Phase I Only).*

Federal Project No.:

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of the

Central Park Avenue Bridge over the North Branch of the Chicago River, hereinafter called the "Project"; and

Whereas, the City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design report covering the improvement, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, certain Federal funds have been appropriated under 23 U.S.C. 144 for the Highway Bridge Replacement and Rehabilitation Program; and

Whereas, the City and the State have concurred in the use of such funds for the Project; and

Whereas, on June 13, 1984 the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, That State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the Preliminary Engineering of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required public hearings, prepare the required environmental studies and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocations and/or adjustment of city-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the project, all of which is considered to be Preliminary Engineering.

4. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
5. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
6. That failure on the part of the City to fulfill the responsibilities assigned in Paragraph 5 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
7. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

8. That all prior Agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering of the Project are superseded by this Agreement.
9. That the estimated costs of the Project covered and described by this Agreement are:

The Central Park Avenue Bridge

Over The North Branch Of The Chicago River.

Federal Project Number _____.

Preliminary Engineering (Phase I) \$35,000

and that based upon the agreed upon ratio of Federal to Non-Federal (State) funds for said Preliminary Engineering the proportional participation for the Project will be:

Federal Aid Share (H.B.R.R.P. Funds)
(80% of \$35,000) \$28,000

Non-Federal Share (State)
(20% of \$35,000) \$7,000

TOTAL: \$35,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$7,000 with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

10. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
11. That standard Federal-Aid procedures and requirements shall apply to all phases of the Project.
12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$35,000) as authorized by City Council.
13. That this Agreement and the covenants contained herein shall be void ab initio in the event the preliminary engineering work contemplated herein is not underway by December 1, 1990.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the "City" and "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the

selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance, to which had been referred on May 11, 1988, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Catholic Theological Union (various locations)	A1-800677	\$60.00
	A1-800775 (Elev.)	60.00
Copernicus Foundation 5216 West Lawrence Avenue	B3-800433	34.00

5/25/88

REPORTS OF COMMITTEES

13695

Name And Address	Inspection	Amount
	B3-800448	\$34.00
	B3-800453 (Pub. Place of Assemb.)	34.00
Illinois Institute of Technology 77 South Wacker Drive	F4-800444 (Mech. Vent.)	392.50
	PI-800522 (Fuel Burn. Equip.)	353.00
Japanese American Service Committee 4427 North Clark Street	A1-801324 (Elev.)	30.00
Jewish Federation of Metropolitan Chicago 1 South Franklin Street	B1-413983	57.50
	B1-517380 (Bldg.)	57.50
	P1-800575 (Fuel Burn. Equip.)	180.00
Lutheran School of Theology 1100 East 55th Street	B1-722074	57.50
	B1-700433 (Bldg.)	69.00
Polish American Veterans Post No. 90 6005 West Irving Park Road	B1-800933 (Bldg.)	34.50
Polish Army Veterans Association 6005 West Irving Park Road	B3-800013	34.00
	B3-800329	34.00

Name And Address	Inspection	Amount
	B3-800393 (Pub. Place of Assemb.)	\$34.00
Society of Danube Swabians (various locations)	B2-560071 (Canopy and Rev. Door)	22.00
	B3-500154	34.00
	B3-500155	34.00
	B3-500156	34.00
	B3-500157 (Pub. Place of Assemb.)	34.00

On motion of Alderman T. Evans, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 44.

Nays -- None.

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

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS, CANCELLATION OF
EXISTING WATER RATES, REFUND OF FEES
AND WAIVER OF FEES FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which had been referred (September 23, 1987 and February 10, 25, March 30, April 13, 20, 27 and May 11, 1988) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions,

cancellation of existing water rates, refund of fees and waiver of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

On separate motions made by Alderman T. Evans, each of the said proposed ordinances and orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 44.

Nays -- None.

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

Said ordinances and orders, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Catholic Archdiocese Of Chicago/Saint Jerome School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese/Saint Jerome School, for electrical installations (Argo Electric, Incorporated, 2737 West Diversey Avenue), on the premises known as 1706 West Morse Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

*Catholic Archdiocese Of Chicago/
Saint Stanislaus School.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese/Saint Stanislaus School, for electrical installations (Argo Electric, Incorporated, 2737 West Diversey Avenue), on the premises known as 1255 North Noble Street.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Chinese American Service League, Incorporated.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Chinese American Service League, Incorporated, for remodeling existing structure, on the premises known as 310 West 24th Place.

Said building shall be used exclusively for rendering service and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Michael Reese Hospital And Medical Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Michael Reese Hospital and Medical Center (Lake Shore Drive at 31st Street), for the construction of a medical facility including an ambulatory surgical center, on the premises known as the newly constructed 900 North Michigan Avenue Building.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Oakland Elementary School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Oakland Elementary School, for construction and rehabilitation work, on the premises known as 750 East 40th Street.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

*Bernard Gentry Day Care Center/The Chicago
Housing Authority.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Bernard Gentry Day Care Center
The Chicago Housing Authority
2326 South Dearborn Street.

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

Chinese Christian Union Church Nursery School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Chinese Christian Union Church Nursery School
2301 South Wentworth Avenue.

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

Christopher House.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Christopher House
Day Care Center and Head Start Program
2507 North Greenview Avenue.

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

Commonwealth Community Headstart.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Commonwealth Community Headstart
140 West 81st Street.

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

Congregation K.I.N.S. Of West Rogers Park.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Congregation K.I.N.S. of West Rogers Park
2800 West North Shore Avenue.

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

Fifth City Preschool.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Fifth City Preschool
3411 West 5th Avenue.

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

Henry Horner Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Henry Horner Day Care Center
123 North Hoyne Avenue.

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

Lydia Home Association Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Lydia Home Association Day Care Center
4300 West Irving Park Road.

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

Noah's Ark Preschool.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Noah's Ark Preschool--Class I
3101 North Parkside Avenue.

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

*Robert Taylor Day Care Center/The Chicago Housing Authority
(Apartments 101 And 102 East).*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Robert Taylor Day Care Center/
The Chicago Housing Authority
4352 South State Street--Apartments 101 and 102 East.

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

*Robert Taylor Day Care Center/The Chicago Housing Authority
(Apartments 109 And 110 West).*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Robert Taylor Day Care Center/
The Chicago Housing Authority
4352 South State Street--Apartments 109 and 110 West.

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

Temple Shalom Gan Shalom Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Temple Shalom Gan Shalom Day Care Center
3480 North Lake Shore Drive.

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

Title XX Day Care Center/Temple Shalom.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Title XX Day Care Center/Temple Shalom
3480 North Lake Shore Drive.

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

Sheltered Care Homes.

McKinley Hammond House.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following shelter care home that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the shelter care home license fee for the year 1988:

McKinley Hammond House
Shelter Care Home
6701 South Morgan Street.

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

McKinley Knight House.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following shelter care home that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the shelter care home license fee for the year 1988:

McKinley Knight House
Shelter Care Home
6600 South Stewart Avenue.

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

CANCELLATION OF EXISTING WATER RATES.

Congregation Ezras Israel.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water rates in the amount of \$148.12, charged to Congregation Ezras Israel, 2746--2756 West Lunt Avenue (Account No. 8-0094-03-3930-3).

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

Edens Green Cooperative.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$125,569.09, charged against Edens Green Cooperative, 301 East 132nd Street.

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

New Galilee Baptist Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel the existing water rates in the amount of \$444.92, charged to the New Galilee Baptist Church, 427--429 North Laramie Avenue (Account No. 1-0312-05-2430-9).

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

Moody Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$618.57, charged against Moody Church, 1609 North LaSalle Street.

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

Mount Ebal Baptist Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water rates in the amount of \$1,835.68, assessed against the Mount Ebal Baptist Church, 423 West 107th Street (Account No. 2-520605401560-4). Mailing address: Clinton Roberts, 3845 West Van Buren Street, Chicago, Illinois 60624.

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

Saint Mary, Star Of The Sea.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$622.48, charged against Saint Mary, Star of the Sea, 6435 South Kilbourn Avenue.

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

United Faith Tabernacle Baptist Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized to cancel existing water charges in the amount of \$3,095.84, for the period from February 26, 1985 to February 1, 1988, charged to the United Faith Tabernacle Baptist Church, 5209 West Lake Street.

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

WAIVER OF FEES.

Various Restaurants.

Ordered. That the City Comptroller is hereby authorized and directed to waive the temporary Food Dispenser License fees on behalf of the restaurants named on attached list who will be passing out food free of charge at the State of Illinois Building on Thursday, May 12, 1988, during the hours of 8:00 A.M. to 4:00 P.M., a kick-off event sponsored by the State of Illinois and the Mayor's Office of Special Events on National Tourism Week.

List of restaurants attached to this order reads as follows:

Sierra Grill

Southwest speciality

Chef Jeff Tomchezk
642-1160

Midland Hotel

Chef David Radwine
172 West Adams Street
332-1200

Gold Coast Hotdogs

Hotdogs

Barry Potekin
418 North State Street

Chicago, 60610

Le Cochonnet

Onion tart

Chef Maggie Wanglin
3434 North Sheffield Road
Chicago, 60657
525-3888

Carolyn Collins' Caviar

Caviar dip

6210 Robin Lane
Crystal Lake, 60614

Ronald McDonald and Assistant

Cookie coupons

Ronnie Moore

Coco Cola

Taste test

74 North Oak Park
Niles, 60648
Greg Pigott
647-0200

Chic

Cheesecake tastes

858 North Orleans Street
Chicago, 60610
Linda Calafiore
944-0882

Harry Caray's Restaurant

Homemade potato chips in bags

33 West Kinzie Street
Chicago, 60610

Chicago's Indoor Gardens

(Sprouts) probably a sprout dip

5305 North Winthrop Avenue
Chicago, 60640
Laurie Roberts

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY CERTAIN NOT-FOR-
PROFIT INSTITUTIONS.

The Committee on Finance, to which had been referred May 11, 1988, two proposed ordinances transmitted therewith to authorize reduction of the annual license fee for special police employed by not-for-profit institutions, submitted a report recommending that the City Council pass said proposed ordinances.

On motion of Alderman T. Evans, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 44.

Nays -- None.

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

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

Illinois College Of Optometry.

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

SECTION 1. Pursuant to Chapter 173, Section 6, of the Municipal Code of the City of Chicago, the following charitable institution employs fifteen special police and shall pay a fee of \$10.00 per license for the year of 1988:

Illinois College of Optometry
3241 South Michigan Avenue
Chicago, Illinois 60615.

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

Roseland Community Hospital Association.

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

SECTION 1. Pursuant to Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs special police and shall pay a fee of \$10.00 per license for the year of 1988:

Roseland Community Hospital Association
45 West 111th Street.

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

**AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman T. Evans, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 13714 through 13716
of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party order printed on page 13717
of this Journal.]

Placed On File -- REPORT OF SETTLEMENTS OF SUITS
AGAINST CITY DURING MONTH OF MARCH, 1988.

The Committee on Finance submitted a report recommending that the City Council place

(Continued on page 13718)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/25/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GROVES	FIREFIGHTER	ENGINE COMPANY 89	12/05/86	75.00
JENNY	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	2/27/86	386.00
KEHDE	PARAMEDIC	AMBULANCE 14	11/15/87	102.00
KELLY	PARAMEDIC	AMBULANCE 18	10/11/87	168.40
KUCH	PARAMEDIC	AMBULANCE 33	12/21/87	100.00
KULP	PARAMEDIC	AMBULANCE 36	8/14/87	303.00
KRIZKA	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	5/22/86	117.07
MADE	FIREFIGHTER	ENGINE COMPANY 74	7/06/87	16.50
NUTTER	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	2/04/87	8366.44
DOONOR	CAPTAIN	ENGINE COMPANY 29	10/04/87	313.00
DOONELL	FIREFIGHTER	SQUAD 3	6/06/86	35.00
PANCHESIN	PARAMEDIC	AMBULANCE 39	2/02/87	513.75
PERKINS	FIREFIGHTER	ENGINE COMPANY 75	7/20/87	6314.00
TIMM	PARAMEDIC	AMBULANCE 44	9/22/87	164.00
VOKIS	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	1/12/87	159.50

5/25/88

REPORTS OF COMMITTEES

13715

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/25/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARMSTRONG	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/25/87	20.00
BARTMAN	POLICE OFFICER	THIRD DISTRICT	10/22/87	35.00
BARTON	POLICE OFFICER	TWENTIETH DISTRICT	8/02/87	1445.00
BEVAN	POLICE OFFICER	FIRST DISTRICT	3/25/87	37.15
BEYER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/17/87	575.00
BIGGANE	POLICE OFFICER	SEVENTH DISTRICT	11/14/87	12.00
CACCAVALE	POLICE OFFICER	NINETEENTH DISTRICT	3/29/87	77.00
CASCARANO	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/27/87	410.50
CORCORAN	POLICE OFFICER	RECRUIT TRAINING	8/14/87	175.00
CRAIG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/20/87	30.70
DALT	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	9/08/87	111.00
DECARLO	POLICE OFFICER	TWELFTH DISTRICT	5/18/87	36.00
DIORIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/27/87	115.00
DIXON	POLICE OFFICER	FIFTH DISTRICT	11/29/87	879.00
DUFFY	POLICE OFFICER	SEVENTH DISTRICT	3/29/88	73061.81
IMYER	POLICE OFFICER	EIGHTEENTH DISTRICT	10/17/87	44.00
ELMORE	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/08/87	206.00
FRANZEN	POLICE OFFICER	TENTH DISTRICT	4/14/87	185.00
GAINER	POLICE OFFICER	CANINE UNIT	6/15/87	15.00
HATTENBERGER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/10/87	6372.25
HUNDRIESER	POLICE OFFICER	NINETEENTH DISTRICT	6/23/87	210.00
JOHANSON	POLICE OFFICER	SIXTEENTH DISTRICT	9/24/87	1469.00
JOVANOVICH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/17/87	114.35
KILROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/30/87	58.00
LEADER	POLICE OFFICER	RECRUIT TRAINING	2/06/87	366.00
LUNT	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	3/18/87	225.00
MARTINEZ	POLICE OFFICER	FOURTEENTH DISTRICT	11/15/87	558.25
MAZUR	POLICE OFFICER	EIGHTEENTH DISTRICT	10/16/87	44.00
MCINTYRE	POLICE OFFICER	NINTH DISTRICT	10/02/87	60.00
MCNAMAMON	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	14.00
MORALES	POLICE OFFICER	RECRUIT TRAINING	10/11/87	18.00
MUSHOL	POLICE OFFICER	THIRTEENTH DISTRICT	10/05/87	30.00
NASH	POLICE OFFICER	FOURTH DISTRICT	8/15/87	250.00
NEWTON	POLICE OFFICER	NINTH DISTRICT	11/03/87	45.00
NOLAN	POLICE OFFICER	FOURTEENTH DISTRICT	8/28/87	46.00
O'REILLY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/12/87	245.00
OVERLAND	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/05/87	211.00
PACHOLIK	POLICE OFFICER	FIRST DISTRICT	11/17/87	361.50
PARKS	POLICE OFFICER	THIRD DISTRICT	11/12/87	360.00
PASCUA	POLICE OFFICER	ELEVENTH DISTRICT	9/13/87	161.00
PASCUA	POLICE OFFICER	TWELFTH DISTRICT	11/02/87	387.25
PENA	POLICE OFFICER	EIGHTEENTH DISTRICT	11/01/87	243.87
PITATISIS	POLICE OFFICER	CHARGE LAW ENFORCEMENT	11/14/87	5762.27
PRETIOSIO	POLICE OFFICER	SIXTEENTH DISTRICT	11/04/87	298.50
REYNOLDS	POLICE OFFICER	SIXTEENTH DISTRICT	11/17/87	367.50
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	11/18/87	2455.50
RODRIGUEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/17/87	3152.50
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	11/11/87	40.00
RODRIGUEZ	POLICE OFFICER	EIGHTEENTH DISTRICT	10/17/87	

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/25/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SAENZ	FRANCIS F	POLICE OFFICER	11/28/87	298.00
SANDERS	KIRKLAND K	POLICE OFFICER	6/13/87	728.00
SASSO	KATHRYN	POLICE OFFICER	1/19/87	48.00
SCHWIER	CHARLES G	POLICE OFFICER	11/14/87	1059.25
SINEK	JAMES	POLICE OFFICER	11/06/87	490.50
SIFICH	WAYNE C	POLICE OFFICER	10/02/87	14.00
SKORODVNSKI	MICHAEL A	POLICE OFFICER	11/15/87	247.00
SMITH	WALTER L	POLICE OFFICER	11/04/87	337.50
SMITH	WILLIAM	POLICE OFFICER	10/22/87	40.00
SOLAVA	JAMES	POLICE OFFICER	11/28/87	169.23
SPEIDEN	JAMES	POLICE OFFICER	9/21/87	17.00
SRUKA	RONALD S	POLICE OFFICER	9/14/87	42.00
STACK	JOSEPH J	POLICE OFFICER	5/19/82	1294.00
STACK	THOMAS P	POLICE OFFICER	9/25/87	69.10
STANEK	MARY ANN	POLICE OFFICER	6/16/87	2574.50
SWICK	RONALD	POLICE OFFICER	11/19/84	650.00
TAYLOR	ALBERT	POLICE OFFICER	11/03/87	258.75
TAYLOR	HERMAN	POLICE OFFICER	11/21/87	257.00
TAYLOR	KEVIN B	POLICE OFFICER	9/10/87	165.00
THANDS	DANIEL H	POLICE OFFICER	11/12/87	159.00
TOMASZEWSKI	LOIS C	POLICE OFFICER	11/21/87	68.00
TOULIS	THOMAS J	POLICE OFFICER	4/12/87	48.00
TYSE	MICHELLE L	POLICE OFFICER	11/14/87	235.00
VALENTIN	JOE	POLICE OFFICER	11/10/87	189.00
VOSIS	DARLENE	POLICE OFFICER	11/10/87	257.10
VUSNDS	ROBERT J	POLICE OFFICER	11/06/87	129.00
WEBSTER-POOL	ARMEATHA E	POLICE OFFICER	11/09/87	205.00
WILLIAMS JR	FRANK	POLICE OFFICER	11/10/87	192.00
WRIGHT	WILLARD	POLICE OFFICER	11/03/87	489.00
ZANCHI	DENNIS R	POLICE OFFICER	3/30/87	25.00
ALLEN	VADA	FIREFIGHTER	4/29/87	5959.72
ANDMAN	LARRY	FIREFIGHTER	11/10/87	268.20
BARRIENTOS	PETER	PARAMEDIC	3/21/87	75.50
BARRINGER	ROBERT	PARAMEDIC	11/10/87	117.72
BARTEN	WILLIAM	PARAMEDIC	2/07/87	67.00
BAURNECHT	RICHARD	PARAMEDIC	12/04/87	87.50
BEAUREGARD	DENNIS	LIEUTENANT	12/26/87	272.95
BIENL	RICHARD	PARAMEDIC	10/31/87	46.50
BILLIPS	DAVID	FIREFIGHTER	7/06/87	458.50
BIVER	JACQUELINE	PARAMEDIC	10/24/87	68.00
CAMERIA	FRANK	FIREFIGHTER	12/13/87	254.50
CUNNOY	ANNE	PARAMEDIC	5/23/87	64.15
CORRIERI	ANTHONY	CAPTAIN	5/12/87	133.00
DALY	ROBERT	FIREFIGHTER	12/15/87	450.00
DODOVICH	STEPHEN	FIREFIGHTER	6/12/87	223.45
DONEGAN	FRANCIS	LIEUTENANT	1/10/88	402.50
DURKIN	JOHN L	PARAMEDIC	1/06/88	189.00
EDWARDS	JOHN	FIREFIGHTER	9/22/87	228.22
GANSEL	KEITH	PARAMEDIC	6/26/86	231.00
		FOURTEENTH DISTRICT		
		FIFTH DISTRICT		
		EIGHTEENTH DISTRICT		
		EIGHTEENTH DISTRICT		
		NINTH DISTRICT		
		NINTH DISTRICT		
		ELEVENTH DISTRICT		
		SIXTH DISTRICT		
		MAJOR ACCIDENT INVESTIGATION S		
		CRIME LABORATORY DIVISION		
		FOURTEENTH DISTRICT		
		EIGHTEENTH DISTRICT		
		NINTH DISTRICT		
		TWENTY-THIRD DISTRICT		
		FIFTH DISTRICT		
		FOURTH DISTRICT		
		SIXTH DISTRICT		
		NINETEENTH DISTRICT		
		NINETEENTH DISTRICT		
		SEVENTH DISTRICT		
		RECRUIT TRAINING		
		TWELFTH DISTRICT		
		THIRD DISTRICT		
		TWENTY-FIFTH DISTRICT		
		TWENTY-THIRD DISTRICT		
		SEVENTEENTH DISTRICT		
		CENTRAL DETENTION SECTION		
		SECOND DISTRICT		
		NINETEENTH DISTRICT		
		PUBLIC TRANSPORTATION M.T.S.		
		UNKNOWN		
		ENGINE COMPANY 46		
		AMBULANCE 22		
		AMBULANCE 32		
		AMBULANCE 8		
		ENS DISTRICT 3 HEADQUARTERS & R		
		TRUCK 50		
		AMBULANCE 45		
		ENGINE COMPANY 47		
		AMBULANCE 31		
		SQUAD 2		
		DISTRICT RELIEF 5		
		ENGINE COMPANY 48		
		ENGINE COMPANY 84		
		TRUCK 10		
		DISTRICT RELIEF 5		
		AMBULANCE 17		
		SQUAD 2		
		ENS DISTRICT 5 HEADQUARTERS & R		

5/25/88

REPORTS OF COMMITTEES

13717

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/25/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/04/87	618.50
BOCK	POLICE OFFICER	FOURTEENTH DISTRICT	8/25/87	827.00
BOLGER	POLICE OFFICER	SEVENTEENTH DISTRICT	5/01/87	35.00
BRENNER	POLICE OFFICER	SEVENTEENTH DISTRICT	9/08/86	643.00
COPELAND	POLICE OFFICER	SEVENTH DISTRICT	3/18/87	60.00
COYNE	POLICE OFFICER	TENTH DISTRICT	5/29/81	32.88
DINAGGIO	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	5/29/86	160.00
FANELLA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/16/87	3295.20
GARCIA	POLICE OFFICER	TENTH DISTRICT	7/18/87	1551.99
GILLARD	POLICE OFFICER	TENTH DISTRICT	8/12/87	220.00
GOVAN	POLICE OFFICER	SIXTH DISTRICT	10/18/87	220.00
HANRAHAN	POLICE OFFICER	NINETEENTH DISTRICT	7/12/87	1672.50
KITKOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/87	70.00
MATHESON	POLICE OFFICER	TWENTIETH DISTRICT	2/20/87	945.00
NEE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/10/87	417.00
NIMICKS	POLICE OFFICER	SIXTH DISTRICT	6/05/87	106.50
NUMICKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/20/87	520.75
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	30.00
PETERSEN	POLICE OFFICER	SIXTEENTH DISTRICT	11/06/87	1165.00
SALUSTRO	POLICE OFFICER	ELEVENTH DISTRICT	11/24/87	890.74
SARAFIN	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/87	93.50
SCALIA	POLICE OFFICER	NINTH DISTRICT	11/16/87	750.00
SCHROOR	POLICE OFFICER	THIRTEENTH DISTRICT	11/29/87	214.00
SKROCH	POLICE OFFICER	SECOND DISTRICT	9/28/87	3014.20
SMITH	POLICE OFFICER	NINTH DISTRICT	11/26/87	241.00
SMITH	POLICE OFFICER	NINETEENTH DISTRICT	11/17/87	161.25
SOPRE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/21/87	157.00
SORNE	POLICE OFFICER	RECRUIT TRAINING	9/29/87	68.00
THIELMANN	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/87	715.00
VICKS	POLICE OFFICER	NINTH DISTRICT	11/26/87	544.00
WESOLEK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/20/87	3505.00
WILLIAMS	POLICE OFFICER	TWENTIETH DISTRICT	11/10/87	617.00
WILLIS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/07/87	2077.00
WAINES	PARAMEDIC	AMBULANCE 36	4/09/87	3616.10
PIWINSKI	PARAMEDIC	AMBULANCE 48	1/29/87	39.00

(Continued from page 13713)

on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of March, 1988.

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

Failed To Pass -- LICENSE FEE EXEMPTION FOR BARGAINS
UNLIMITED/VOLUNTEER AGENCIES OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, May 25, 1988.

To the President and Members of the City Council:

Your Committee on Finance, having had the same under consideration an ordinance from Alderman Eisendrath authorizing the exemption from the payment of annual license fees, which institutions have not been approved by various city departments for Volunteer Agencies of Chicago--moved to new location, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not 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) TIMOTHY C. EVANS,
Chairman.

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said proposed ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. Pursuant to Section 168-1 of the Municipal Code of Chicago and in accordance with a favorable inspection by the Department of Fire, the following agency is hereby exempted from the payment of the annual license fee for the year 1988:

Bargains Unlimited/Volunteer Agencies of Chicago
2552 North Clark Street.

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

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted separate committee reports recommending that the City Council pass seven proposed orders transmitted therewith, authorizing the installation of water mains at various locations.

On separate motions made by Alderman Bloom, each of the said proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not a part of the order):

South East End Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South East End Avenue, from East 73rd Street to East 71st Street: 1,305 feet of 8-inch ductile iron water main, at the total estimated cost of \$206,272.18 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00661.

South Everett Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Everett Avenue, from East 54th Street to East 55th Street: 1,180 feet of 8-inch ductile iron water main, at the total estimated cost of \$186,212.24 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W- 706) Construction.

The above work is to be done under Order Number A-00657.

West Farragut Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Farragut Avenue, from North Leavitt Street to North Western Avenue: 1,333 feet of 8-inch ductile iron water main, at the total estimated cost of \$215,201.91 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00659.

North Hamilton Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Hamilton Avenue, from West Lawrence Avenue to West Argyle Street: 1,324 feet of 8-inch ductile iron water main, at the total estimated cost of \$216,877.97 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00660.

South Keeler Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Keeler Avenue, from West 33rd Street to West 28th Street: 2,633 feet of 12-inch ductile iron water main, at the total estimated cost of \$432,651.26 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00630.

South University Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South University Avenue, from East 59th Street to East 57th Street: 1,361 feet of 8-inch ductile iron water main, at the total estimated cost of \$174,428.06 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00646.

East 57th Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 57th Street, from South Lake Park Avenue to South Woodlawn Avenue: 2,218 feet of 12-inch ductile iron water main, at the total estimated cost of \$350,456.27 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00643.

TRANSFER OF APPROPRIATED FUNDS WITHIN CITY
COUNCIL COMMITTEE ON COMMITTEES,
RULES AND ETHICS.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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 1988. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personal Services	100	15-2045	.0000	\$2,000

TO:

Purpose	Fund	Code Department	Account	Amount
Commodities	100	15-2045	.0300	\$2,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City Council Committee on Committees, Rules and Ethics during the year 1988.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 44.

Nays -- None.

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

1988 ANNUAL APPROPRIATION ORDINANCE AMENDED TO
PROVIDE ADDITIONAL FUNDING FOR ANNUITANT
MEDICAL COVERAGE THROUGH
JUNE 30, 1988.

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

CHICAGO, May 25, 1988.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the 1988 Annual Appropriation Ordinance to provide additional funding for medical coverage for annuitants, through June 30, 1988, recommends that Your Honorable Body *Do Pass* said ordinance which is transmitted herewith.

This recommendation was accepted by the members of the committee by a viva voce vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

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 within 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 Annual Appropriation Ordinance for the Year 1988, as previously amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as follows:

Amendments To The 1988 Annual Appropriation Ordinance.

Fund 100 -- Corporate

Code	Department And Item	Strike No. Amount	Insert No. Amount
	Department Of Finance--General 99-2005		
	Cost of claims and administration for hospital		

Code	Department And Item	Strike	Insert
		No. Amount	No. Amount
.0042	and medical care provided to eligible employees and eligible dependents	\$79,506,400	\$78,006,400
.0052	Cost of claims and administration for hospital and medical care provided to eligible annuitants and their eligible dependents through May 31, 1988	\$7,500,000	
.0052	Cost of claims and administration for hospital and medical care provided to eligible annuitants and their eligible dependents through June 30, 1988		\$9,000,000

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

Action Deferred -- COMMITTEE ON THE BUDGET AND GOVERNMENT
OPERATIONS REQUESTED TO CONDUCT STUDY AND HOLD
HEARINGS RELATING TO VARIOUS HEALTH
ORGANIZATIONS AND THEIR COST
EFFECTIVENESS WITH REGARD TO
CITY EMPLOYEE HEALTH
INSURANCE.

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Burke and Alderman Huels, *Deferred* and ordered published:

CHICAGO, May 25, 1988.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a resolution requesting that the Committee on the Budget and Government Operations undertake a study, and conduct hearings on the structure and operation of P.P.O.'s (Preferred Provider Organizations), including their impact on the budget and the quality of health care benefits afforded to employees of the City of Chicago; and, that the Department of Personnel, Department of Purchasing, Contracts and Supplies, and the Comptroller's Office examine and compare the cost-effectiveness of offering P.P.O.'s, H.M.O.'s and traditional health insurance to the employees of the City of Chicago; and report their findings to the Committee on the Budget and Government Operations by June 15, 1988, recommends that Your Honorable Body do pass said resolution, which is transmitted herewith.

This recommendation was accepted by the members of the committee by a viva voce vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, For the past ten years the cost of health care nationally has been increasing at a faster pace than the rate of inflation; and

WHEREAS, Since 1978 the cost of health benefits to the City of Chicago has increased more than 100%; and

WHEREAS, The provision of quality health care is a major concern to the employees and elected officials as well as the taxpayers of the City of Chicago; and

WHEREAS, The City of Chicago is currently offering to its employees alternative cost-effective modes of health care such as Health Maintenance Organizations (H.M.O.'s) and is considering proposals to implement a Preferred Provider Organization (P.P.O.) health care option; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the Committee on the Budget and Government Operations undertake a study, and conduct hearings on the structure and operation of P.P.O.'s including their impact on the budget and the quality of health care benefits afforded to employees of the City of Chicago; and

Be It Further Resolved, That the Department of Personnel, Department of Purchasing, Contracts and Supplies, and the Comptroller's Office examine and compare the cost-effectiveness of offering P.P.O.'s H.M.O.'s and traditional health insurance to the employees of the City of Chicago; and report their findings to the Committee on the Budget and Government Operations by June 15, 1988.

Re-Referred -- PARTIAL SUBSIDY TO AID IN COVERING
COSTS OF MEDICAL BENEFITS FOR ANNUITANTS
OF VARIOUS CITY PENSION FUNDS.

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

CHICAGO, May 25, 1988.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute resolution concerning a partial subsidy of the costs of medical coverage for annuitants, recommends that Your Honorable Body do adopt said substitute resolution, which is transmitted herewith.

This recommendation was accepted by the members of the committee by a viva voce vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

Alderman Madrzyk and Alderman Burke moved to defer and publish the following proposed substitute resolution transmitted with the foregoing committee report:

WHEREAS, The cost of retiree health care has increased dramatically over the past eight years and continues to increase dramatically; and

WHEREAS, The contribution of the annuitants and of their Pension Funds has remained fixed over the past six years so that the entire burden of the escalation in health care costs over that time period has been borne exclusively by the taxpayers of the City of Chicago; and

WHEREAS, The aggregate cost to the taxpayers of the City of Chicago for the period 1980 through 1987 was \$98 million, of which \$71 million was not subject to prior appropriation by the City Council; and

WHEREAS, At present rates, the cost to the taxpayers in 1988 of subsidizing retiree health benefits beyond that required by law would be \$22,000,000 to \$25,000,000, while the contributions of the annuitants and the pension funds would be only \$6,000,000 and \$4,000,000 respectively; and

WHEREAS, It is unfair to continue to burden the taxpayers of the City of Chicago with exclusive responsibility for subsidizing the rising cost of retiree health care; and

WHEREAS, The City of Chicago has offered to settle its current litigation with the Pension Funds concerning respective obligations for the funding and provision of retiree health care by committing up to \$6,000,000 annually in matching funds to subsidize such costs; and

WHEREAS, The City of Chicago has committed itself to pursuing vigorously all enabling legislation necessary to lift the current statutory caps on contributions from the Pension Funds; and

WHEREAS, The City of Chicago is willing to pursue additional enabling legislation to permit it to offer its health care plans to the annuitants and thereby offer substantial savings over the plans annuitants could otherwise obtain through the efforts of the Pension Funds; and

WHEREAS, The City of Chicago has proposed that no annuitant whose monthly pension falls below \$350 should be required to pay additional insurance premiums toward the cost of coverage and that annuitants who receive more than \$350 per month should be charged premiums at a set percentage of the amount of the monthly annuity above \$350; and

WHEREAS, The Pension Funds have rejected the City of Chicago's proposals, have refused to contribute any increased subsidy from the Funds' \$3.5 billion in resources toward the provision of their annuitants' health care, and have insisted that the taxpayers of the City of Chicago and the annuitants bear the increased cost of health care by themselves; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the Corporation Counsel present to the Pension Funds the following settlement proposal:

1. That, from and including fiscal year 1988 forward, the City of Chicago will provide to the Pension Funds up to \$6,000,000 annually to subsidize the cost of retiree health care on the condition that the Pension Funds provide a matching amount of additional subsidy on a dollar-for-dollar basis; and

2. That the City of Chicago is willing to negotiate with the Pension Funds to provide additional funding beyond \$6,000,000 on a dollar-for-dollar match up to an agreed limit, from and including fiscal year 1988 forward; and

Be It Further Resolved, That the Pension Funds are hereby memorialized to accept the proposed settlement for the protection of the retired workers, who have given years of valuable service to the City of Chicago; for the protection of the taxpayers of the City of Chicago; for the protection of the Trustees of the Pension Funds; and for the good of the City; and

Be It Further Resolved, That if the Pension Funds decline to accept the foregoing proposal, the City of Chicago:

1. Shall offer to pay \$30,000,000 as a subsidy for annuitants health care costs to the Pension Funds, such amount to be paid over the five-year period commencing with fiscal year 1988 and ending in fiscal year 1992 and to include all monies due pursuant to the *Ryan* judgment and all monies already expended by the City in fiscal 1988 for annuitant health care; and

2. Commencing in fiscal year 1993, and thereafter, shall end its subsidies to the Pension Funds for the purposes of paying for the health care of annuitants.

Upon further consideration, Alderman Madrzyk and Alderman Burke asked *Leave of the Body* to withdraw the motion to defer and publish. The request *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Sheahan, the foregoing proposed substitute resolution was *Re-Referred to the Committee on the Budget and Government Operations*.

COMMITTEE ON ECONOMIC DEVELOPMENT.

EXECUTION OF EASEMENT AGREEMENT AND AGREEMENT FOR SALE AND REDEVELOPMENT OF LAND WITH LAWLIN ASSOCIATES IN CONNECTION WITH NEIGHBORHOOD SHOPPING CENTER IN COMMERCIAL DISTRICT PROJECT LINCOLN-LAWRENCE-WESTERN.

The Committee on Economic Development submitted the following report:

CHICAGO, May 25, 1988.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance, transmitted with a communication signed by the Honorable Eugene Sawyer, Acting Mayor, dated May 11, 1988, approving and authorizing the execution of an Agreement for the sale and redevelopment of land and an Easement Agreement between the City of Chicago and Lawlin Associates regarding the development of a neighborhood shopping center in Commercial District Project Lincoln, Lawrence and Western, begs leave to recommend that Your Honorable Body *Pass* said ordinance, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission recommended the sale of Disposition Parcel 1 in Project Lincoln-Lawrence-Western to Lawlin Associates on April 2, 1987 and the City Council of the City of Chicago approved said sale on July 29, 1987; and

WHEREAS, Pursuant thereto an agreement for the sale and redevelopment of the land has been negotiated which would obligate Lawlin Associates to develop the land with a neighborhood shopping center; and

WHEREAS, In order to provide sufficient parking for the shopping center Lawlin Associates have sought an easement to use an adjacent city-owned parking lot; and

WHEREAS, Lawlin Associates have agreed to pay the City consideration for the easement, improve and maintain the parking lot for public parking and permit the City to retain its parking meters and the revenue derived therefrom; and

WHEREAS, The City Council has considered said agreement and easement and finds the same in conformance with above mentioned resolution and ordinance and in furtherance of the Redevelopment Plan for the area; now, therefore,

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

SECTION 1. The redevelopment agreement and easement agreement substantially in the forms attached hereto, are hereby authorized and approved.

SECTION 2. The Mayor of the City of Chicago is authorized to execute and the City Clerk to attest the same.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

Easement Agreement attached to this ordinance reads as follows:

Easement Agreement.

This Agreement is made on or as of the _____ day of _____ 1988 by and between the City of Chicago, a municipal corporation organized and existing under the laws of the State of Illinois (City) and the American National Bank and Trust Company as Trustee, under Trust No. _____, the beneficial owners of which are Lawlin Associates or its successors and assigns ("Grantee").

Witnesseth:

Whereas, the City of Chicago is the owner of the following described parcels:

Parcel 1 Lots 24, 25, 26 (except the north 60 ft. of the west 8 ft. of Lot 26) Lots 27 thru 34 (except the north 60 ft. of said Lots 27 thru 34) all in circuit court partition, being a subdivision of that part of Lot 1 in partition of the West 1/2 of the Northwest 1/4 of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, lying east of Lincoln Avenue, in Cook County, Illinois, the mall area.

Containing 21,305.9 S.F.

Parcel 2 the north 60 ft. of the west 8 ft. of Lot 26 and the north 60 ft. of Lots 27 thru 34, all in circuit court partition, being a subdivision of that part of Lot 1 in partition of the West 1/2 of the Northwest 1/4 of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, lying east of Lincoln Avenue, in Cook County, Illinois, the parking lot area.

Containing 14,192.2 S.F.

Whereas, in furtherance of the redevelopment plan for Blighted Commercial Area project Lincoln-Lawrence-Western the City proposes to convey Parcel 1 to the Grantee under the terms of a redevelopment agreement which will obligate Grantee to construct a commercial mall on Parcel 1; and

Whereas, the City proposes to grant an easement over Parcel 2 to Grantee for use as a parking lot adjacent to the adjoining Parcel 1;

Now, Therefore, in consideration of the sum of Thirty-five Thousand (\$35,000) Dollars, and other good and valuable consideration, the City will grant a non-exclusive easement to Parcel 1 subject to the following terms and conditions:

Section 1. The easement grant shall be non-exclusive and shall not preclude members of the public from parking on any portion of Parcel 2.

Section 2. The grantee at its sole expense shall pave, fence and stripe Parcel 2 for use as a parking Lot in accordance with all applicable City ordinances and regulations and secure the necessary construction permits and approvals from and approvals of a site plan for the parking Lot from the City's Department of Economic Development. The work on the parking Lot shall be commenced and completed in accordance with the time periods set forth in that certain Redevelopment Agreement by and between the parties for Parcel 1.

Section 3. The grantee will be responsible for the maintenance and upkeep of the parking Lot during the term of the easement at its sole expense.

Section 4. The term of the easement shall start from the date of the City Council approval of the sale of Parcel 1 and continue for a period of forty years or for as long as Parcel 1 is used and maintained as a shopping center in substantially the same structure(s) to be constructed on Parcel 1 and substantially the same square footage of commercial space as when the City issues its Certificate of Completion for parcel 1, whichever is later.

Section 5. The city shall retain its ownership and use of the parking meters and guard rails in the parking lot area and the right to access and egress to collect the revenue thereof and to maintain the meters in operation.

Section 6. In the event the public alley on the west side of parcels 1 and 2 is closed and a new alley opened the easement granted herein shall exclude that part of parcel 2 required for the new alley.

Section 7. The grantee shall provide the City with comprehensive property and public liability insurance or make the City a co-assured, on such a policy issued to the Grantee, in the sum of _____.

Section 8. The Grantee agrees to indemnify, keep safe and harmless the City of Chicago, its officers, agents and employees, of and from all liability, lien, judgment, cost, damage and expense of whatsoever kind and nature which may in any way be suffered by the City or its officers, agents or employees, by reason of or in consequence of the construction and operation of the easement by the Grantee or for, or on account of, any act or thing done or suffered and omitted to be done under the grant of this easement by the Grantee and the Grantee further covenants and agrees that if any action or actions, suit or suits, shall be commenced against the Grantor growing out of the occupation of said premises by the Grantee, the Grantor may give written notice of the same to the Grantee and thereafter the Grantee shall attend to the defense of the same and save and keep harmless the Grantor from all expense, counsel fees, costs, liabilities, disbursements, recoveries, judgments and executions in any manner growing out of, pertaining to, or connected therewith.

In Witness Whereof, the City of Chicago has caused these presents to be executed in its name by the Mayor and its corporate seal to be hereunto affixed and attested by the City Clerk, and the American National Bank as Trustee, Trust No. _____ has caused these presents to be executed in its name by an authorized officer, the day and year first written above.

[Signature forms omitted for printing purposes.]

Contract for the Sale of Land and Redevelopment Agreement attached to this Easement Agreement reads as follows:

*Contract For The
Sale Of Land And Redevelopment.*

Agreement, made on or as of the ____ day of _____, 19____, by and between the City of Chicago, a public body corporate (which together with any successor public body or officer, hereafter designated by or pursuant to law, is hereinafter called "City"), having its office at City Hall, 121 North LaSalle Street, Chicago, Illinois and American National Bank and Trust Company under Trust _____, sole beneficiary, Lawlin Associates, (hereinafter called "Purchaser") located at 9933 Lawler, Skokie, IL.

Witnesseth:

Whereas, the City has offered to sell and the Purchaser is willing to purchase certain real property located in a Project Area (and more particularly described in Schedule A as Parcel One annexed hereto and made a part hereof) and to redevelop the Property for and in accordance with the uses specified in the Redevelopment Plan for said project;

Now, Therefore, in consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

Section 1. Sale And Purchase Price.

Subject to all of the terms, covenants, and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of One Hundred Forty-nine Thousand One Hundred Forty-one and 30/100 Dollars (\$149,141.30) hereinafter called the "Purchase Price" to be paid in cash, by certified check, or by such check as shall be satisfactory to the City.

Section 2. Conveyance Of Property.

A. Form of Deed. The City shall convey to the Purchaser title to the Property by Quitclaim Deed. The conveyance and title shall, in addition to the provisions of this Agreement be subject to:

1. The Redevelopment Plan for said Project.

2. The stock objections in an Alta Insurance policy.
3. Taxes for the current year.
4. Easements of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use or marketability of the Property.

B. Time and Place for Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Purchaser on _____, 1988 or on such date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the City and the Purchaser shall accept the conveyance and pay the Purchase Price to the City at such time and place.

C. Real Estate Taxes. If entered on the tax warrants the City will secure the waiver of general real estate taxes to the date of delivery of the Deed. The Purchaser will be responsible for taxes accruing after conveyance.

The Parties will cooperate in securing a tax division after conveyance to reflect that title to the parking Lot area remains in the City and title to the area described in Schedule A as Parcel 1 will be in the name of the Purchaser.

D. Recordation of Deed. The Purchaser shall promptly file the Deed for recordation among the land records of the place in which the Property is located. The Purchaser shall pay all costs for so recording the Deed.

E. Escrow; Title Report. In the event the Purchaser requires conveyance through escrow, the Purchaser shall pay for the same. The City will provide a Title Company report on title showing waiver of all pertinent objections. However, in the event the Purchaser desires a Title Guaranty Policy, the Purchaser will pay for the same.

F. Schedules B, C and E shall be attached hereto and made a part hereof.

Section 3. Good Faith Deposit And Earnest Money.

A. Good Faith Deposit. The Purchaser will have deposited with the City the amount of Seven Thousand Four Hundred Fifty-seven and 15/100 Dollars (\$7,457.15), (hereinafter called "Deposit") as security for the performance of the obligations of the Agreement, which deposit is to be retained by the City until completion of the entire improvements as hereinafter defined.

B. Earnest Money. The Purchaser will have deposited with the City earnest money in the amount of Seven Thousand Four Hundred Fifty-seven and 15/100 Dollars (\$7,457.15), (hereinafter called the "Earnest Money") which will be credited against the Purchase Price at the time of delivery of the Deed and shall be deposited in an account of the City.

C. Interest. The City shall be under no obligation to pay interest on these deposits.

In lieu of depositing cash as required above, the Purchaser may submit an irrevocable Letter of Credit from a recognized Bank for the benefit of the City in the amount of \$14,714.00, satisfactory to the City, which will run for a period of two years from the date of this Agreement and may be drawn upon by the Commissioner or Deputy Commissioner of the Department of Economic Development in the event (a) that the Purchaser does not execute the Agreement, pay the Purchase Price at the time the City presents the Deed for the property, complete the improvements within the time periods herein provided or renew the Letter of Credit at least 30 days prior to the Letter of Credit expiration dates.

Section 4. Plans And Specifications.

The Purchaser will redevelop the property for use in accordance with preliminary drawings which shall conform to the criteria outlined in Schedule B and depicted on Schedule E attached hereto. The preliminary drawings shall be submitted to the Department of Economic Development for its approval.

Upon approval of the preliminary drawings by the Department of Economic Development, Purchaser shall prepare complete plans and specifications for the construction of the improvements described herein in accordance with the preliminary drawings as approved, the Redevelopment Plan, and all applicable state and local laws and regulations affecting the construction of said improvements. No deviation from the approved preliminary drawings as to the final plans and specifications and construction of the property shall be made without the consent of the Department of Economic Development. However, adjustment as to the number and size of stores in relation to the internal construction of the building shall not be a matter requiring consent by the Department of Economic Development.

Further, plans and specifications for the entire project may be submitted in two or more parts. The plans and specifications for the initial improvements shall be solely for the development of the improvements for Parcels 1 and 2 pursuant to Schedule A attached hereto. The plans and specifications required for the improvements along Lawrence Avenue and the envisioned vacated alley may be submitted separately.

The term "Improvements", as used in this Agreement, means the improvements indicated in the plans and specifications and in accordance with the terms and concepts embodied in this Agreement.

The Purchaser shall deliver a bond to the City of Chicago in the sum of \$100,000.00 to assure completion of the development described pursuant to plans and specifications submitted by the Purchaser and approved by the City. Said bond shall also provide that it may be cashed by the City in the event of default and appropriated as liquidated damages.

Parcel 2 (Two), as described on Exhibit "A" attached hereto, shall continue under City ownership and is to be used as a public parking area for the life of the building/development described herein. An easement agreement to be entered into by

the parties attached hereto is incorporated by reference and made a part hereof. However, City shall maintain its rights to install, repair and operate parking meters on Parcel 2 and benefit from the revenues generated therefrom.

Section 5. Time For Construction.

The construction of the improvements referred to herein shall commence within six (6) months after the date of delivery of the Deed, except and unless such date shall be in a period of time whereby weather conditions shall be such that it is not practical for said construction to commence and/or building permits have not been issued to plan reviews pursuant to Section 6 hereof. The improvements as contemplated herein shall be completed, except as otherwise provided herein, within eighteen (18) months from the delivery of the Deed.

Notwithstanding anything to the contrary contained herein, the offsite improvements depicted on Exhibit "E" attached hereto shall not be deemed to be part of the initial redevelopment. The parties hereto concur that such improvements or approval of plans therefore shall not hold up or delay the initial redevelopment on Parcels 1 and 2 and that such offsite improvements can only commence upon completion of certain actions by the City to provide an ordinance for an alley vacation/relocation and further assistance to Purchaser relative to plans and specifications for the widening of Lawrence Avenue and any necessary ordinances or decrees related thereto. Therefore, the offsite improvements shall begin within a reasonable period of time after Purchaser has received documentation/authorization to proceed with improvements to such public property, but no sooner than the time provided for the initial redevelopment improvements. Completion of the offsite improvements shall be within twelve (12) months of commencement of said offsite improvements.

Section 6. Time For Certain Other Actions.

Time for submission of preliminary drawings and subsequent plans and specifications. Purchaser shall submit to the Department of Economic Development the preliminary plans called for in Section 4 hereof within 45 days of the date of this Agreement. After approval of the preliminary drawings by the Department of Economic Development, Purchaser shall submit complete plans and specifications for the development of Parcels 1 and 2 within 45 days thereafter. The set of complete plans and specifications as aforesaid shall be called "Construction Plans" for the remainder of this section.

The preliminary drawings and final plans and specifications for the offsite improvements shall be submitted within the same type of time constraints subsequent to meetings with appropriate departments within the City regarding requirements for the improvements in the public right-of-way and the proposed closed alley. Further, final plans and specifications for such offsite improvements shall not be required until the City has established the appropriate clearance and can provide documentation and authorization which would allow Purchaser to proceed. The closing of the public alley west and abutting Parcels 1 and 2 and the opening of the alley lying within Parcels 1 and 2 shall not decrease the Purchase Price.

A. Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage financing shall not be later than forty-five (45) days after the date of written notice to the Purchaser of approval of the Construction Plans by the City.

Section 7. Commencement And Completion Of Construction Of Improvements.

The Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser for itself and its successors and assigns, that the Purchaser, and its successors and assigns, shall promptly begin and diligently complete the redevelopment, and that the construction shall in any event be begun and completed within the period specified in Section 5. It is intended and agreed, and the Deed shall so expressly provide, that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the City, and enforceable by the City against the Purchaser, and its successors and assigns to or of the Property or any part thereof or any interest therein.

Section 8. Certificate Of Completion.

Promptly after completion of the construction of the improvements in accordance with this Agreement, the City shall furnish the Purchaser with an appropriate instrument so certifying. The certification by the City shall be (and it shall be so provided for in the Deed and the certification itself) a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of the Purchaser and its successors and assigns to construct the improvements. The certification shall be in such form as will enable it to be recorded. Upon written request by the Purchaser for a certificate of completion, the City shall within forty-five (45) days after receipt of the same provide the Purchaser either with a certificate of completion or a written statement indicating in adequate detail, how the Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with the Redevelopment Plan or this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Purchaser to take or perform in order to obtain the certification. If the City requires additional measures or acts of the Purchaser to assure compliance, the Purchaser shall resubmit a written request for a certificate of completion upon compliance with the City's response.

Section 9. Restrictions On Use.

The Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser for itself, and its successors and assigns, that the Purchaser and its successors and assigns shall:

- A. Devote the Property in accordance with the uses set forth in the Redevelopment Plan and for the time specified in said Plan; and

- B. Not discriminate upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

Section 10. Covenants: Running With The Land.

It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Sections 9, 11 and 12 be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project area which is subject to the land use requirements and restrictions of the Redevelopment Plan.

Section 11. Prohibition Against Transfer Of Property.

Prior to the completion of the improvements as certified by the City, the Purchaser shall not make, create or suffer to be made any sale, assignment, or conveyance with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the City, except the Purchaser may mortgage said premises as provided in Section 12.

Section 12. Limitation Upon Encumbrance Of Property.

Prior to the completion of the improvements as certified by the City, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, except for the purposes only of obtaining: (a) funds to the extent necessary for making the improvements; (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Purchaser to the City; (c) funds necessary for architects, surveyors, legal and title fees and other fees and costs in connection with the improvements.

Section 13. Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including: (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other Purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Redevelopment Plan and this Agreement.

Section 14. Remedies.

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed to cure or remedy such default or breach immediately, or in any event not later than sixty (60) days after receipt of such notice. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

B. Prior to Conveyance. In the event that prior to conveyance of the Property the Purchaser assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon tender of conveyance by the City, or defaults in the provisions of Section 6, then this Agreement and any rights of the Purchaser in this Agreement may, at the option of the City, be terminated by the City and the deposit retained by the City as liquidated damages. In the event that the City does not tender conveyance or possession of the Property as provided in this Agreement, then this Agreement, at the option of the Purchaser, shall be terminated.

C. Retention by City. Upon termination of this Agreement for any default or breach by the Purchaser after the sale, the deposit, including all interest payable thereon after such termination, shall be retained by the City. This provision shall not operate nor be interpreted in any way as a waiver or limitation on any other rights or remedies for said default or breach to which the City may be entitled by this Agreement, operation of law or otherwise.

D. Return to Purchaser. Upon termination of this Agreement for failure to deliver the Deed, the deposit shall be returned to the Purchaser by the City. If the Agreement shall not have been terminated, the City shall return the deposit to the Purchaser upon satisfactory completion of the Improvement.

E. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Purchaser. In the event that subsequent to conveyance of the Property or any part thereof to the Purchaser and prior to completion of the Improvements as certified by the City:

1. The Purchaser (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof) or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months, (six (6) months if the default is with respect to the date for completion of the Improvement), after written demand by the City to do so; or

2. The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City to do so; or
3. There is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Purchaser, or with respect to the identity of the parties in control of the Purchaser or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the City to the Purchaser;

then the City in accordance with the general provisions of Section 14A of this Agreement, as a method of remedying said default, shall have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by the Deed to the Purchaser, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Purchaser shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Purchaser specified in subdivisions (1), (2), and (3) of this Section 14E, failure on the part of the Purchaser to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivision; the City at its option may declare at termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors in interest to and in the Property, shall revert to the City: Provided, that such condition subsequent and any reversioning of title as a result thereof in the City:

Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by the Agreement for the protection of the holders of such mortgages; and

Shall not apply to individual parts or parcels of the Property (or in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefore as provided in Section 8 hereof.

F. Resale of Reacquired Property; Disposition of Proceeds. Upon the reversioning in the City of title to the Property or any part thereof as provided in Section 14E the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 14E set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and

responsible party or parties (as determined by the City) who will assume the obligations of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

1. First, to reimburse the City for all costs and expenses incurred by the City, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Purchaser and its successor or transferee; and
2. Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (a) the sum of the Purchase Price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (b) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

G. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the City nor the Purchaser, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to delays or halts in construction which are compelled by court order, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such cause; it being the purpose and intent of this provision that in the event of the concurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for redevelopment or of the Purchaser with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as

determined by the City: provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

H. No Waiver by Delay. 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 to deprive it of or limit such rights in any way (it being the intent of this provision that the City should still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Purchaser under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Purchaser under this section or with respect to the particular default except to the extent specifically waived in writing.

Section 15. Conflict Of Interest; City's Representatives Not Individually Liable.

No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

Section 16. Provisions Not Merged With Deed.

No provision of this Agreement is intended to or shall be merged by reason of any Deed transferring title to the Property from the City to the Purchaser or any successor in interest, and such Deed shall not be deemed to affect or impair the provisions and documents of this Agreement.

Section 17. Special Provisions.

Equal Employment Opportunity. The Purchaser, for itself and its successors and assigns, agree that during the construction of the Improvements provided for in the Agreement:

- A. The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Purchaser will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Purchaser 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.

- B. To the greatest extent feasible, the Purchaser is required to present opportunities for training and employment that are to be given to lower income residents of the project area, hereby defined as the City of Chicago; and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- C. In order to promote equality of opportunity for minority and female personnel on this project, the following percentage goals of construction aggregated work hours in each of the categories of construction journeymen and apprentices shall apply:
 - a. At least 25% by minorities.
 - b. At least 7% by women.
- D. All construction workers covered by this Agreement shall mean skilled construction workers which include all worksite (working) foremen, journeymen, apprentices, trainees, and helpers where applicable.
- E. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers and security guards. The Purchaser, in order to demonstrate compliance with the terms of this Agreement, will cooperate with the City of Chicago, which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies.
- F. The Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of the Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- G. The Purchaser will include the provisions of paragraphs (A), (B), (C), (D), (E), and (F) in every contract, and will require the inclusion of these provisions in every sub-contract entered into by any of its contractors, so that such provision will be binding upon each such contractor or sub-contractor, as the case may be. Failure to comply with these provisions will be a basis to institute remedies under the provision of Section 14 of this Agreement. The Purchaser will also comply with the Mayor's executive order 85-2 adopted 4/3/85.

Section 18. Counterparts.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Acting Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

City of Chicago

By: _____
Eugene Sawyer, Acting Mayor

Attest

Walter S. Kozubowski, City Clerk

By: _____

STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eugene Sawyer personally known to me to be the Acting Mayor of the City of Chicago, a municipal corporation, and Walter S. Kozubowski, personally known to me to be the Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Acting Mayor and Clerk, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as their 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 hand and notarial seal this _____ day of _____, 19_____.

Notary Public

(SEAL)

My commission expires _____, 19____.

STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

(SEAL)

My commission expires _____, 19____.

Schedules A, B and C attached to this Contract for the Sale of Land and Redevelopment read as follows:

Schedule A.

Legal Description Of Property.

All that certain parcel or parcels of land located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

Parcels 1 Lots, 24, 25, 26 (except the North 60 ft. of the West 8 ft. of Lot 26) Lots 27 thru 34 (except the North 60 ft. of said Lots 27 thru 34) all in Circuit Court Partition, being a Subdivision of that part of Lot 1 in partition of the West 1/2 of the Northwest 1/4 of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, lying East of Lincoln Avenue, in Cook County, Illinois.

Containing 21,305.9 S.F.

Parking Area

Parcel 2 the North 60 ft. of the West 8 ft. of Lot 26 and the North 60 ft. of Lots 27 thru 34, all in Circuit Court Partition, being a subdivision of that part of Lot 1 in Partition of the West 1/2 of the Northwest 1/4 of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, lying East of Lincoln Avenue, in Cook County, Illinois.

Containing 14,192.2 S.F.

Commonly known as: The Parking Area.

Schedule B.

Description Of Improvements To Be Carried Out By Developer In Conjunction With Purchase Of Parcel.

Design, materials and furniture to match current area, particularly Giddings Plaza subject to D.E.D. approval.

North dumpster to be enclosed possibly in cor-ten steel construction similar to logo pylon with Lincoln Square logos and shopping center sign above, subject to D.E.D. approval.

Sidewalk along Lawrence to be widened to 15 feet from Western Avenue to Oakley Avenue with 5 feet strip of bomanite to match existing of Lincoln Avenue.

Single armed decorative lights to match existing in Giddings Plaza.

Raised concrete seating to be poured in place of reinforced concrete. Steps to face plaza with concrete railing to parking lot.

Plaza maintenance to be done by developer to include at a minimum refuse pickup, cleaning, landscape maintenance and electrical service. Service of dumpsters used by Lincoln Avenue properties are not included.

Developer to be responsible for relocation of alley as shown on Exhibit _____ included any cost incurred thereon.

However, the Developer will grant an easement at least 16 feet wide to the city and the public for access and egress by pedestrians and vehicles necessary to service the parcels abutting and fronting on Lincoln Avenue. The city will reserve an easement in Parcel 1 for access and egress to service its parking meters.

The Developer, its lessees, successors and assigns shall construct its improvements so that there will be windows on the structures facing Lawrence and Oakley Avenues.

Any loading dock shall be located on Oakley Avenue at the east-west alley next south of Lawrence Avenue. The Developer shall adopt regulations so that trucks servicing the area shall not unduly disturb the neighbors.

Schedule C.

The Purchaser will pay for any costs in regard to the relocation or construction of private utilities made necessary or in connection with the redevelopment of the property.

In the event a vacated or dedicated street or alley is part of the tract to be conveyed, the City will be responsible for all required ordinances, and the removal and placement of street or alley pavement.

The Purchaser will be responsible for the relocation costs thereof of private utilities.

In the event the City has an overall program for reconstruction of streets, sidewalks and curbs in said Project, the City will pay for the paving thereof which will not include curb cuts, driveways or utility relocation made necessary by the redevelopment or damages to the above caused by the Purchaser's construction. Otherwise, reconstruction of deteriorated, broken or damaged curbs, sidewalks, and parkways will be the responsibility of the Purchaser.

**COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES.**

**GOVERNOR JAMES THOMPSON AND ILLINOIS GENERAL
ASSEMBLY ENCOURAGED TO SUPPORT ILLINOIS
HOME EMERGENCY ASSISTANCE PLAN.**

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

CHICAGO, May 25, 1988.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection, and Public Utilities, to which was referred a resolution supporting the continuation of the Illinois Home Energy Assistance Plan, having had the same under consideration, begs leave to report and recommend that Your Honorable Body *Adopt* the resolution.

This recommendation was concurred in by a unanimous vote of committee members.

Respectfully submitted,
(Signed) BOBBY RUSH,
Chairman.

On motion of Alderman Rush, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Illinois Home Emergency Assistance Plan, administered by the City of Chicago Department of Human Services, has been in operation two years and, for those who have taken part in this program, it has been a viable and immensely helpful way in assisting the less privileged with their heating and electricity bills; and

WHEREAS, The Illinois Home Emergency Assistance Plan provides that people with incomes at or below a stated percent of federal poverty standards can ensure that their heat and power will not be cut off by paying 12 percent of their monthly income toward the bills; and

WHEREAS, This affordable budget plan has the capacity and potential to reach between 100,000 and 200,000 households in Chicago alone, and in itself can secure warmth and comfort for many thousands of our citizens throughout the coming winter; now, therefore,

Be It Resolved, That the City Council of the City of Chicago goes on record in full support of the Illinois Home Emergency Assistance Plan, administered by our Department of Human Services for the benefit of our less privileged citizens. We support the goals and the continuation of this effective and helpful plan, and to that end do hereby memorialize the Governor of the State of Illinois and the Illinois General Assembly to do all in their power to encourage the growth of the Illinois Home Emergency Assistance Program.

COMMITTEE ON HOUSING.

APPROVAL OF AMENDMENT NUMBER ONE TO REDEVELOPMENT PLAN FOR BLIGHTED COMMERCIAL AREA MADISON-CICERO.

The Committee on Housing submitted the following report:

CHICAGO, May 23, 1988.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Eugene Sawyer, Acting Mayor (which was referred on April 20, 1988) authorizing the Mayor to approve:

The incorporation of an amendment (Amendment No. 1) to the Redevelopment Plan for Blighted Commercial Area Madison-Cicero.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) DOROTHY TILLMAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission approved the Redevelopment Plan for Blighted Commercial Area Madison-Cicero in May, 1986; and

WHEREAS, Said Redevelopment Plan was duly approved by the City Council of the City of Chicago on December 10, 1986; and

WHEREAS, The staff of the Department of Economic Development has submitted Amendment No. 1 to the Madison-Cicero Redevelopment Plan said amendment having been approved by the Commercial District Development Commission by Resolution 87-CDDC-18 on November 17, 1987; and

WHEREAS, Said amendment identifies properties in Blighted Commercial Area Madison-Cicero necessary to be acquired for redevelopment in accordance with the goals of the Redevelopment Plan; and

WHEREAS, The Commission recommends to this Body that it approve Amendment No. 1 to the Redevelopment Plan for Blighted Commercial Area Madison-Cicero and authorize the acquisition of certain real property identified in said amendment; now, therefore,

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

SECTION 1. Amendment No. 1 to the Redevelopment Plan for Blighted Commercial Area Madison-Cicero, dated November, 1987 and incorporated herein, is hereby approved.

SECTION 2. The acquisition, clearance and redevelopment of the real property described in Amendment No. 1 is in furtherance of the Redevelopment Plan for Blighted Commercial Area Madison-Cicero and said property should be acquired for the benefit of the public; said property being identified on the acquisition map incorporated into the Redevelopment Plan by Amendment No. 1.

SECTION 3. The Corporation Counsel of the City of Chicago is hereby authorized to negotiate on behalf of the City of Chicago with the owner or owners of said property for the purchase thereof by the City of Chicago.

SECTION 4. In the event that the Corporation Counsel is unable to agree with the owners of said property as to the compensation to be paid for such property, then title and possession shall be acquired by the City of Chicago through condemnation, and the Corporation Counsel is hereby authorized to institute proceedings in a court of competent jurisdiction to acquire title to and possession of said property for the City of Chicago in accordance with the eminent domain laws of the State of Illinois.

SECTION 5. This ordinance shall take effect upon its passage.

Amendment Number 1 to the Madison-Cicero Redevelopment Plan reads as follows:

Amendment No. 1

To The

Madison-Cicero Redevelopment Plan.

The Madison-Cicero Redevelopment Plan dated May, 1986 and approved by the City Council of the City of Chicago on December 10, 1986 is hereby amended:

1. Insert the Acquisition Map dated November, 1987; and
2. The properties identified on the Acquisition Map are described as follows:

Address	Permanent Real Estate Tax Index Number
4652 West Madison Street	16-10-329-17

Being Lot 31 in Block 39 of West Chicago Land Company's subdivision of the South 1/2 of Section 10-39-13; and

4700 West Madison Street	16-10-328-028
4710 West Madison Street	16-10-328-027
4712 West Madison Street	16-10-328-026
4728 West Madison Street	16-10-328-021

4756 West Madison Street

16-10-328-018

Being Lots 25 through 30, 37, and 43 through 48 in Block 40 of the West Chicago Land Company's subdivision of the South 1/2 of Section 10-39-13; and

4716 West Madison Street

16-10-328-033

4718 West Madison Street

16-10-328-032

Being a resubdivision of Lots 41 and 42 in Block 40 in West Chicago Land Company's subdivision of the South 1/2 of Section 10-39-13; and

4731 West Madison Street

16-15-100-010

4739 West Madison Street

16-15-100-006

4741 West Madison Street

16-15-100-005

4745 West Madison Street

16-15-100-004

Being Lots 13, 17, 18 and 19 in Block 2 of Hobart's subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 15-39-13; and

4830 West Madison Street

16-09-428-020

4828 West Madison Street

16-09-428-021

4826 West Madison Street

16-09-428-022

4824 West Madison Street

16-09-428-023

4812 West Madison Street

16-09-428-024

4800 West Madison Street

16-09-428-025

Being Lots 34 through 48 both inclusive in Block 12 of Derby's subdivision of the East 1/2 of the Southeast 1/4 of Section 9-39-13 except 5 acres in the Northeast corner thereof; and

4821 West Madison Street

16-16-202-015

4823 West Madison Street

16-16-202-059

Being Lots 9 and 10 in Mary J. Van Hagen's subdivision of Lot 1, except the West 250 feet thereof, in School Trustees subdivision of the North part of Section 16-39-13; and

22 South Cicero Avenue	16-16-202-049
26 South Cicero Avenue	16-16-202-050

Being Lots 3 through 5 in the block bounded by West Madison Street, South Cicero Avenue, West Monroe Street, and South Laverne Avenue in D. G. Davis' subdivision of Lots 2 and 3 in School Trustees subdivision of the North part of Section 16-39-13; and

4605 West Madison Street	16-15-101-010
4607 West Madison Street	16-15-101-009
4615 West Madison Street	16-15-101-034
4631 West Madison Street	16-15-101-005

Being Lots 2 through 16 both inclusive in E. A. Cummings' subdivision of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 15-39-13.

3. Properties Exempt From Acquisition.

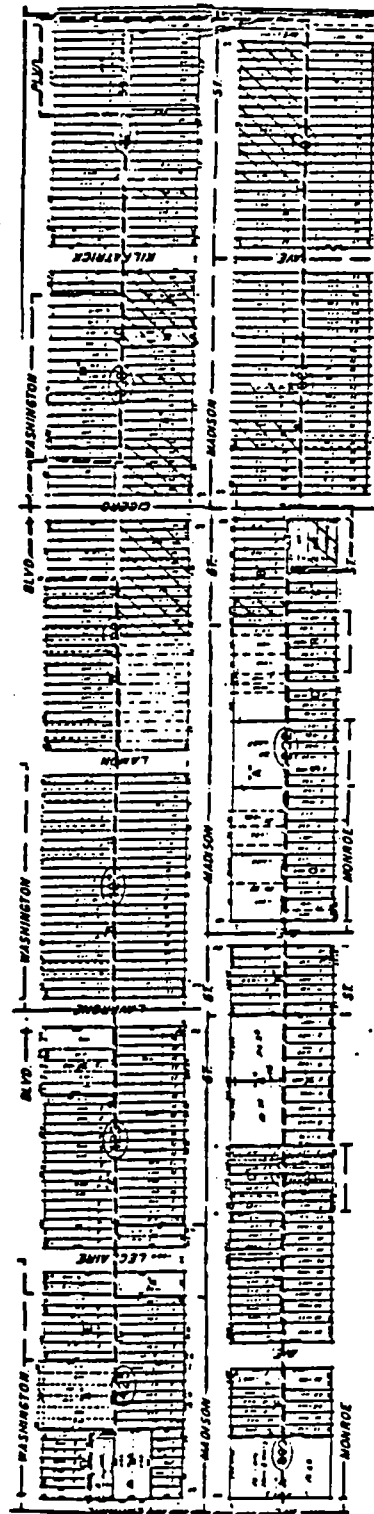
Those properties not identified for acquisition may be acquired if an owner is unwilling or unable to bring his properties into conformance with the Redevelopment Plan and all applicable codes and ordinances of the City of Chicago.

[Acquisition map attached to this amendment printed on
page 13754 of this Journal.]

APPROVAL OF AMENDMENT NUMBER TWELVE TO NEAR
WEST SIDE CONSERVATION PLAN.

The Committee on Housing submitted the following report:

(Continued on page 13755)



A
north

----- project boundary
1" = 300 ft.

/// to be acquired

ACQUISITION MAP
MADISON-CICERO
BLIGHTED COMMERCIAL AREA
COMMERCIAL DISTRICT
DEVELOPMENT COMMISSION
CITY OF CHICAGO
NOVEMBER, 1987

(Continued from page 13753)

CHICAGO, May 23, 1988.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Eugene Sawyer, Acting Mayor (which was referred on March 30, 1988) authorizing the Mayor to approve:

Amendment No. 12 to the Near West Side Conservation Plan in the Near West Side Conservation Area.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

Respectfully submitted,
(Signed) DOROTHY TILLMAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Conservation Plan for the Near West Side Conservation Area, as amended; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 86- DUR-52, adopted July 15, 1986, approved Plan Amendment No. 12 to said plan, which amendment is attached hereto; and

WHEREAS, Amendment No. 12 would change the land use for Parcel MR-101 (formerly LR-101) from low density residential to medium density residential; and

WHEREAS, The City Council has reviewed Amendment No. 12 and it is the sense of the City Council that the plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the plan, as amended, is in accord with the modern principals of urban planning, and the City Council desires to evidence its approval of the plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 12 to the Near West Side Conservation Plan, as amended, for the Near West Side Conservation Area, dated July, 1986, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

Amendment Number 12 to Near West Side Conservation Plan attached to this ordinance reads as follows:

Near West Side Conservation Plan

Amendment No. 12.

July, 1986.

The Near West Side Conservation Plan, as approved by the City Council of the City of Chicago on October 11, 1961 and as amended by Amendment No. 1 approved on June 29, 1969; Amendment No. 2 approved on August 1, 1969; Amendment No. 3 approved on May 23, 1978; Amendment No. 4 approved on October 24, 1978; Amendment No. 5 approved on September 16, 1980; Amendment No. 6 approved on May 28, 1981; Amendment No. 7 approved on May 5, 1982; Amendment No. 8 approved on July 27, 1983; Amendment No. 9 approved on August 7, 1985; Amendment No. 10 approved on June 6, 1986; and Amendment No. 11 approved by the Department of Urban Renewal Board on May 13, 1986 and currently pending in Council, is hereby amended as follows:

1. Substitute the Land Use Plan map dated May, 1986 with the Land Use Plan map dated July, 1986;

The Land Use Plan map has been revised to reflect the following change:

The Land Use for Disposition Parcel LR-101 (now MR-101), at 1437 West Flournoy Street, shall be changed from low density residential to medium density residential, in order to accommodate the development of two dwelling units on the parcel.

[Land Use Plan drawing and Land Use Plan map attached
to this amendment printed on pages 13758
through 13759 of this Journal.]

APPROVAL OF AMENDMENT NUMBER EIGHT TO CENTRAL
ENGLEWOOD URBAN RENEWAL PLAN.

The Committee on Housing submitted the following report:

CHICAGO, May 23, 1988.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Eugene Sawyer, Acting Mayor (which was referred on May 11, 1988) authorizing the Mayor to approve:

Amendment No. 8 to the Central Englewood Urban Renewal Plan.

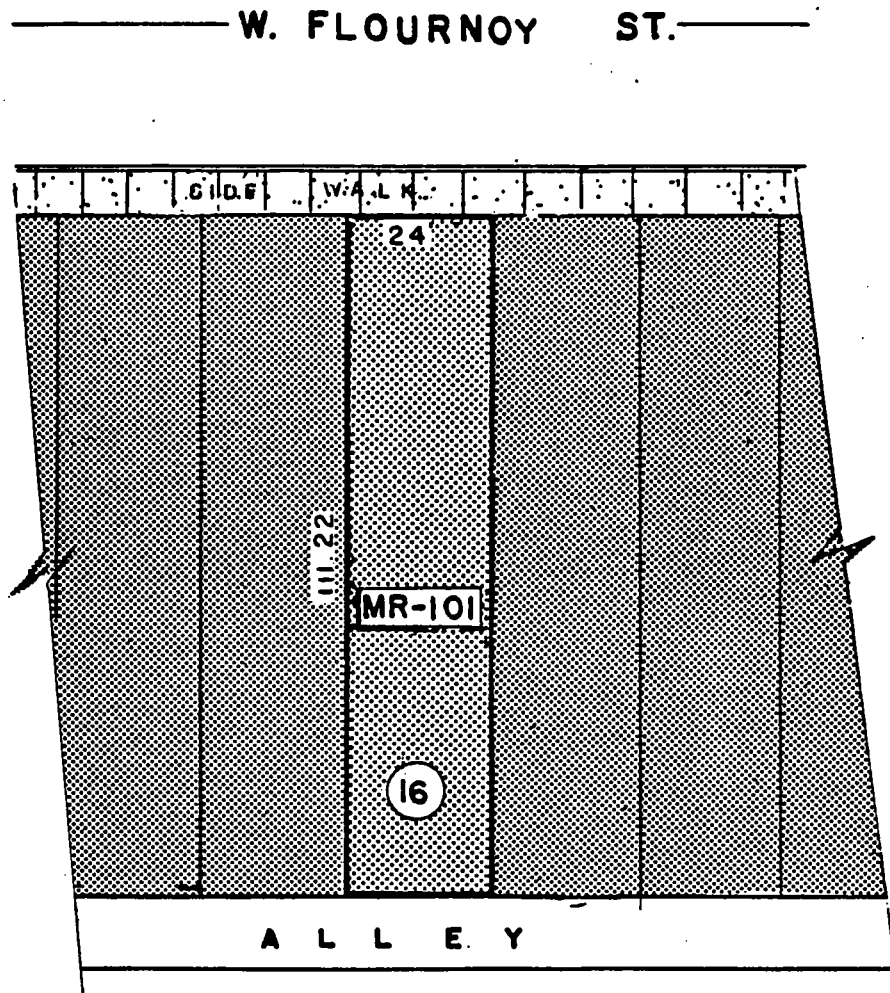
We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) DOROTHY TILLMAN,
Chairman.

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

(Continued on page 13760)

**LEGEND** RESIDENTIAL: MEDIUM DENSITY

0 15 30 45 60



SCALE IN FEET

LAND USE PLAN**NEAR WEST SIDE CONSERVATION AREA****AMENDMENT NO. 12****JULY, 1986****DEPARTMENT OF
CITY OF CHICAGO**

(Continued from page 13757)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal and the City Council heretofore approved the Central Englewood Urban Renewal Plan for the Central Englewood Conservation Area; and

WHEREAS, The Central Englewood Conservation Community Council, by a unanimous vote, on April 6, 1988, approved Plan Amendment No. 8 to said plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 88-DUR-8 adopted on April 26, 1988, approved Plan Amendment No. 8 to said plan, which amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Amendment No. 8 changes the Land Use Plan from parking to business use with related parking for the land east of the business area located between 6149--6223 South Halsted Street. The parcel of land is bounded on the north and east by the south and west lines of South Halsted Parkway; and on the west by the east line of South Halsted Street; and on the south by the north line of West Englewood Avenue, shall be changed from parking to business use with related parking; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 8 together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan; as amended; now, therefore,

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

SECTION 1. That Amendment No. 8 to the Central Englewood Urban Renewal Plan, as amended, dated April, 1988, incorporated herein by reference, having been duly considered, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Amendment No. 8 to Central Englewood Urban Renewal Plan attached to this ordinance reads as follows:

Department Of Housing

City Of Chicago.

*Central Englewood Urban Renewal Plan
Amendment No. 8.*

The Central Englewood Urban Renewal Plan, dated June, 1964 and approved by the City Council on July 8, 1964, including Amendment No. 1 dated September, 1967 and approved by the City Council on April 17, 1968; Amendment No. 2 dated September, 1973 and approved by the City Council on January 16, 1974; Amendment No. 3 dated September, 1975 and approved by the City Council on November 14, 1975; Amendment No. 4 dated January, 1982 and approved by the City Council on March 19, 1982; Amendment No. 5 dated May, 1982 and approved by the City Council on June 30, 1982; Amendment No. 6 dated August, 1983 and approved by the City Council on May 9, 1984; and Amendment No. 7 dated July 31, 1984 and approved by the City Council on October 30, 1986.

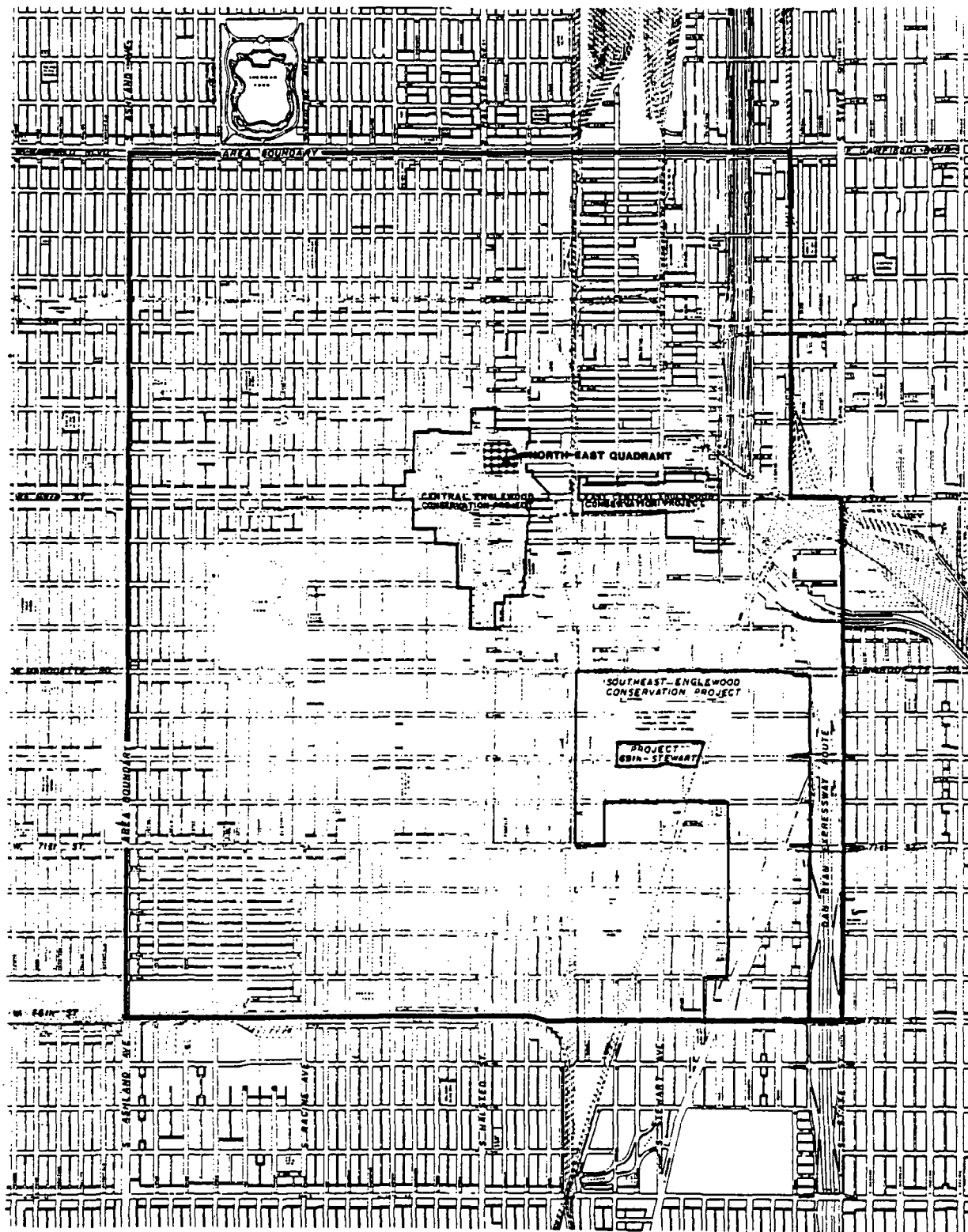
Item 1

Replace the Land Use Plan Map dated July, 1984 with the Land Use Map dated April, 1988.

This Land Use Map will reflect the following changes:

The area is bounded on the north and east by the south and west line of South Halsted Parkway; and on the west by the east line of South Halsted Street; and on the south by the north line of West Englewood Avenue shall be changed from parking to business use with related parking.

[Land Use Plan Map and Land Use Plan drawings attached to this
amendment printed on pages 13762 through 13764
of this Journal.]



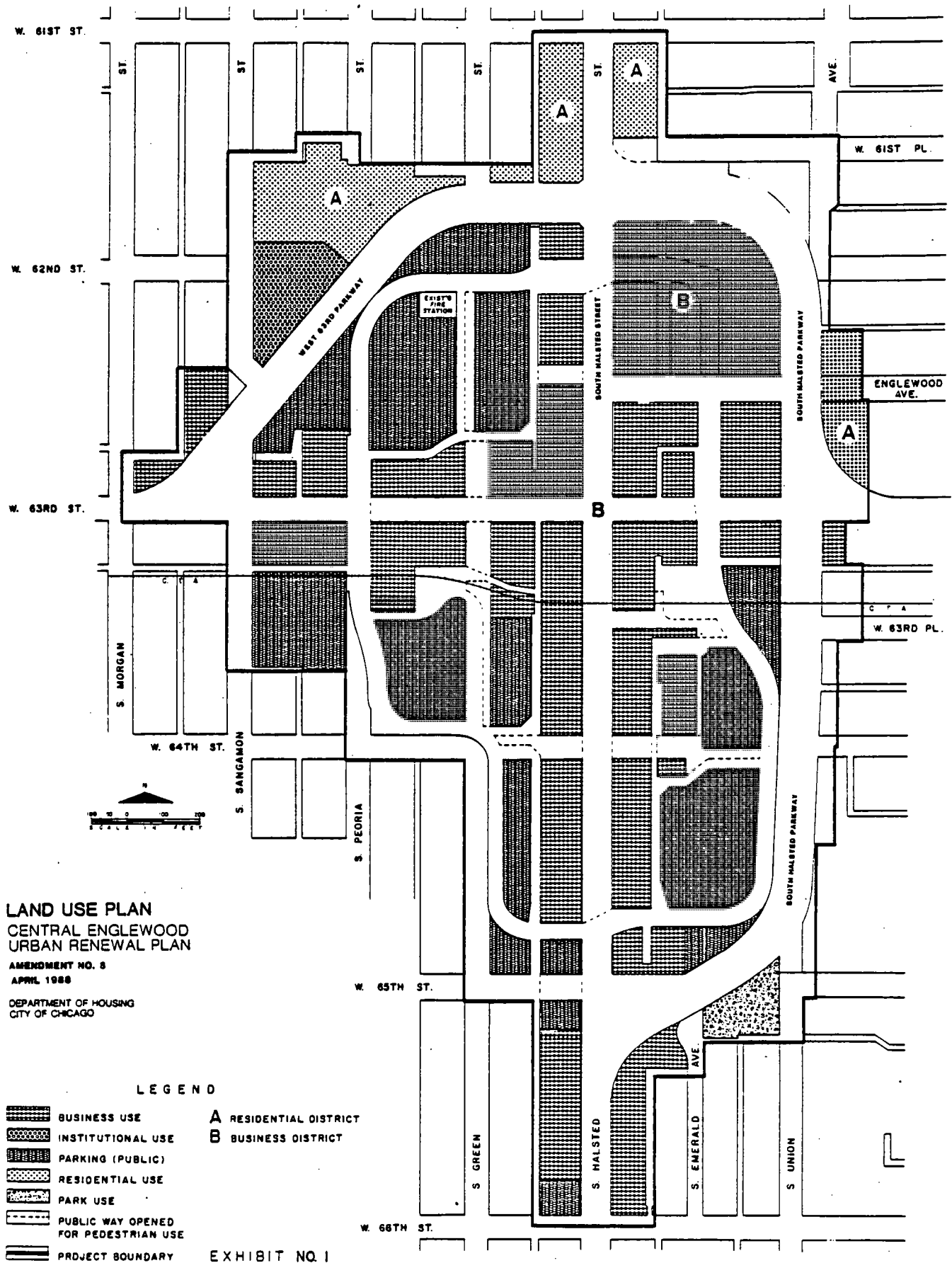
ENGLEWOOD CONSERVATION AREA

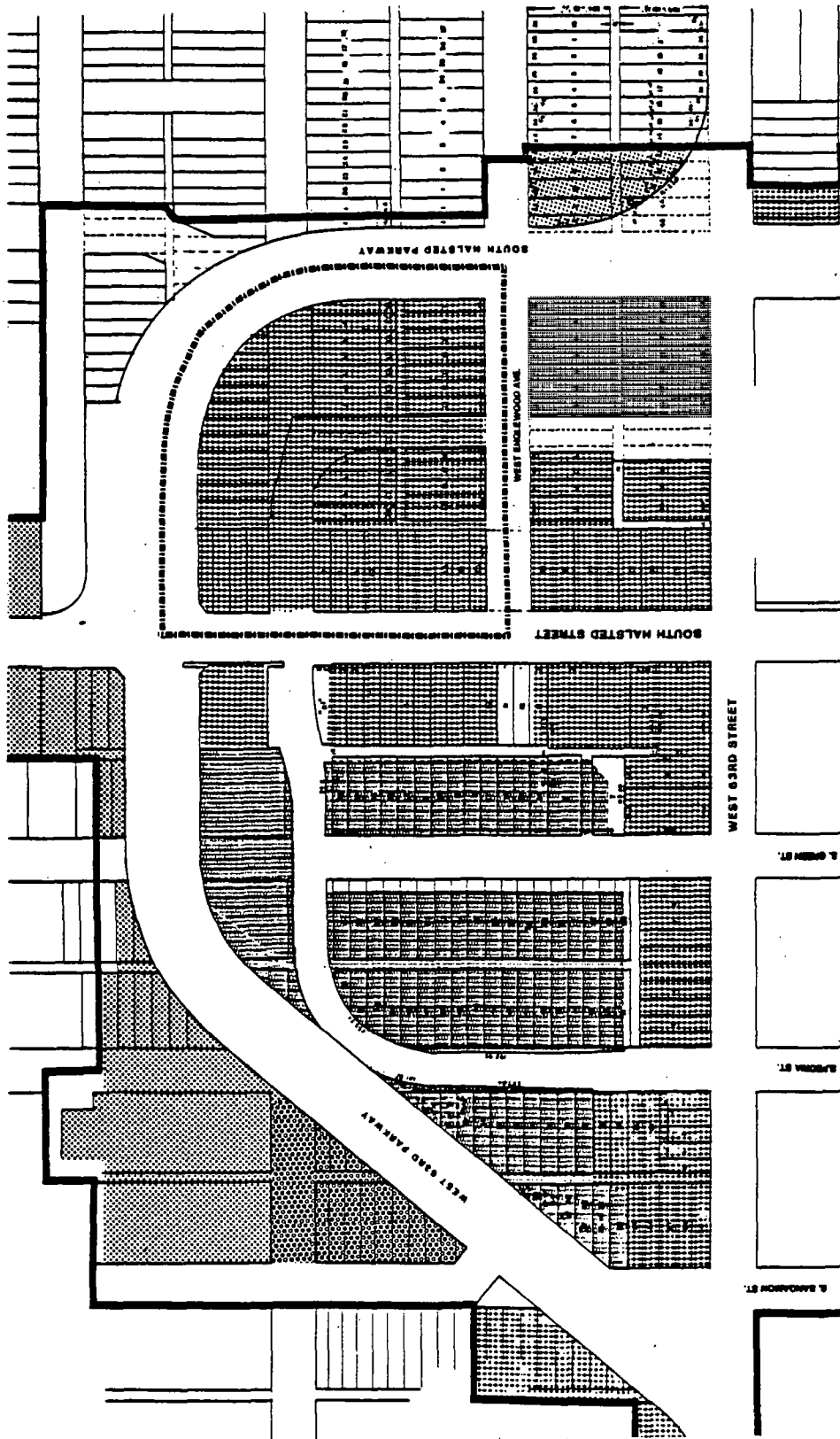
AMENDMENT NO. 8 APRIL 1988

 NORTH-EAST QUADRANT

DEPARTMENT OF HOUSING
CITY OF CHICAGO







PROPOSED LAND USE PLAN (PARTIAL)

NORTH-EAST QUADRANT

CENTRAL ENGLEWOOD

URBAN RENEWAL PLAN

AMENDMENT NO. 6

APRIL 1988

LAND USES

- PROJECT BOUNDARY
- BUSINESS USE
- INSTITUTIONAL USE
- PARKING (PUBLIC)
- RESIDENTIAL USE
- PARK USE
- PUBLIC WAY OPENED FOR PEDESTRIAN USE

NORTH-EAST QUADRANT

N

SCALE IN FEET

DEPARTMENT OF HOUSING

CITY OF CHICAGO

DESIGNATION OF REDEVELOPMENT PROJECT
47TH-DR. MARTIN LUTHER KING, JR.
DRIVE AS SLUM AND
BLIGHTED AREA.

The Committee on Housing submitted the following report:

CHICAGO, May 23, 1988.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Eugene Sawyer, Acting Mayor (which was referred on May 11, 1988) authorizing the Mayor to approve:

The designation of the Department of Urban Renewal of Project 47th-Dr. Martin Luther King, Jr. Drive.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) DOROTHY TILLMAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Consolidation Act of 1961, Illinois Revised Statutes, 1965, Chapter 67-1/2, Section 91.101 et seq., hereinafter referred to as the "Act" authorizes a Department of Urban Renewal, hereinafter referred to as the "Department" with Federal, State and City grant funds, to provide for the eradication and redevelopment of slum and blighted areas; and

WHEREAS, The Department has made a study of a tract of land in the City of Chicago, said area being hereinafter more fully described and found that the area or improvements, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or layout, or any combination of these factors, are detrimental to the public safety, health, morals or welfare; and

WHEREAS, Redevelopment of said area will be in accordance with a redevelopment plan to be approved by the Department of Urban Renewal and submitted to this Body for its review; and

WHEREAS, Section 91.111 of the Act provides that whenever a Department determines that a particular slum or blighted area, as defined in said Act, should be acquired pursuant to the provisions of said Act, such determination shall be evidenced by a resolution adopted by the Department, and a certified copy thereof shall be delivered to the governing body of the municipality in which the area is situated; and

WHEREAS, The Department has, by Resolution No. 88-DUR-26, adopted April 26, 1988, a certified copy of which has been delivered to the City Council of the City of Chicago, determined that said area should be acquired pursuant to the provisions of the Act, and has designated said area as Slum and Blighted Area Redevelopment Project 47th-Dr. Martin Luther King, Jr. Drive; now, therefore,

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

SECTION 1. Having been advised that the Department of Urban Renewal found that the area hereinafter referred to in Section 2 of this ordinance as Slum and Blighted Area Redevelopment Project 47th-Dr. Martin Luther King, Jr. Drive, is a Slum and Blighted Area and has determined that said area should be acquired pursuant to the provisions of the Urban Renewal Consolidation Act of 1961, such determination having been evidenced by a resolution adopted by said Department, a certified copy of which has been delivered to the City Council, and the City Council having been advised by the Department of Urban Renewal that it desires to acquire said area for slum clearance and redevelopment, the City Council hereby approves said designation determination of the Department of Urban Renewal to acquire the area hereby designated as Slum and Blighted Area Redevelopment Project 47th-Dr. Martin Luther King, Jr. Drive within the provisions of the Act.

SECTION 2. The area to be acquired by the Department of Urban Renewal, pursuant to the approval of the City Council hereinabove conferred in Section 1 of this ordinance, designated as Slum and Blighted Area Redevelopment Project 47th-Dr. Martin Luther King, Jr. Drive is described as follows:

Beginning at the intersection of the center line of the eastern inner drive of Dr. Martin Luther King, Jr. Drive and the center line of East 47th Street; thence east 191 feet along said center line to the intersection of the alley parallel to and just east of Dr. Martin Luther King, Jr. Drive; thence north along said line to the intersection of the center line of East 46th Place; thence east along said line for 108 feet; thence south along a line for 165 feet to the intersection of the center line of the alley parallel to and north of East 47th Street; thence east along said line to the intersection of the center line of the north-south alley located just west of South Vincennes; thence north along said line for 58 feet to the intersection of a line, which runs parallel to and is 108 feet south of the center line of East 46th Place; thence east along said line to the center line of South Vincennes; thence south along said line to the intersection of the center line of East 47th Street; thence east along said center line to the intersection of the center line of South Forrestville Avenue; thence south along said line to the intersection of a line parallel to and 183 feet north of the center line of East 48th Street; thence west along said line to the intersection of the center line of South Vincennes Avenue; thence north along said line to the intersection of a line 133 feet south of and parallel to the center line of East 47th Street; thence east along said line to the intersection of the west side of the alley which runs parallel to King Drive; thence south along said line for 60 feet; thence west 221 feet along a line located 183 feet south of and parallel to the center line of 47th Street; thence south 19 feet along a line parallel to Dr. Martin Luther King, Jr. Drive; thence west along a line parallel to 47th Street to the intersection of the center line of the eastern inner drive of Dr. Martin Luther King, Jr. Drive; thence north along said center line to the point of beginning, all in the West 1/2 of the Northeast 1/4 of Section 10, Hyde Park Township 38, Range 14, East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois; all as shown on the maps attached hereto and made a part hereof.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

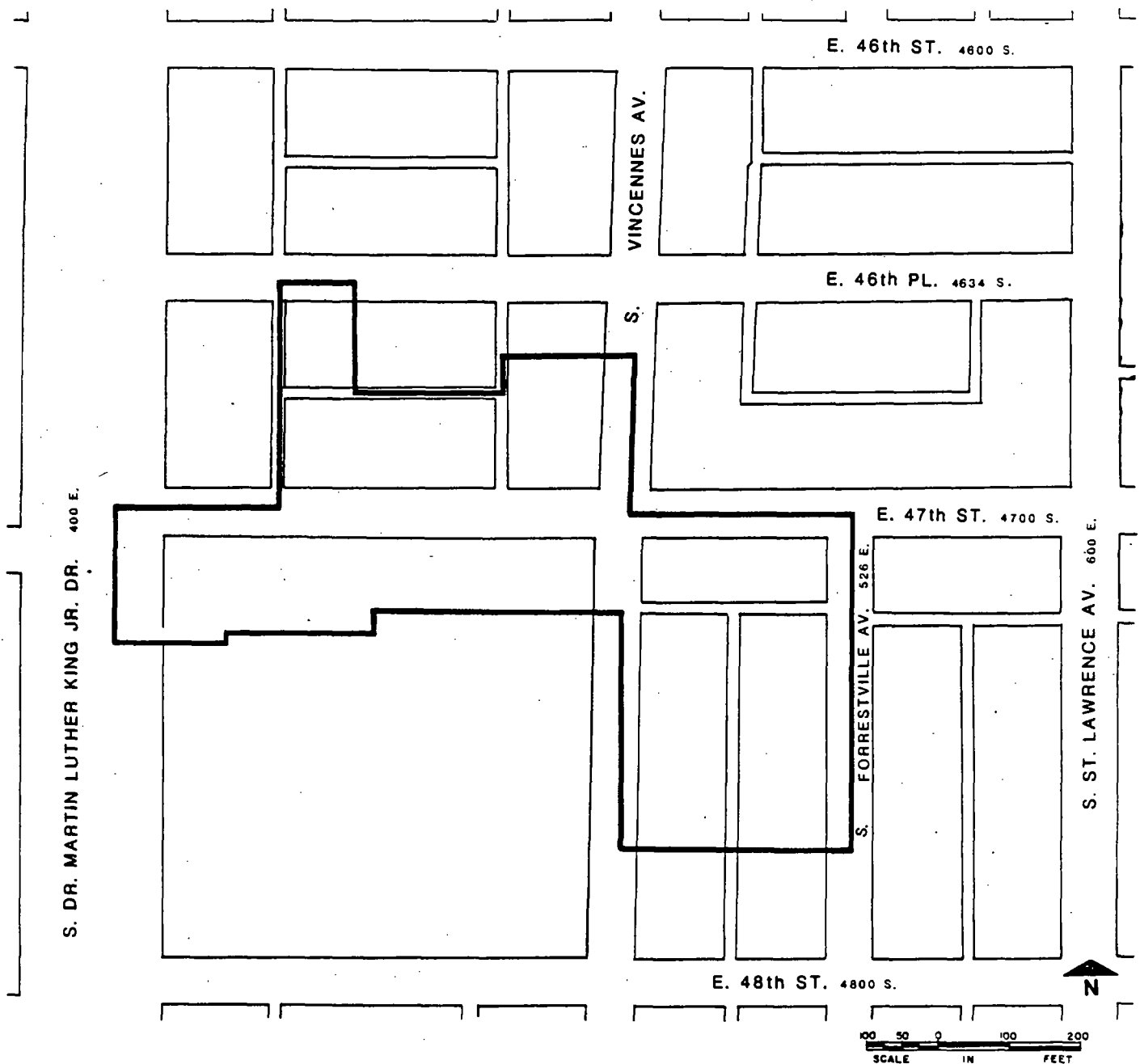
[Maps attached to this ordinance printed on pages 13768
through 13770 of this Journal.]

APPROVAL OF REDEVELOPMENT PLAN FOR PROJECT 47TH-
DR. MARTIN LUTHER KING, JR. DRIVE.

The Committee on Housing submitted the following report:

CHICAGO, May 23, 1988.

(Continued on page 13771)



47th - DR. MARTIN LUTHER KING JR. DRIVE

BOUNDARY MAP

DESIGNATION REPORT

APRIL 1988

LEGEND

PROPOSED PROJECT
BOUNDARY

DEPARTMENT OF HOUSING
CITY OF CHICAGO


NORTH



47th - DR. MARTIN LUTHER KING JR. DRIVE EXISTING LAND USE

**DESIGNATION REPORT
APRIL 1988**



**DEPARTMENT OF HOUSING
CITY OF CHICAGO**

LEGEND

-  **BUSINESS**
-  **RESIDENTIAL BUSINESS**
-  **RESIDENTIAL**
-  **RESIDENTIAL PARKING**
-  **VACANT LAND**
-  **PROPOSED
PROJECT BOUNDARY**



47th - DR. MARTIN LUTHER KING JR. DRIVE EXISTING STRUCTURES BY USE

DESIGNATION REPORT
APRIL 1988



DEPARTMENT OF HOUSING
CITY OF CHICAGO

LEGEND



BUSINESS



RESIDENTIAL BUSINESS



RESIDENTIAL

PROPOSED PROJECT BOUNDARY

(Continued from page 13767)

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Eugene Sawyer, Acting Mayor (which was referred on May 11, 1988) authorizing the Mayor to approve:

The Redevelopment Plan for Project 47th-Dr. Martin Luther King, Jr. Drive.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) DOROTHY TILLMAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago has, by ordinance passed heretofore approved the designation of the area described as Slum and Blighted Area Redevelopment Project 47th-Dr. Martin Luther King, Jr. Drive; and

WHEREAS, The Department of Urban Renewal Board has, pursuant to Resolution No. 88-DUR-27 adopted April 26, 1988, submitted a duly approved Redevelopment Plan for Slum and Blighted Area Redevelopment Project 47th- Dr. Martin Luther King, Jr. Drive Redevelopment Plan, dated April, 1988; consisting of five (5) pages and three (3) exhibits,

including a narrative description of the Plan, a boundary map, land map, and an acquisition map; and

WHEREAS, The Department of Housing maintains a program of assistance for the relocation of individuals, families and businesses that will be displaced as a result of carrying out the project in accordance with the Redevelopment Plan; and

WHEREAS, The Department of Urban Renewal Board has identified certain properties in Slum and Blighted Area Redevelopment Project 47th-Dr. Martin Luther King, Jr. Drive which must be acquired for the implementation of the Redevelopment Plan and has incorporated a list of these properties and a map showing their location entitled "Acquisition Map," dated April, 1988 into the Redevelopment Plan; and

WHEREAS, The Department of Urban Renewal Board has transmitted a certified copy of Resolution No. 88-DUR-27 to the Council with a request that this Body approve the Redevelopment Plan and authorize the acquisition of certain real property within the Slum and Blighted Area Redevelopment Project 47th-Dr. Martin Luther King, Jr. Drive as indicated in the Acquisition Map which has been incorporated in the Redevelopment Plan; and

WHEREAS, This Body has reviewed the Redevelopment Plan, and the recommendations of the Department of Housing and finds that said plan is in accord with modern principles of urban planning and with the general recommendations of the Chicago Plan Commission for the redevelopment of the area covered and now desires to evidence its approval of said Redevelopment Plan; now, therefore,

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

SECTION 1. The 47th-Dr. Martin Luther King, Jr. Drive Redevelopment Plan, dated April, 1988 incorporated herein by reference, is hereby approved.

SECTION 2. The acquisition, clearance, and redevelopment of the real property is in furtherance of the Redevelopment Plan for Slum and Blighted Project 47th-Dr. Martin Luther King, Jr. Drive and should be acquired for the benefit of the public; such property is identified on the Acquisition Map which has been incorporated into the Redevelopment Plan and is attached hereto and is incorporated herein by this reference.

SECTION 3. The Corporation Counsel of Chicago is hereby authorized to negotiate on behalf of the City of Chicago with the owner or owners of the above properties for the purchase thereof by the City of Chicago.

SECTION 4. In event that the Corporation Counsel is unable to agree with the owners as to the compensation to be paid, then title and possession of the real property described herein shall be acquired by the City of Chicago through condemnation and the Corporation Counsel is hereby authorized to institute proceedings in a court of competent jurisdiction to acquire title to and possession of said property for the City of Chicago in accordance with the eminent domain laws of the State of Illinois.

SECTION 5. This ordinance shall be effective immediately upon the passage thereof.

Redevelopment Plan attached to this ordinance reads as follows:

Department Of Urban Renewal

City Of Chicago

Redevelopment Plan For Slum And Blighted

Area Redevelopment

47th Street-Dr. Martin Luther King, Jr. Drive.

I. Boundaries Of Project Area.

A. The area is generally bounded as follows:

On the north by East 47th Street, East 46th Place, the alley just north of and parallel to East 47th Street, a line 75 feet south of East 46th Place and East 47th Street, on the east by a line 265 feet east of and parallel to South M. L. King Drive, South Vincennes Avenue and South Forrestville Avenue, on the south by a line 150 feet north of East 48th Street and a line 100 feet south of East 47th Street, and a line 160 feet south of East 47th Street, on the west by South Vincennes Avenue, South M. L. King Drive and the alley just east of and parallel to South M. L. King Drive.

1. Boundary Map:

The precise boundaries are shown on the Boundary Map attached, Exhibit 1.

2. Legal Description:

The precise boundaries are described in the legal description.

II. Urban Renewal Plan Objectives.

The objectives of this plan include the revitalization of the 47th Street Commercial Strip and the provision of new housing units in the project area. This will be accomplished through the assemblage of developable sites. Land that is currently vacant will be aggregated with land where there are structurally substandard

structures that will be removed to provide for redevelopment of the area. Rehabilitation of structures to remain in the area will be encouraged.

III. Proposed Renewal Activities.

Rehabilitation, acquisition, clearance, relocation and disposition of land for redevelopment is proposed for this project area.

A. Acquisition:

Description of conditions under which properties will be acquired:

1. Vacant and blighted land may be acquired by the city for the purpose of aggregating a development site.
2. Structures may be acquired and cleared to eliminate blighting influences, including among others, obsolete buildings not suitable for improvement and conversion, or any other identifiable hazard to the health, safety and well being of the community.

B. Special Conditions Under Which Properties Designated For Acquisition May Be Exempted From Acquisition:

Any property which is not required for public improvements and facilities which can be brought into conformance with the objectives of the Plan and city codes and ordinances may be excluded from acquisition.

C. Property Disposition:

1. The specific types of land use to be permitted and restrictions to be imposed in each of the major land use areas are indicated on the attached map entitled "Land Use Plan Map" and are set forth below.
2. Circulation Requirements:

The attached "Land Use Map" shows all major streets necessary for adequate circulation in the area.
3. Statement Of Obligation To Be Imposed On Redevelopers.

The design of the development should provide for:

- An attractive residential environment.

- The optimum amount of usable open space for residential and commercial structures.
- Screened and landscaped parking areas that are unobtrusive.
- Maximum separation and protection of pedestrian access routes from vehicular traffic.
- Screening and buffering between non-residential and residential uses.

4. Duration Of Controls:

The redevelopers, their successors or assigns, will be required by contract to observe provisions of this Redevelopment Plan for a period of forty (40) years from the date of City Council approval of the first land disposition in the project area.

D. Rehabilitation:

Properties in the area must be brought into conformance with the City of Chicago's codes within two years of the sale of first parcel of land. Properties in blighted and deteriorated condition may be acquired by the Department of Housing for rehabilitation purposes.

IV. General Land Use Plan.

A. Land Use Provisions:

1. Residential/Business Use And Related Use:

- Areas designated for Residential/Business use are intended to provide commercial services, consumer goods, and residential units. Activities must be compatible with adjacent structures.
- Mixed use structures in the area must be brought up to city code within 2 years of the sale of the first parcel of land.
- Rehabilitation of structures should result in a facade that provides attractive street level frontage.
- Materials utilized for building facade rehabilitation must be compatible with the surrounding architecture.

- Where there is substantial rehabilitation of structures handicap access should be provided.
- Density of development shall be guided by current zoning as specified in the City of Chicago Zoning Ordinance.

2. Business And Related Use:

- Areas designated for business use are intended to provide commercial services and consumer goods for the surrounding community.
- Areas designated for parking shall be provided for as specified in the City of Chicago Zoning Ordinance.
- Rehabilitation or new development of commercial structures must be harmonious with surrounding structures and architecture.
- Provision of adequate parking as specified in the Chicago Zoning Ordinance shall be provided.
- Entrances and exits from parking areas must be located to minimize commercially generated traffic on residential side streets.
- The maximum floor to area ratio for new construction shall be: 2.2.
- Structures in the area must be brought up to meet city code standards within 2 years of the sale of the first parcel of land.

3. Medium Density And Related Residential Use:

- Residential development in this area should provide a variety of housing types for mixed income levels.
- A maximum of 50 residential units per acre will be permitted in this area.
- Adequate open space shall be provided.
- Development should be harmonious with surrounding uses and architecture. Building height should not exceed five stories.
- Off street parking shall be provided in accordance with the Chicago Zoning Ordinance.

4. Off Street Parking And Open Space:

Related parking for commercial and mixed use structures is to be provided in these areas.

Landscaping should be provided to serve as a buffer between the parked cars and the street.

Entrances and exits must be located to blend in with current traffic flows and minimize commercially generated traffic on residential streets.

V. Other Provisions Necessary To Meet Requirements Of Applicable State Or Local Law.

Execution of the Redevelopment Plan:

The following governmental entities will be responsible for carrying out the Redevelopment Plan:

Department of Urban Renewal--(City of Chicago).

This department has the major responsibility for the overall implementation of the plan, pursuant to the Illinois Urban Renewal Consolidation Act. Included among such responsibilities and functions are:

- a. General supervision and responsibility for execution of the plan.
- b. Review of acquisition procedures, approval of acquisition prices, and approval of all aspects of acquisition.
- c. Management and relocation.
- d. Coordination of all site clearance, demolition and site improvement and preparation.
- e. Installation of new local streets and sidewalks, and resurfacing of local streets as required.
- f. Supervision and approval of disposition activities.
- g. Negotiation with other public agencies in connection with acquisition of land by these latter agencies.
- h. Review and approval of site plans submitted by redevelopers, including public agencies.

- i. Duties in connection with project administration, including prime responsibility for project execution, including necessary legal activities, public hearings, amendments to plan, revisions in project budget, and other activities normally undertaken in connection with carrying out a project.

Law Department--(City of Chicago).

The Law Department of the City of Chicago will handle land acquisition for the renewal program. They will review the initial set of appraisals; contract for the second set of appraisals; undertake negotiations for acquiring the parcels; institute condemnation proceedings; close transactions at prices acceptable to the Department of Urban Renewal of the City of Chicago and furnish records on ownership, negotiation progress and acquisition progress to the Department of Urban Renewal; and enter into contracts for preparation of title reports and property line maps with the concurrence of the Department of Urban Renewal.

In addition, the Law Department has reviewed and will continue to review all contracts entered into by the Department of Urban Renewal in accordance with local procedures.

VI. Provisions For Amending The Plan.

Any changes, revisions or amendments to this plan must be approved by the Department of Urban Renewal, the Chicago Plan Commission, and the Chicago City Council.

Legal description attached to this Plan of Development reads as follows:

Legal Description

Beginning at the intersection of the center line of the eastern inner drive of Dr. Martin Luther King, Jr. Drive and the center line of East 47th Street; thence east 191 feet along said center line to the intersection of the alley parallel to and just east of South M. L. King Drive; thence north along said line to the intersection of the center line of East 46th Place; thence east along said line for 108 feet; thence south along a line for 165 feet to the intersection of the center line of the alley parallel to and north of East 47th Street; thence east along said line to the intersection of the center line of the north-south alley located just west of South Vincennes; thence north along said line for 58 feet to the intersection of a line, which runs parallel to and is 108 feet south of the center line of East 46th Place; thence east along said line to the center line of South Vincennes; thence south along said line to the intersection of the center line of East 47th Street; thence east along said center line to the intersection of the center line of South Forrestville Avenue; thence south along said line to the intersection of a line parallel to and 183 feet north of the center line of East 48th Street; thence west along said line to the intersection of the center line of South

Vincennes Avenue; then north along said line to the intersection of a line 133 feet south of and parallel to the center line of East 47th Street; thence east along said line to the intersection of the west side of the alley which runs parallel to South M. L. King Drive; thence south along said line for 60 feet; thence west 221 feet along a line located 183 feet south of and parallel to the center line of East 47th Street; thence south 19 feet along a line parallel to South M. L. King Drive; thence west along a line parallel to East 47th Street to the intersection of the center line of the eastern inner drive of Dr. Martin Luther King Drive; thence north along said center line to the point of beginning, all in the West 1/2 of the Northeast 1/4 of Section 10, Hyde Park Township 38, Range 14, East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois.

[Maps attached to this Plan of Development printed
on pages 13780 through 13782 of
this ordinance.]

APPROVAL OF AMENDMENT NUMBER EIGHT TO SOUTHEAST
ENGLEWOOD URBAN RENEWAL PLAN.

The Committee on Housing submitted the following report:

CHICAGO, May 23, 1988.

To the President and Members of the City Council:

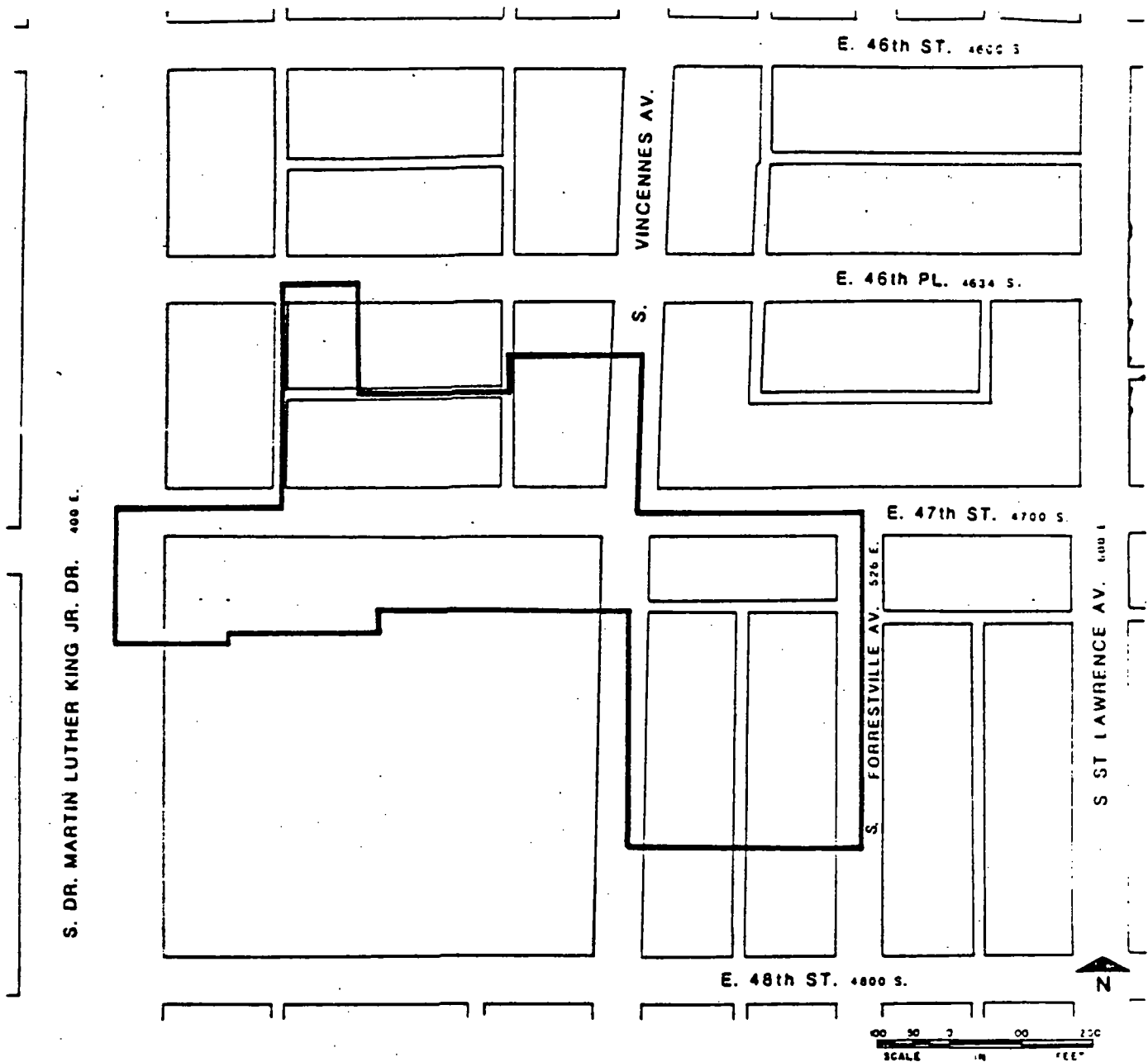
Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Eugene Sawyer, Acting Mayor (which was referred on March 30, 1988) authorizing the Mayor to approve:

Amendment No. 8 to the Southeast Englewood Urban Renewal Plan.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

(Continued on page 13783)



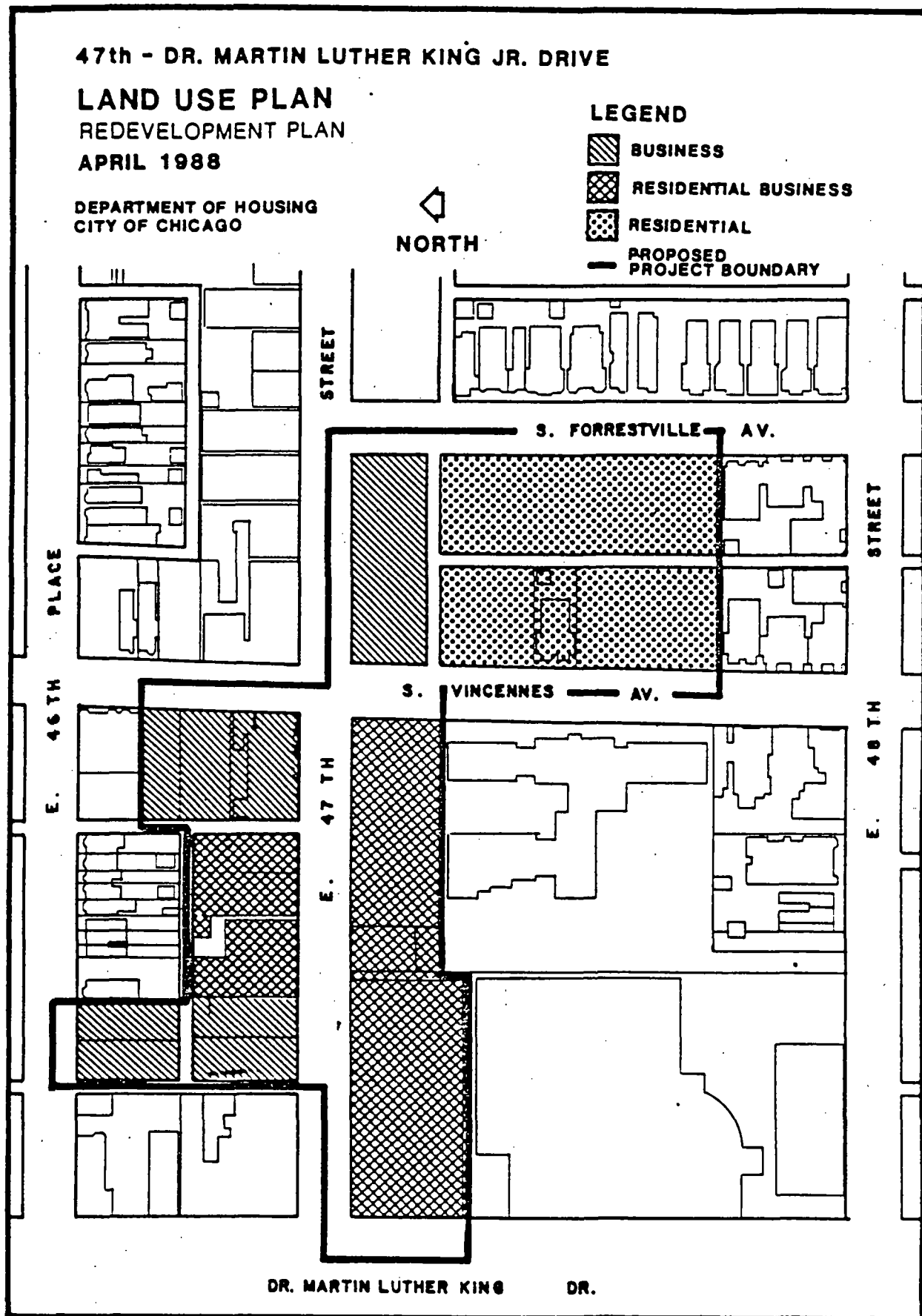
**47th - DR. MARTIN LUTHER KING JR. DRIVE
BOUNDARY MAP**
REDEVELOPMENT PLAN
APRIL 1988

DEPARTMENT OF HOUSING
CITY OF CHICAGO



LEGEND
PROPOSED PROJECT
BOUNDARY





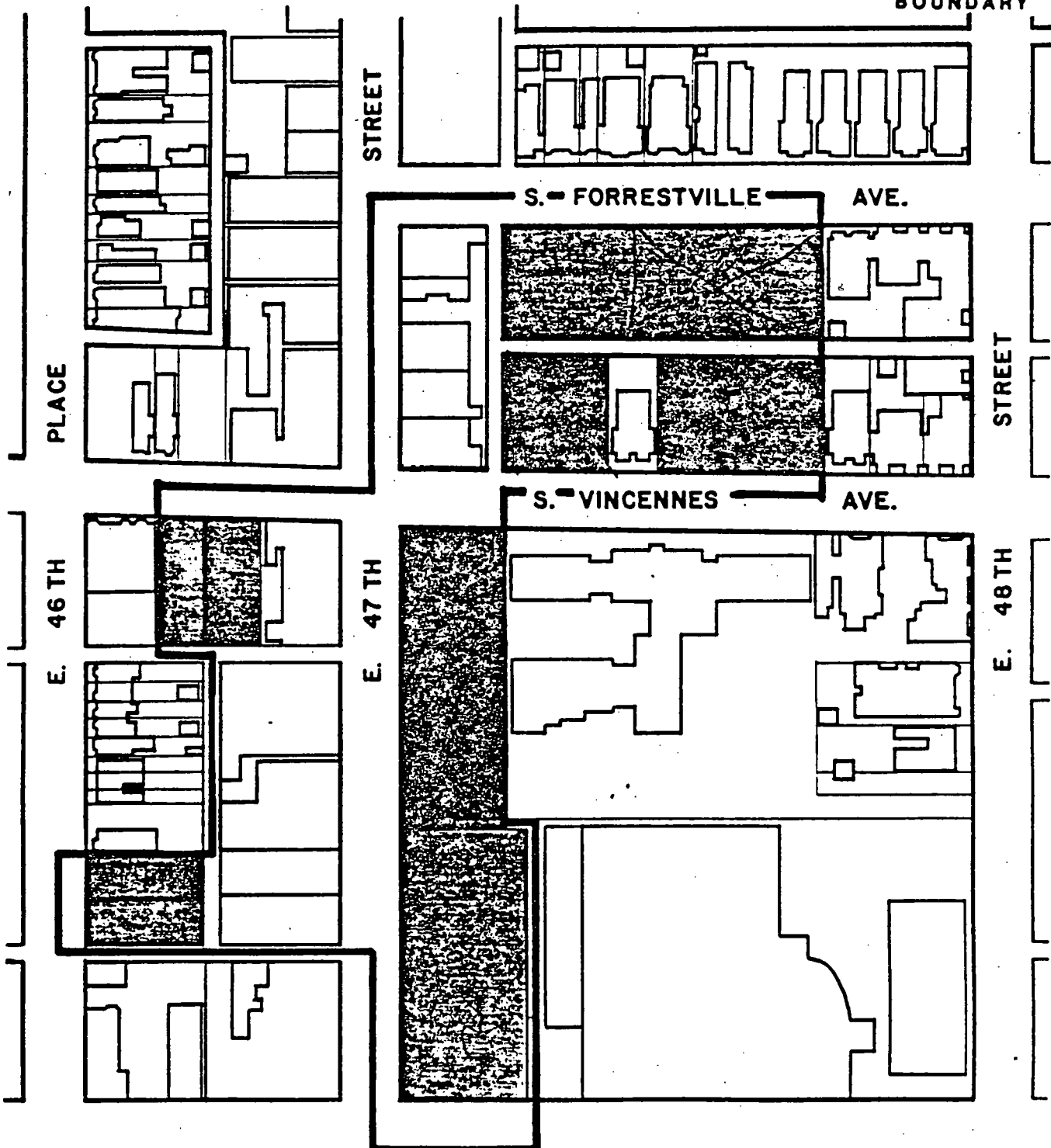
47th - DR. MARTIN LUTHER KING JR. DRIVE

ACQUISITION MAP

APRIL 1988

DEPARTMENT OF HOUSING
CITY OF CHICAGO

LEGEND

 PROPERTY TO BE
ACQUIRED PROPOSED PROJECT
BOUNDARYNORTH


DR. MARTIN LUTHER KING DRIVE

(Continued from page 13779)

Respectfully submitted,
(Signed) DOROTHY TILLMAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal and the City Council heretofore approved the Southeast Englewood Urban Renewal Plan for the Southeast Englewood Conservation Area; and

WHEREAS, The Southeast Englewood Conservation Community Council, by a unanimous vote, on February 16, 1988, approved Plan Amendment No. 8 to said Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 88-DUR-15 adopted on February 24, 1988, approved Plan Amendment No. 8 to said Plan, which amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Amendment No. 8 makes two changes to the previous land use map, changing the land use from Parks and Public Facilities to Residential Parking for the land south of 72nd Street between South Wentworth Avenue and South Vincennes Avenue, as well as changing the land use from Commercial to Institutional use for the parcel of land bounded by West 69th Street on the north, South Wentworth Avenue on the east, an irregular line parallel to and approximately 200 to 250 feet south of 69th Street on the south and the C.R.I.P. Railroad tracks on the west; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 8 together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore;

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

SECTION 1. That Amendment No. 8 to the Southeast Englewood Urban Renewal Plan, as amended, dated February, 1988, incorporated herein by reference, having been duly considered, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Amendment No. 8 attached to this ordinance reads as follows:

Southeast Englewood

Urban Renewal Plan

Amendment No. 8.

The Southeast Englewood Urban Renewal Plan, dated October, 1961 and approved by the City Council on June 15, 1962, including Amendment No. 1, dated April 12, 1966 and approved by the City Council on July 11, 1966; Amendment No. 2, dated July 26, 1966 and approved by the City Council on September 19, 1966; Amendment No. 3, dated March 6, 1969 and approved by the City Council on March 14, 1969; Amendment No. 4, dated April, 1971 and approved by the City Council on July 21, 1971; Amendment No. 5, dated November, 1974 and approved by the City Council on May 8, 1975; Amendment No. 6, dated September 11, 1979 and approved by the City Council on October 24, 1979; and Amendment No. 7 dated May 15, 1984 and approved by the City Council on September 18, 1984.

Item I:

Replace the Land Use Plan Map dated May, 1984 with the Land Use Map dated February, 1988.

This Land Use Plan will reflect the following changes:

A) The proposed Parcel LR-74 comprising 15,567.0 square feet of land shall be changed from Parks and Public Facilities to Residential Parking and Open Space.

The boundary of this parcel is described as follows:

That part 125 feet south of 72nd Street on the north; the junction of South Wentworth and South Vincennes on the south, South Vincennes on the east and South Wentworth on the west. The addresses are 7219--7239 South Wentworth and 7210--7246 South Vincennes.

B) The proposed Parcel B-2 located at 245--301 West 69th Street, incorporating 87,875.53 square feet of land, shall be changed from Commercial Use to Private Institutional Use. The area shall be controlled by a maximum floor area ratio of 1.5.

The boundary of this parcel is described as follows:

69th Street on the north, S. Wentworth on the east, an irregular line parallel to and approximately 200 to 250 feet south of 69th Street on the south and the C.R.I.P. tracks on the west.

[Land Use Plan maps and drawings attached to this Amendment No. 8
printed on pages 13786 through 13789
of this Journal.]

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION.

DEPARTMENT OF CONSUMER SERVICES TO SUPERVISE CERTAIN AUTO REPAIR SHOPS.

The Committee on Human Rights and Consumer Protection submitted the following report:

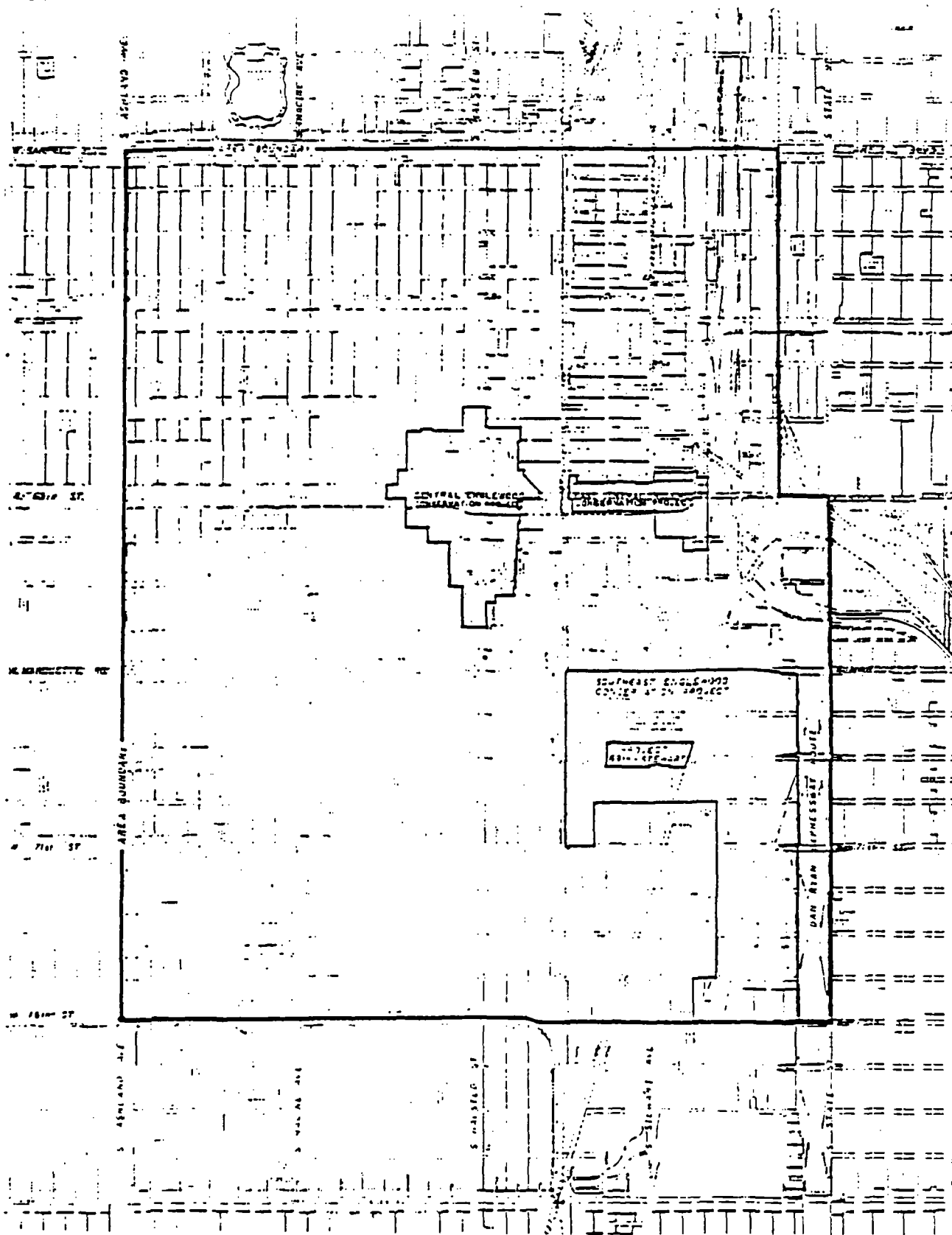
To the President and Members of the City Council:

Your City Council Committee on Human Rights and Consumer Protection, having under consideration a communication concerning a resolution requiring auto repair shops operated in residential areas to be brought under supervision of the Department of Consumer Services, and fines imposed following valid complaints, begs leave to recommend that Your Honorable Body *Pass* the said proposed communication transmitted herewith.

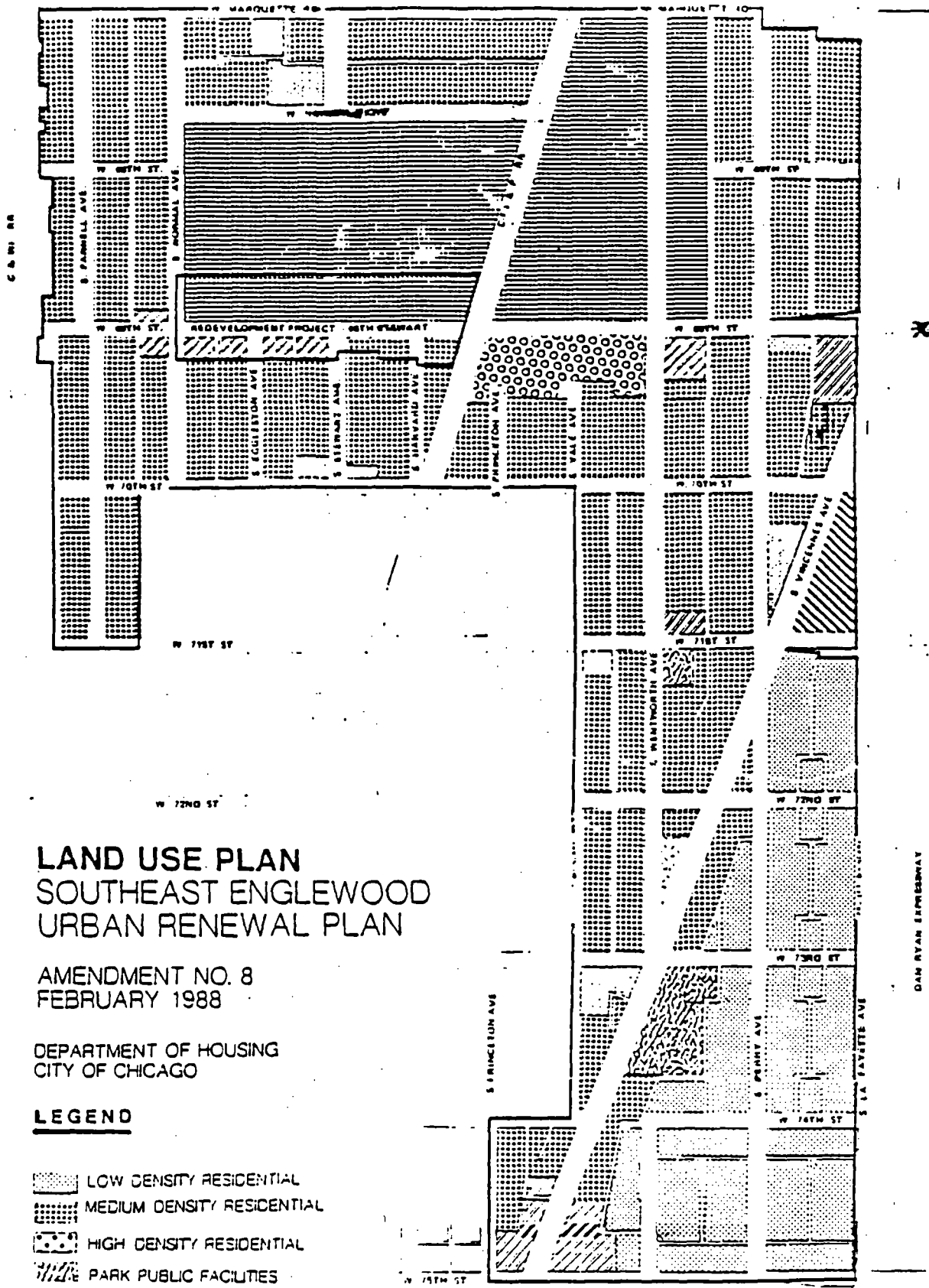
The recommendation was concurred in by the unanimous vote of the committee.

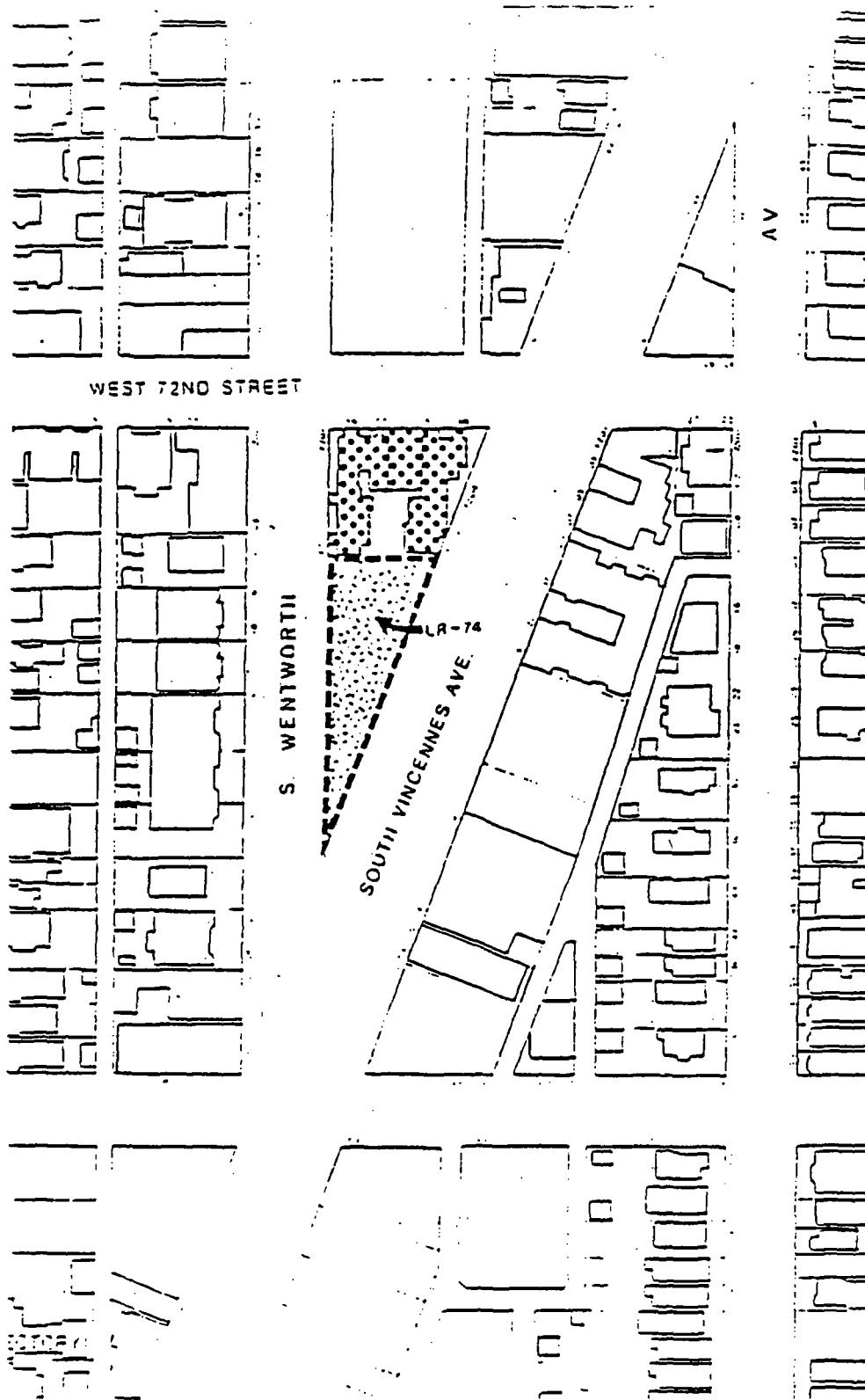
Respectfully submitted,
(Signed) PERCY GILES,
Chairman.

(Continued on page 13790)



ENGLEWOOD CONSERVATION AREA





LAND USE PLAN (PARTIAL)
SOUTHEAST ENGLEWOOD
URBAN RENEWAL PLAN

AMENDMENT NO. 8
 FEBRUARY 1988

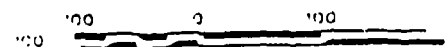
DEPARTMENT OF HOUSING
 CITY OF CHICAGO

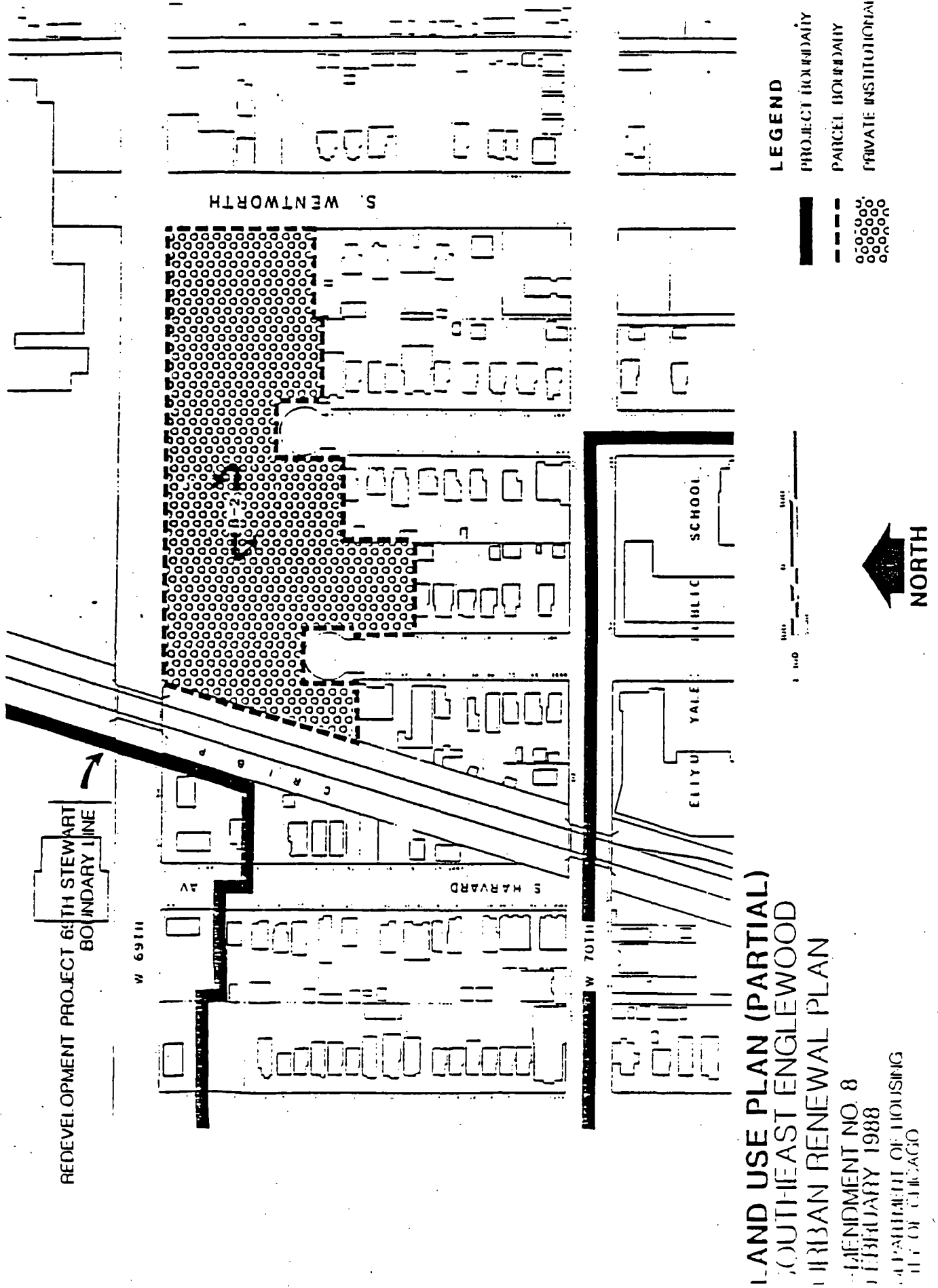
LEGEND

--- PARCEL BOUNDARY

--- RESIDENTIAL PARKING AND
 OPEN SPACE

--- MEDIUM DENSITY RESIDENTIAL





(Continued from page 13785)

On motion of Alderman Butler, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Auto repair shops are being operated out of garages in residential areas, spreading the debris of abandoned automobiles, auto parts, tools and grease all over sidewalks, driveways, lawns and alleyways, and

WHEREAS, The debris scattered by these shops creates an eyesore in the community; and

WHEREAS, The abandoned cars create a dangerous place for would-be muggers to hide and attack passersby; and

WHEREAS, These shops provide an environment for the dismantling of stolen autos; and

WHEREAS, A location in an area zoned for business which provides adequate space for the storage of automobiles, auto parts and tools is required by law for the operation of such a business; now, therefore,

Be It Resolved, That the auto repair shops operated in residential areas be brought under the supervision of the Department of Consumer Services; and

Be It Further Resolved, That the owners and operators of such repair shops be fined \$200.00 for the first complaint and \$500.00 for each additional complaint received by the Department of Consumer Services regarding problems created by the operation of their business; and

Be It Further Resolved, That upon the third complaint received by the Department of Consumer Services regarding an auto shop located in a residential area, the owner of that shop shall be ordered to close the shop and cease business operations in that area.

Action Deferred -- ILLINOIS BELL TELEPHONE COMPANY
REQUESTED TO ESTABLISH CONTINUITY OF
SERVICE FOR ALL "911" USAGE.

The Committee on Human Rights and Consumer Protection submitted the following report which was, on motion of Alderman Natarus and Alderman Beavers, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having under consideration a communication concerning a resolution memorializing Illinois Bell to promote "911" accessibility in all possible situations, begs leave to recommend that Your Honorable Body approve the said proposed substitute resolution transmitted herewith.

The recommendation was concurred in by the unanimous vote of the committee.

Respectfully submitted,
(Signed) PERCY GILES,
Chairman.

The following is said proposed substitute resolution transmitted with the foregoing committee report:

WHEREAS, The "911" emergency telephone system is now in full use throughout the City of Chicago and indeed throughout the nation; and

WHEREAS, "911" has, in most instances, proven a viable and quick connection to emergency services; and

WHEREAS, Telephone companies and public and private emergency service agencies have worked together to establish this system so that all people have access to "911"; and

WHEREAS, "911" is generally accessible, but is disconnected whenever telephone service is discontinued, and it seems more humane and in the promotion of public safety and welfare to retain "911" accessibility, even when general usage of a specified telephone service is discontinued; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes the Illinois Bell Telephone Company, along with the Illinois Commerce Commission, emergency service agencies and other interested parties to study the feasibility of establishing a continuity of service for "911" usage, even in instances where a particular telephone service has been discontinued, and to study and consider the feasibility of establishing "911" service in multiple residential dwellings, regardless of the present

availability of telephone service, to insure that all citizens have immediate access to emergency service.

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

PHILIPPINE GOVERNMENT ENCOURAGED TO INVESTIGATE DEATH OF FATHER CARL SCHMITZ AND UNITED STATES DEPARTMENT OF STATE URGED TO ATTEND AND OBSERVE TRIAL.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, May 25, 1988.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on April 27, 1988) supporting a thorough and diligent investigation by the Philippine government into the killing of Father Carl Schmitz, a Chicago citizen. The resolution, as amended, also urges the State Department of the United States Government to attend and observe the trial of Father Schmitz's killer.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN PUCINSKI,
Chairman.

On motion of Alderman Pucinski, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Father Carl Schmitz was a citizen of the City of Chicago; and

WHEREAS, He labored for 40 years in the service of the church, most of this overseas, on behalf of the poor and needy in China, Japan and the Philippines; and

WHEREAS, Father Schmitz was brutally killed by Sagin, Monday, April 7, 1988, in his mission village of Bolul, Koranadal, South Cotabato, Philippines; and

WHEREAS, There is concern that the real motives lying behind this ruthless action will not be uncovered and made a part of the judicial proceedings during the course of the trial; and

WHEREAS, The government of the Philippines has made representations to guarantee a swift and speedy trial; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago support a thorough and diligent investigation of the killing of Father Carl Schmitz and all of the circumstances surrounding this event by the Philippine government; and

Be It Further Resolved, That the Mayor and the City Council urge the State Department of the United States Government to attend and observe this trial.

COMMITTEE ON PORTS, WHARVES AND BRIDGES.

APPOINTMENT OF MR. GEORGE MUNOZ AS MEMBER OF BOARD OF ILLINOIS INTERNATIONAL PORT DISTRICT.

The Committee on Ports, Wharves and Bridges submitted the following report:

To the President and the Members of the City Council:

Your Committee on Ports, Wharves and Bridges having had under consideration a communication signed by Eugene Sawyer, Acting Mayor (which was referred on May 18, 1988) to appoint George Munoz as a member of the Board of the Illinois International Port District, for the term expiring June 1, 1993. We recommend that Your Honorable Body *Approve* the said appointment.

This recommendation was concurred in by 5 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) ROBERT SHAW,
Chairman.

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. George Munoz as a member of the Board of the Illinois International Port District was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON VETERANS' AFFAIRS.

DEPARTMENT OF PERSONNEL URGED TO ENACT VETERANS PREFERENTIAL HIRING CODE.

The Committee on Veterans' Affairs submitted the following report:

CHICAGO, May 18, 1988.

To the President and Members of the City Council:

Your Committee on Veterans' Affairs, having had under consideration a resolution (which was referred on January 27, 1988) urging that the Department of Personnel of the City of Chicago enact a veterans preferential hiring code, begs leave to recommend that Your Honorable Body *Adopt* the said resolution, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) GEORGE J. HAGOPIAN,
Chairman.

On motion of Alderman Hagopian, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Veterans of the City of Chicago have contributed greatly serving their country, in peace time as well as in time of war; and

WHEREAS, Veterans throughout history have made extraordinary sacrifices for their country, and at times incurring disabling injuries; and

WHEREAS, Disabled veterans and other veterans have been productive in all levels of employment and have contributed immeasurably in their professional and community commitments; and

WHEREAS, There are a number of veterans who have a pressing need for employment, these same veterans have made exceptional economic sacrifices in the form of time and wages; and

WHEREAS, The years veterans gave proudly, serving their country will never be regained financially; and

WHEREAS, The City of Chicago has the resources to meet the employment needs of veterans; and

WHEREAS, In the past, other groups have received preferential employment treatment, our City of Chicago veterans deserve and need a preference in hiring; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this 27th day of January, 1988, do hereby ask the City of Chicago, Department of Personnel, to enact a veterans preferential hiring code.

JOINT COMMITTEE
COMMITTEE ON BUILDINGS.
COMMITTEE ON ZONING.

ISSUANCE OF PERMITS FOR ERECTION
OF ILLUMINATED SIGNS.

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning submitted the following report:

CHICAGO, May 25, 1988.

To the President and Members of the City Council:

The Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith, referred to your committee on April 20, 1988 and May 11, 1988, to authorize the issuance of permits for the erection and maintenance of illuminated signs.

This recommendation was concurred in by the respective members of the committees with no dissenting vote.

Respectfully submitted,
(Signed) DANNY K. DAVIS,
Chairman,
Committee on Zoning.

(Signed) FRED ROTI,
Chairman,
Committee on Buildings.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

2416 South Archer Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteco Metrocom, 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2416 South Archer Avenue, general advertisers--various copy:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 85 feet (plus 5 feet for temporary extensions)
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

2232 South Blue Island Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Sure Light Service Company, 7200 West Lyons, Morton Grove, Illinois 60053, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2232 South Blue Island Avenue, Ron Postma Pontiac, Incorporated:

Dimensions: length, 11 feet 5 inches; height, 11 feet 5 inches
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 110.25 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

1410 South Clinton Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 South Harlem Avenue, Bedford Park, Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1410 South Clinton Street, Karoll's Mens Wear:

Dimensions: length, 60 feet; height, 120 feet
Height Above Grade/Roof to Top of Sign: 143 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

8535 West Higgins Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Triangle Sign Company, 2724 South Wentworth Avenue, Chicago, Illinois 60616, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8535 West Higgins Road, Marriott Hotel & Restaurant:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

2226 North Hoyne Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Incorporated, 6959 West Grand Avenue, Chicago, Illinois

60635, for the erection of a sign/signboard over 24 feet in height and exceeds 9 square feet allowance for a church: 2226 North Hoyne Avenue, St. Hedwigs Church:

Dimensions: length, 10 feet; height, 8 feet
Height Above Grade/Roof to Top of Sign: 26 feet
Total Square Foot Area: 80 square feet.

Such sign does not comply with provisions of Chapter 194A 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. Churches are not allowed illuminated signs greater than 9 square feet.

6199 North Lincoln Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteco Metrocom, 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6199 North Lincoln Avenue, general advertisers--various copy:

Dimensions: length, 10 feet 6 inches; height, 36 feet
Height Above Grade/Roof to Top of Sign: 10 feet (plus 5 feet for temporary extensions when needed)
Total Square Foot Area: 756 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

9258 South Stony Island Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Incorporated, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 9258 South Stony Island Avenue, Ramp, Incorporated, doing business as Midas Muffler & Brakes:

Dimensions: length, 10 feet 0 inches; height, 30 feet 0 inches
Height Above Grade/Roof to Top of Sign: 30 feet 0 inches
Total Square Foot Area: 120.36 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

7928 South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7928 South Western Avenue, advertising:

Dimensions: length, 23 feet; height, 22 feet
Height Above Grade/Roof to Top of Sign: 51 feet
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

223--225 West 43rd Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteco Metrocom, 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 223--225 West 43rd Street, general advertisers--various copy:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 90 feet (plus 5 feet for temporary extensions)
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

***Referred --* ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

ROTI (1st Ward)

South Michigan Avenue, from a point 104 feet north of East 23rd Street to a point 50 feet north thereof--9:00 A.M. to 6:00 P.M.--Monday through Saturday;

Alderman	Location, Distance And Time
<i>VRDOLYAK</i> (10th Ward)	South Commercial Avenue, at 10241--approximately 40 feet (for loading and unloading handicapped persons only)--at all times--no exceptions;
<i>FARY</i> (12th Ward)	West 35th Street (east side), at 1857 (corner of South Wolcott Avenue), from West 35th Street to a point 100 feet south thereof--at all times--no exceptions;
<i>MELL</i> (33rd Ward)	West Armitage Avenue, at 2528 (alongside on North Stave Street)--8:00 A.M. to 6:00 P.M.--Monday through Friday;
<i>KOTLARZ</i> (35th Ward)	North Ridgeway Avenue (west side) at 3018 North Milwaukee Avenue, from a point 97 feet south of North Milwaukee Avenue to a point 25 feet thereof--7:00 A.M. to 12:00 Midnight--Monday through Sunday;
<i>NATARUS</i> (42nd Ward)	North Wells Street, at 504--at all times--no exceptions;
	East Oak Street, from 67 to 101--9:00 A.M. to 9:00 P.M. (tow zone except when loading and unloading)--no exceptions;
	East Oak Street, at 40--at all times (tow zone except when loading and unloading)--no exceptions;
	East Oak Street, at 115--at all times (tow zone except when loading and unloading)--no exceptions;
	East Oak Street, at 57--at all times (tow zone except when loading and unloading)--no exceptions;
	East Bellevue Place, at 21--at all times--no exceptions;
<i>EISENDRATH</i> (43rd Ward)	North Halsted Street, at 2111--at all times--no exceptions;

Alderman

Location, Distance And Time

OSTERMAN (48th Ward)

North Clark Street, at 5343--10:00 A.M.
to 1:00 A.M.--Monday through Friday.

Referred -- AMENDMENT OF LOADING ZONE AT 850
NORTH MICHIGAN AVENUE.

Alderman Natarus (42nd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "850 North Michigan Avenue, alongside on East Chestnut Street--8:00 A.M. to 6:00 P.M.--Monday through Saturday", relative to the loading zone at 850 North Michigan Avenue and inserting in lieu thereof the words "850 North Michigan Avenue, alongside on East Chestnut Street--7:00 A.M. to 6:00 P.M.--Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented a proposed order and a proposed ordinance to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way

BEAVERS (7th Ward)

North-south alley between South Phillips
Avenue and South Yates Avenue, from
East 86th Street to East 87th Street--
southerly;

SHEAHAN (19th Ward)

South Homan Avenue, from West 112th
Place to 114th Street--northerly.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF WEST ROSCOE STREET.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend an ordinance passed on July 9, 1958 (C.J. p. 8034) by striking the words "West Roscoe Street, from North Kildare Avenue to North Pulaski Road--easterly", relative to the movement of vehicular traffic on West Roscoe Street and inserting in lieu thereof the words "West Roscoe Street, from North Kildare Avenue to North Pulaski Road--easterly, except for that part between North Karlov Avenue and North Milwaukee Avenue--westerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF NORTH OSAGE AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance which would amend an ordinance passed on March 22, 1974 (C.J. pp. 7962--7963) by striking the words "North Osage Avenue, between West Belmont Avenue and West Cornelia Avenue-- northerly", relative to the movement of vehicular traffic on North Osage Avenue and inserting in lieu thereof the words "North Osage Avenue, from the first alley north of West Belmont Avenue to West Cornelia Avenue--northerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROPOSED STUDY REGARDING ESTABLISHMENT OF
ONE-WAY TRAFFIC RESTRICTION IN 7900 BLOCK
OF SOUTH RICHMOND STREET.

Alderman Kellam (18th Ward) presented a proposed order to conduct a study for the purpose of restricting the movement of vehicular traffic to a northerly direction in the 7900 block of South Richmond Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS AT
504 NORTH WELLS STREET.

Alderman Natarus (42nd Ward) presented a proposed order to remove three parking meters located in front of 504 North Wells Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>HUELS</i> (11th Ward)	West 37th Place, at 969--at all times--no exceptions;
<i>KRYSTYNIAK</i> (23rd Ward)	South Karlov Avenue (both sides) from West 51st Street to South Archer Avenue--1-hour--8:00 A.M. to 6:00 P.M.--no exceptions; South Kedvale Avenue (both sides) from West 51st Street to South Archer Avenue--1-hour--8:00 A.M. to 6:00 P.M.--no exceptions; West 51st Street (both sides) from South Keeler Avenue to South Pulaski Road--1-hour--8:00 A.M. to 6:00 P.M.--no exceptions;
<i>BANKS</i> (36th Ward)	West Addison Street (both sides) from 7100 to 7130--1-hour--9:00 A.M. to 6:00 P.M.--Monday through Sunday.

Referred-- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FIGUEROA</i> (31st Ward)	West North Avenue, from North Kildare Avenue to North Central Park Avenue--2:00 A.M. to 6:00 P.M.--Monday through Friday;
<i>SCHULTER</i> (47th Ward)	North Lincoln Avenue, from North Western Avenue to West Roscoe Street--7:00 A.M. to 9:00 A.M.--(west side, Wednesday and Friday)--(east side, Tuesday and Thursday)--for street cleaning purposes.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>ROTI</i> (1st Ward)	South Plymouth Court, at 1172 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Buffalo Avenue, at 8513 (except for handicapped); South Phillips Avenue, at 8532 (except for handicapped);
<i>CALDWELL</i> (8th Ward)	South Avalon Avenue, at 8114 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Wentworth Avenue, at 3932 (except for handicapped); West 37th Street, from 306 to 310 (except for handicapped);

Alderman	Location And Distance
<i>FARY</i> (12th Ward)	West 37th Place, at 3318 (except for handicapped); South Kedvale Avenue, at 4646 (except for handicapped); South Hamilton Avenue, at 3428 (except for handicapped);
<i>LANGFORD</i> (16th Ward)	South Racine Avenue, at 5417 (except for handicapped);
<i>SHEAHAN</i> (19th Ward)	South Kedzie Avenue (west side) at 10444--two parking spaces (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Homan Avenue, at 3030 (except for handicapped); South Spaulding Avenue, at 2546 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	West 63rd Place, at 6732 (except for handicapped); South Archer Avenue (south side) from South Knox Avenue to South Kolmar Avenue; South Mason Avenue, at 5714 (except for handicapped);
<i>HENRY</i> (24th Ward)	West 21st Place, at 4354 (except for handicapped);
<i>BUTLER</i> (27th Ward)	West Lexington Street and North Campbell Avenue (all four corners);

Alderman	Location And Distance
<i>HAGOPIAN</i> (30th Ward)	North Laramie Avenue, at 2116 (except for handicapped);
<i>FIGUEROA</i> (31st Ward)	West Kamerling Avenue, at 4230 (except for handicapped); North Avers Avenue, at 1431 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	West Cortez Street, at 4933 (except for handicapped);
<i>MELL</i> (33rd Ward)	West Schubert Avenue, at 2320 (except for handicapped); North Francisco Avenue, at 3151 (except for handicapped); North Kedzie Avenue, at 3046; North Whipple Street, from 3300 to 3318; North Central Park Avenue (west side) from West Diversey Avenue to the first alley south thereof; North Kedzie Avenue, at 3054 (except for handicapped); West Schubert Avenue, at 2320, from the street light to a point 25 feet northeast thereof (except for handicapped);
<i>AUSTIN</i> (34th Ward)	South Carpenter Street, at 1254 (except for handicapped);
<i>BANKS</i> (36th Ward)	West Forest Preserve Avenue, at 7430 (except for handicapped);

Alderman	Location And Distance
<i>GILES</i> (37th Ward)	North Ridgeway Avenue, at 834 (except for handicapped); West Potomac Avenue, at 4318 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Newport Avenue (north side) from North Cicero Avenue to the first alley west thereof;
<i>LAURINO</i> (39th Ward)	North Christiana Avenue, at 5351 (except for handicapped); North Kilpatrick Avenue, at 4933 (except for handicapped);
<i>STONE</i> (50th Ward)	West Pratt Avenue, at 1904 (except for handicapped).

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTION OF WEST VERNON PARK PLACE.

Alderman Roti (1st Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles on the north side of West Vernon Park Place, from South Clinton Street to South Jefferson Street, from 9:00 A.M. to 5:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION AT
2111 NORTH HALSTED STREET.

Alderman Eisendrath (43rd Ward) presented a proposed order to rescind an ordinance passed March 30, 1988 (C. J. p. 11774) to discontinue the prohibition currently in effect, thereby allowing parking at 2111 North Halsted Street, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>STREETER</i> (17th Ward)	6800 to 6900 blocks of South Lafayette Avenue (both sides);
<i>FIGUEROA</i> (31st Ward)	2400 and 2500 blocks of North Sawyer Avenue--8:00 A.M. to 6:00 P.M.--Monday through Friday;
<i>KOTLARZ</i> (35th Ward)	4300 block of West Parker Avenue (both sides)--at all times--no exceptions;
<i>CULLERTON</i> (38th Ward)	West Berenice Avenue (north side) from North Narragansett Avenue to the first alley east thereof--at all times--no exceptions.

*Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>MELL</i> (33rd Ward)	West George Street, from 3246 to North Spaulding Avenue, and alongside of North Sawyer Avenue, from West George Street to the first alley north thereof;

Alderman

Location And Distance

West Armitage Avenue at 2520 (alongside of North Bingham Street), from West Armitage Avenue to the driveway, and on North Stave Street, from West Armitage Avenue to the alley north or south thereof;

BANKS (36th Ward)

West Barry Avenue, from the first alley west of North Central Avenue east to the driveway of 5600 West Barry Avenue.

Referred -- ESTABLISHMENT OF DIAGONAL PARKING IN
REAR OF 1901 WEST FULTON STREET.

Alderman Butler (27th Ward) presented a proposed order to establish diagonal parking in the rear of 1901 West Fulton Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SPEED LIMITATIONS ON
PORTION OF SOUTH NORMAL AVENUE.

Alderman Streeter (17th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on South Normal Avenue, between West 76th Street and West 79th Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW AWAY ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	West Vernon Park Place (both sides) from South Jefferson Street to South Clinton Street--at all times--no exceptions; South Canal Street (east side) from West Polk Street to a point 103 feet south thereof--at all times--no exceptions; West Washington Street (north side) from a point 115 feet west of North State Street to a point 57 feet west thereof--at all times--no exceptions;
<i>NATARUS</i> (42nd Ward)	West Grand Avenue, at 401 (driveway)--at all times--no exceptions; East Oak Street, at 65--at all times--no exceptions;
<i>OSTERMAN</i> (48th Ward)	North Winthrop Avenue, at 5650 (driveway)--at all times--no exceptions; West Ainslie Street, at 1208--at all times--no exceptions.

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
<i>BEAVERS</i> (7th Ward)	East 83rd Street and South Saginaw Avenue;
<i>BANKS</i> (36th Ward)	North Oak Park Avenue and West Wellington Avenue.

Referred -- PROPOSED STUDY REGARDING INSTALLATION OF
AUTOMATIC TRAFFIC CONTROL SIGNALS AT
INTERSECTION OF WEST ARCHER
AVENUE AND SOUTH NEW
ENGLAND AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed order to conduct a study for the purpose of installing automatic traffic control signals at the intersection of West Archer Avenue and South New England Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>BLOOM</i> (5th Ward)	East 75th Street, at South Bennett Avenue--"Stop"; East 77th Street, at South Merrill Avenue--"Stop";
<i>BEAVERS</i> (7th Ward)	East 85th Street, at South Colfax Avenue--"Stop"; South Colfax Avenue, at East 86th Street--"Stop"; East 85th Street, at South Manistee Street--"Stop";
<i>CALDWELL</i> (8th Ward)	South Constance Avenue, from 8900 to 9000--"Caution Deaf Child";
<i>VRDOLYAK</i> (10th Ward)	East 97th Street and South Avenue L--"Four-Way Stop";

Alderman	Location And Type Of Sign
<i>FARY</i> (12th Ward)	South Hoyne Avenue, at West 36th Street--"Three-Way Stop"; South Sacramento Avenue, at West 45th Street--"Stop"; South Christiana Avenue, at West 53rd Street--"Stop";
<i>MADRZYK</i> (13th Ward)	South Kilpatrick Avenue, at 6400--"Stop"; South Sawyer Avenue, at 5938--"No Parking"--driveway;
<i>BURKE</i> (14th Ward)	South Richmond Street, at West 57th Street--"Stop"; South Hermitage Avenue, at West 49th Street--"Stop"; South Mozart Street, at West 60th Street--"Stop";
<i>STREETER</i> (17th Ward)	South Bishop Street, at West 77th Street--"Two-Way Stop";
<i>SHEAHAN</i> (19th Ward)	West 105th Street, between South Wood Street and South Prospect Avenue--"Two-Way Stop"; South Fairfield Avenue, between West 114th Street and West 115th Street--"Slow Children Playing";
<i>GARCIA</i> (22nd Ward)	West 30th Street and South Christiana Avenue--"Three-Way Stop"; South Drake Avenue, at West 27th Street--"Stop";
<i>SOLIZ</i> (25th Ward)	West 21st Street, at South May Street--"Stop"; West 21st Street, at South Carpenter Street--"Stop";

Alderman

Location And Type Of Sign

West Cullerton Street, at South May Street--"Stop";

South Carpenter Street, at West 19th Street--"Stop";

West 19th Street, at South May Street--"Stop";

BUTLER (27th Ward)

West Polk Street, at South Campbell Avenue--"Stop";

West Lexington Street, at North Campbell Avenue--"Stop";

FIGUEROA (31st Ward)

North Kedvale Avenue, at West Iowa Street--"Stop";

KOTLARZ (35th Ward)

North Avers Avenue, at West Wellington Avenue--"Stop";

BANKS (36th Ward)

North New England Avenue, at West Shakespeare Avenue--"Stop";

North Sayre Avenue, at West School Street--"Stop";

North Ozanam Avenue, at West Cornelia Avenue--"Stop";

North Neva Avenue, at West Cortland Street--"Stop";

North Paris Avenue and West School Street--"Three-Way Stop";

CULLERTON (38th Ward)

North Menard Avenue, at West Wilson Avenue--"Stop";

North Lockwood Avenue, at West Hutchinson Street--"Stop";

PUCINSKI (41st Ward)

North Oketo Avenue (east side) between North Northwest Highway and North Olmsted Avenue--"No Parking At Any Time";

Alderman

Location And Type Of Sign

North Hiawatha Avenue and North
Tonty Avenue--"Four-Way Stop";

OSTERMAN (48th Ward)

Alley between North Kenmore Avenue
and North Sheridan Road at West
Thorndale Avenue; and alley exit from
the south side of West Thorndale Avenue
onto West Thorndale Avenue--"Stop".

Referred-- STUDIES REGARDING ERECTION OF TRAFFIC
SIGNS AT SPECIFIED LOCATIONS.

Alderman Davis (29th Ward) presented three proposed orders to conduct studies for the purpose of erecting traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West LeMoyne Avenue, at North Massasoit Avenue (west bound)--"Stop";

West LeMoyne Avenue, at North Massasoit Avenue (east bound)--"Stop";

North Monitor Avenue and West Thomas Street--"Two-Way Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred-- ZONING RECLASSIFICATIONS OF PARTICULAR
AREAS.

The aldermen named below presented two proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN GABINSKI (32nd Ward):

To classify as an R3 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 5-H bounded by

a line 26 feet south of and parallel to West Webster Avenue; the alley next east of North Hoyne Avenue; a line 48 feet south of and parallel to West Webster Avenue; and North Hoyne Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as a B1-1 Local Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 36-B bounded by

1940--1972 West Foster Avenue, 5201--5213 North Damen Avenue, and 5200--5212 North Winchester Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twenty-three proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
ROTI (1st Ward)	Campus Green Townhouses;
BLOOM (5th Ward)	East Park Condominium Association;
VRDOLYAK (10th Ward)	Alexander G. Alemis D.D.S.;

Alderman

Claimant

HUELS (11th Ward)

Joseph A. Ferro;

Edward Totaro;

KRYSTYNIAK (23rd Ward)5429 South Massasoit Condominium
Association (3);*HAGOPIAN* (30th Ward)

Albert Delazzer;

CULLERTON (38th Ward)

Addison Commons Condominiums (2);

The Washington House Condominium;

Jefferson House Condominium
Association;*PUCINSKI* (41st Ward)

Cassiel Condominium Association;

Norwood Village Condominium
Association;8427--8431 West Bryn Mawr
Condominium Association;Friendly Village Number Three
Condominium Association;

Marie Borci;

EISENDRATH (43rd Ward)Greenvview Passage Condominium
Association;*SHILLER* (46th Ward)629 West Sheridan Condominium
Association;*SCHULTER* (47th Ward)The Ravenswood Condominium
Association (2);*OSTERMAN* (48th Ward)

Robert L. Bohm.

4. UNCLASSIFIED MATTERS

(Arranged In Order According To Ward Numbers).

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 ROTI (1st Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION AND
OPENING OF SPECIFIED PUBLIC ALLEYS.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the first east-west 12-foot public alley south of West Madison Street running west from South Loomis Street; the north 125.3 feet of the first north-south 24-foot public alley west of South Loomis Street; also all of the east-west 20-foot public alley; and providing for the opening of an additional 8 feet on the north side of the first east-west 12-foot public alley north of West Monroe Street running west from South Loomis Street; all in the block bounded by West Madison Street, West Monroe Street, South Laflin Street and South Loomis Street for the Department of Housing (No. 17-1-88-1242); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

Referred-- GRANTS OF PRIVILEGE TO SUNDRY
ORGANIZATIONS FOR VARIOUS
PURPOSES.

Also, six proposed ordinances to grant permission and authority to the organizations listed, for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Great Street, Incorporated, doing business as Popeye's Restaurant--to maintain and use a portion of the public way adjacent its premises at 222 South State Street for use as a sidewalk cafe;

Hawkeye's Bar and Grill--to maintain and use a portion of the public way adjacent its premises at 1458 West Taylor Street for use as a sidewalk cafe;

Lakeside Community Hospital--to maintain and use, as now constructed, a three-story covered bridge or passageway over and across the east-west public alley between West Cermak Road and West 22nd Place for connecting 255 West Cermak Road with 268 West 22nd Place, et cetera;

LaSalle National Bank, under trust 101330--to install, maintain and use a black iron pipe affixed to the east side of the building at 731 South Plymouth Court for ventilation purposes;

LaSalle Venture Limited, doing business as Savoy Bar and Grill--to maintain and use a portion of the public way adjacent its premises at 440 South LaSalle Street for use as a sidewalk cafe; and

Tishman Speyer North LaSalle General Partnership--to maintain and use, as now constructed, bay windows attached to 228 North LaSalle Street which project over the public way of West Wacker Drive and West Haddock Place.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF SOUTH COLUMBUS DRIVE FOR BICYCLE
RACE ON JULY 24, 1988.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. E. Ken Carl, President of Mid-Pro, Incorporated, for the closing of South Columbus Drive, from East Congress Parkway to East Balbo Drive, on Sunday July 24, 1988 for the Chicago Sun-Times Illinois Criterium Championships bicycle race, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SPECIFIED
LOCATIONS.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue sign permits to Patrick Media Group, Incorporated for the erection of signs/signboards at the

locations listed and for the purposes specified, which were *Referred to the Committee on Zoning*, as follows:

324 North Halsted Street--for advertising purposes; and

506 West Lake Street--for advertising purposes.

Presented By

ALDERMAN T. EVANS (4th Ward) And OTHERS:

Referred -- COMMISSIONER OF DEPARTMENT OF PERSONNEL
URGED TO APPEAR BEFORE CITY COUNCIL
COMMITTEE ON FINANCE TO DISCUSS
RECENT HIRING OF HISPANICS.

A proposed resolution, presented by Aldermen T. Evans, Gutierrez, García, Figueroa, Soliz and Rush, urging the Commissioner of the Department of Personnel to appear before the City Council Committee on Finance with a presentation of data on Hispanic hiring in city government during the past six months, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
SOUTH COLUMBUS DRIVE FOR SIXTEENTH ANNUAL
AMERICAN CANCER SOCIETY BIKE-A-THON.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Shelley Henry, Special Events Manager of the American Cancer Society Illinois Division, Incorporated, for the closing of South Columbus Drive, from East Roosevelt Road to East Balbo Drive, on Sunday, June 5, 1988 for the sixteenth annual American Cancer Society Bike-A-Thon, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 112 SOUTH STATE STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Burger King Corporation for the maintenance and use of an existing canopy attached to the

building or structure at 112 South State Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN ROBINSON (6th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY TRUE LIGHT
BAPTIST CHURCH.

A proposed ordinance requiring the True Light Baptist Church to pay a ten dollar license fee for each of the special police employed therein, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- GRANT OF PRIVILEGE TO AMERICAN NATIONAL
ENTERPRISE, INCORPORATED, DOING BUSINESS AS
ALEXANDER'S, FOR EXTENSION OF
EXISTING RESTAURANT.

A proposed ordinance to grant permission and authority to American National Enterprise, Incorporated, doing business as Alexander's, to use a portion of the public way adjacent its premises at 3010 East 79th Street, specifically on portions of East Cheltenham Place and East 79th Street, for extension of the existing restaurant, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD EIGHTH ANNUAL MC KINLEY
NEIGHBORHOOD HOUSE STREET FAIR ON PORTIONS
OF EAST 85TH STREET AND SOUTH
MACKINAW AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Gregory Taylor, Director of the McKinley Neighborhood House, to hold the Eighth Annual McKinley Neighborhood House Street Fair on that part of East 85th Street, between South Green Bay Avenue and South Buffalo Avenue, and also on that part of South Mackinaw Avenue, between East 84th Street and East 86th Street on Saturday, August 20, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
7724 SOUTH COLES AVENUE.

Also, a proposed order directing the Commissioner of Public Works to consider the installation of an alley light behind 7724 South Coles Avenue, which was *Referred to the Committee on Finance*.

Referred -- INSTALLATION OF BUS PASSENGER
SHELTERS AT SPECIFIED LOCATIONS.

Also, a proposed order requesting the Chicago Transit Authority to consider the installation of bus passenger shelters at the locations specified, which was *Referred to the Committee on Local Transportation*, as follows:

East 76th Street and South South Shore Drive--northeast corner; and

East 78th Street and South South Shore Drive--northeast corner.

Referred -- REQUESTS FOR PAVING OF SPECIFIED PUBLIC
ALLEYS BY SPECIAL ASSESSMENT.

Also, twenty-four proposed orders requesting the Board of Local Improvements to institute the necessary proceedings for the paving with concrete, by special assessment, the alleys specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Alley in the area bounded by East 79th Street, East 79th Place, South Commercial Avenue and South Coles Avenue;

Alley in the area bounded by East 80th, East 81st, South Essex Avenue and South Kingston Avenue;

Alley in the area bounded by East 80th, East 83rd, South Houston Avenue and South Coles Avenue;

Alley in the area bounded by East 80th, East 83rd, South South Shore Drive and South Coles Avenue;

Alley in the area bounded by East 83rd, East 86th, South Burnham Avenue and South Muskegon Avenue;

Alley in the area bounded by East 85th, East 86th, South Yates Boulevard and South Phillips Avenue;

Alley in the area bounded by East 85th, East 87th, South Colfax Avenue and South Kingston Avenue;

Alley in the area bounded by East 85th, East 87th, South Colfax Avenue and South Saginaw Avenue;

Alley in the area bounded by East 85th, East 87th, South Essex Avenue and South Kingston Avenue;

Alley in the area bounded by East 85th, East 87th, South Essex Avenue and South Phillips Avenue;

Alley in the area bounded by East 85th, East 87th, South Exchange Avenue and South Escanaba Avenue;

Alley in the area bounded by East 85th, East 87th, South Marquette Road and South Manistee Avenue;

Alley in the area bounded by East 86th, East 87th, South Burnham Avenue and South Manistee Avenue;

Alley in the area bounded by East 86th, East 87th, South Marquette Road and South Saginaw Avenue;

Alley in the area bounded by East 89th, East 90th, South Merrill Avenue and South Paxton Avenue;

Alley in the area bounded by East 90th, East 91st, South Yates Boulevard and South Phillips Avenue;

Alley in the area bounded by East 91st, East 92nd, South Luella Avenue and South Crandon Avenue;

Alley in the area bounded by East 91st, East 92nd, South Luella Avenue and South Paxton Avenue;

Alley in the area bounded by East 91st, East 93rd, South Essex Avenue and South Colfax Avenue;

Alley in the area bounded by East 91st, East 93rd, South Essex Avenue and South Phillips Avenue;

Alley in the area bounded by East 91st, East 93rd, South Merrill Avenue and South Paxton Avenue;

Alley in the area bounded by East 92nd, East 93rd, South Essex Avenue and South Kingston Avenue;

Alley in the area bounded by East 92nd, East 93rd, South Yates Boulevard and South Oglesby Avenue; and

Alley in the area bounded by East 92nd, East 93rd, South Yates Boulevard and South Phillips Avenue.

Presented For

ALDERMAN SHAW (9th Ward):

Referred-- CORPORATION COUNSEL URGED TO REFRAIN FROM
PLACING IMPEDIMENT TO UNION ELECTIONS.

A proposed ordinance, presented by Alderman Austin, urging the Corporation Counsel, Mr. Judson Miner, to refrain from placing any impediment to the election among corporation counsel employees pertaining to union representation, which was *Referred to the Committee on Intergovernmental Relations*.

Referred-- ESTABLISHMENT OF COMMISSION TO STUDY
FEASIBILITY OF NEW CITY DEPARTMENT TO
ADDRESS SUBSTANCE ABUSE PROBLEMS.

Also, a proposed resolution, presented by Alderman Austin, urging the establishment of a commission composed of citizens representing civic, religious, political and press interests,

which would study the creation of a new city department to focus exclusively on substance abuse problems, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN VRDOLYAK (10th Ward):

*Referred -- PERMISSION TO HOLD CARNIVALS
AT SPECIFIED LOCATIONS.*

Two proposed orders directing the Commissioner of Public Works to grant permission to the individuals named to hold carnivals at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Reverend James P. Keating--to hold the Saint Francis De Sales Carnival on that part of South Avenue J, between 10201 and 10227 for the period extending July 12 through July 18, 1988; and

Ms. Beth Sowa--to hold the Saint Columbia Carnival on that part of South Green Bay Avenue, between East 134th Street and the first alley south thereof, for the period extending June 1 through June 5, 1988.

*Referred -- EXEMPTION OF ILLINOIS SCRAP PROCESSING,
INCORPORATED FROM SET-BACK REQUIREMENT
PROVISIONS WITHIN MUNICIPAL CODE.*

Also, a proposed order directing the Commissioner of Public Works to exempt Illinois Scrap Processing, Incorporated from the Municipal Code provisions pertaining to set-back requirements for a driveway permit, specifically concerning a location at the north termination of South Kreiter Avenue and East 93rd Court, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN VRDOLYAK (10th Ward),
ALDERMAN BURKE (14th Ward) And
ALDERMAN CARTER (15th Ward):**

HONOR EXTENDED MR. LESTER J. DUGAS, JR. FOR
FOR HIS LOYAL COMMUNITY SERVICE.

A proposed resolution reading as follows:

WHEREAS, The practice of this Administration and the members of the City Council to recognize long and outstanding service of great citizens of our city is acknowledged and gratefully appreciated; and

WHEREAS, Such an outstanding citizen of our city is Lester J. Dugas, Jr.; and

WHEREAS, Les Dugas, as friend of governors, of mayors, of aldermen, of people of all walks of life, will be honored at a retirement dinner on June 8, 1988, at the Martinique Restaurant by hundreds of Chicagoans; and

WHEREAS, Les Dugas serves his community and his fellow man with active memberships in hospitals and health organizations, such as Children's Memorial Hospital and Children's Memorial Medical Center as Director; Illinois Hospital Association and the Illinois Hospital Licensing Board, appointed by Governor James Thompson; he served the needs of his fellow man with active memberships as Director for Ada S. McKinley Community Services, United Charities of Chicago; he serves the business and industrial community with active memberships and appointments as Director of the Southeast Chicago Commission, Hyde Park-Kenwood Development Corporation, Greater Southwest Development Corporation, Hyde Park Bank & Trust and the Hyde Park Bank Foundation, the Economic Development Commission of Chicago, the Cosmopolitan Chamber of Commerce, the Black Creativity Advisory Committee as Chairman, to name just a few; and

WHEREAS, Lester J. Dugas, Jr., will complete 35 years of loyal service to the Commonwealth Edison Company, his final position as Vice President of the Chicago South Division, one of the largest areas of responsibility in the company; and

WHEREAS, Les Dugas, served his community in an exceptional way, showing leadership when needed, supporting leadership when important, as so many mayors learned, as well as, current members of this City Council. There are no words to truly, and fully, describe this man's efforts and dedication; now, therefore,

Be It Resolved, That this date, May 25, 1988, Eugene Sawyer, Acting Mayor, and the members of the City Council acclaim this great citizen of our city with passage of this resolution, and said resolution be prepared for presentation at his recognition dinner of June 8, 1988; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Lester J. Dugas, Jr.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED MR. AND
MRS. NOEL GILLIS ON THEIR GOLDEN
WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Noel Gillis will celebrate their 50th wedding anniversary on May 21, 1988; and

WHEREAS, Noel and Catherine are longtime residents of the 11th Ward; and

WHEREAS, The union of their marriage has brought their fine family into this world, Margaret (Charles Kodis), and John (Kathy); and

WHEREAS, Mr. and Mrs. Gillis will celebrate this joyous occasion with their family and friends, on Sunday, May 21, 1988; and

WHEREAS, Mr. and Mrs. Gillis exemplify the goal to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are the key factors in the inevitable 50 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council gathered on this 25th day of May in 1988, do hereby extend our sincerest congratulations to Noel and Catherine as they celebrate their 50th wedding anniversary together and may we also extend our warmest best wishes to them for the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Noel Gillis.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS AND BEST WISHES EXTENDED MR. AND
MRS. MAX KAWA ON THEIR GOLDEN WEDDING
ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Max Kawa will celebrate their 50th wedding anniversary on May 28, 1988; and

WHEREAS, Max and Jean are longtime residents of the 11th Ward; and

WHEREAS, The union of their marriage has brought their fine family into this world; and

WHEREAS, Mr. and Mrs. Kawa will celebrate this joyous occasion with their family and friends, on Sunday, May 28, 1988, at a reception held in their honor at the Mayfield Banquet Hall; and

WHEREAS, Mr. and Mrs. Max Kawa exemplify the goal to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are the key factors in the inevitable 50 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council gathered on this 25th day of May in 1988, do hereby extend our sincerest congratulations to Max and Jean as they celebrate their 50th wedding anniversary together and may we also extend our warmest best wishes to them for the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Max Kawa.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS AND BEST WISHES EXTENDED
MR. AND MRS. RICHARD MC LAIN, SR.
ON THEIR FORTIETH WEDDING
ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Richard McLain, Sr. will celebrate their 40th wedding anniversary on May 1, 1988; and

WHEREAS, Mr. and Mrs. Richard McLain are longtime residents of the 11th Ward; and

WHEREAS, The union of their marriage has brought their fine family into this world, Cecelia, Richard (Linda), Wayne (Jackie), Patrick (Bernadette), Walter (Michelle), Anna, Kathleen and Mary Grace; and

WHEREAS, Mr. and Mrs. Richard McLain will celebrate this joyous occasion with their family and friends, on Sunday, May 1, 1988; and

WHEREAS, Mr. and Mrs. McLain exemplify the goal to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are the key factors in the inevitable 40 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council gathered on this 25th day of May in 1988, do hereby extend our sincerest congratulations to Mr. and Mrs. Richard McLain, Sr. as they celebrate their 40th wedding anniversary together and may we also extend our warmest best wishes to them for the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Mr. and Mrs. Richard McLain, Sr.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED MR. RALPH
VACCARO ON HIS 100TH BIRTHDAY
CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, Ralph Vaccaro celebrated his 100th birthday on April 16, 1988; and

WHEREAS, Ralph Vaccaro was born on April 16, 1888, has seen the United States from horse and buggy transportation to the space age; and

WHEREAS, Ralph was honored at a mass at All Saints Saint Anthony's Church on April 16, 1988 where his many family and friends joined in the celebration; and

WHEREAS, Ralph Vaccaro married Nettie and had been married for 57 years before she had passed away in 1976; and

WHEREAS, The union of their marriage has brought their fine family into this world; Larry (Helen), Nancy (Joe) Kloptowsky, Betty (Bob) Deuser, Dolores (Carl) Brann and Carol (Ed) Prenot; and

WHEREAS, Ralph Vaccaro is the grandfather of 22 grandchildren and 21 great-grandchildren; and

WHEREAS, A celebration of Ralph's birthday took place with his children and grandchildren at an open house at the Deuser's on April 17, 1988; and

WHEREAS, Ralph is a well-respected servant of this community where he serves as a fine family man and neighbor; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 25th day of May in 1988, hereby extend our heartiest congratulations to Ralph Vaccaro, a fine public servant, and a fine man and may we also extend our sincerest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Ralph Vaccaro.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

**ALDERMAN MADRZYK (13th Ward) And
ALDERMAN STONE (50th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 188,
SECTION 188-49 BY INCREASING PENALTY FINES
IMPOSED ON RAILROAD CORPORATIONS FOR
SPECIFIC VIOLATIONS.

A proposed ordinance to amend Chapter 188, Section 188-49 of the Municipal Code by increasing the penalty fine from Two Hundred Dollars to One Thousand Dollars for each violation by any railroad corporation permitting the operation of its trains, cars or locomotives in a manner which prevents access upon public streets for a five-minute period, and further amending said section by redefining a "separate and distinct offense" from each additional five-minute period to "each minute in excess of five minutes" hereafter, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN BURKE (14th Ward):

APPRECIATION EXTENDED MR. PATRICK HEALY
FOR DEDICATION AS CHICAGO CRIME
COMMISSION EXECUTIVE DIRECTOR.

A proposed resolution reading as follows:

WHEREAS, Patrick F. Healy has served as Executive Director of the Chicago Crime Commission since 1980; and

WHEREAS, Patrick Healy served fifteen years as Director of the National District Attorney's Association; and

WHEREAS, He also was an assistant state's attorney for four years and a federal prosecutor for two years in the criminal division in Chicago; and

WHEREAS, Patrick Healy brought the Chicago Crime Commission back into a position of significant prominence in the community; and

WHEREAS, As Executive Director of the Commission he was responsible for keeping close watch on law enforcement agencies, the courts and crime issues; and

WHEREAS, Patrick Healy has resigned as Executive Director of the Crime Commission, effective May 1, 1988; and

WHEREAS, He determined that it was time for a change in his life, and he is looking ahead to the future to some extremely advantageous opportunities in the private sector; and

WHEREAS, Patrick Healy has made numerous friends, internationally, nationally and locally during his years with the commission; and

WHEREAS, During Patrick Healy's tenure, the commission has been more active than at any time in recent memory in addressing crime issues, and he will be sorely missed; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled this twenty-fifth day of May, 1988 do hereby express our sincere appreciation to Patrick Healy for his hard work and dedication to Chicago and its' citizens; and extend to his lovely wife, Della, and his entire family our heartiest best wishes for continued good health and success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Patrick F. Healy.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

APPRECIATION EXTENDED UNITED STATES SURGEON GENERAL
C. EVERETT KOOP FOR HIS INNOVATIVE IDEAS AND
DEDICATION TO MEDICAL PROFESSION.

Also, a proposed resolution reading as follows:

WHEREAS, C. Everett Koop, M.D., Sc.D. was born in Brooklyn, New York on October 14, 1916; and

WHEREAS, He received his A.B. from Dartmouth College in 1937 and his M.D. from Cornell Medical School in 1941; and

WHEREAS, Dr. Koop received his Sc.D. from the Graduate School of Medicine at the University of Pennsylvania in 1947; and

WHEREAS, He has held three post-graduate training and fellowship appointments since 1941, and has held eleven faculty appointments since 1942; and

WHEREAS, Due to his long and distinguished career as a Professor of Pediatrics from 1959 to 1984, he holds the title of Professor Emeritus of Pediatrics and Pediatric Surgery at the University of Pennsylvania School of Medicine; and

WHEREAS, Dr. Koop has held eight hospital and administrative appointments; and

WHEREAS, He holds three Specialty Certifications and has received many awards and honors including Presbyterian Man of the Year in 1975; Man of the Year Jewish Community Chaplaincy in 1975; Ladd Gold Medal of the American Academy of Pediatrics in 1976; Chevalier-French Legion of Honor in 1980; Fellow-Royal College of Surgeons-London in 1982 and the United States Public Health Service Distinguished Service Medal in 1983; and

WHEREAS, Dr. Koop has been awarded eleven honorary degrees: five Doctorates of Science; three Doctorates of Law; two Doctorates of Humane Letters and one Doctorate of Medicine; and

WHEREAS, Dr. Koop was appointed as Deputy Assistant Secretary for Health and as Director-Office of International Health in February of 1981; and

WHEREAS, C. Everett Koop, M.D., Sc.D., was appointed by President Reagan, approved by the United States Congress, and sworn in as United States Surgeon General on January 21, 1982; and

WHEREAS, Dr. Koop and Dr. James O. Mason, Director of the Centers for Disease Control in Atlanta, Georgia, collaborated in the preparation of a new pamphlet called "Understanding Aids", which will be mailed to every household in the United States; and

WHEREAS, Approximately 107 million English language versions will be mailed between May 26 and June 30 of 1988 and a Spanish language version will be available upon request; and

WHEREAS, This invaluable pamphlet has been under development since October, 1987 and the national mailing mandated by the United States Congress on December 22, 1987 is unprecedented in governmental history; and

WHEREAS, Surgeon General C. Everett Koop will deliver the commencement address at the Chicago Medical School's 74th Commencement Exercise on June 13, 1988 at Orchestra Hall; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled this twenty-fifth day of May, 1988 do hereby express our heartfelt appreciation to Dr. Koop for his innovative ideas and dedication to his country and its' people; and extend to his lovely wife, Elizabeth and his children, Allen, Norman, David and Elizabeth, our heartiest best wishes for continued good health and success; and

Be It Futher Resolved, That a suitable copy of this resolution be prepared and presented to Dr. C. Everett Koop, Surgeon General, United States Public Health Service.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

TESTIMONIAL TO MR. JIM RZONCA FOR MANY YEARS OF
FRIENDSHIP WITH CHICAGO FIREFIGHTERS.

Also, a proposed resolution reading as follows:

WHEREAS, Jim's Fire Barn, a long time fixture of the Back of the Yards community, will continue to live in the hearts and minds of Chicago Firemen; and

WHEREAS, Jim Rzonca as a youth was fascinated by fire engines and the men who manned them and would often visit the fire house near his home; and

WHEREAS, When Jim opened the doors of Jim's Fire Barn at 5159 South Wood Street, on January 26, 1943, it was to be the first day of a forty-five year old "Tradition"; and

WHEREAS, Jim would develop and maintain a friendship with firemen and their families, often offering to assist them if they would need it; and

WHEREAS, Over the years it became a tradition for firemen from all different branches of the fire department along with most of the Commissioners who served the Chicago Fire Department to visit Jim's Fire Barn; and

WHEREAS, During these years Jim would acquire memorabilia from Chicago Firefighters that will now be donated by Jim to the Fire Department Museum; now, therefore,

Be It Resolved, That the Acting Mayor and the members of the City Council present this resolution to Jim Rzonca as a testimonial for the many years of friendship that Jim extended to Chicago Firefighters; and

Be It Further Resolved, That a suitable copy of the resolution be presented to Jim as a tribute from his many friends.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By
ALDERMAN CARTER (15th Ward):

CONGRATULATIONS EXTENDED CHICAGO BULLS BASKETBALL
TEAM ON ITS SUCCESSFUL SEASON.

A proposed resolution reading as follows:

WHEREAS, The Chicago Bulls have focused international attention on our great city;
and

WHEREAS, The Bulls won some 50 games during the 1987--1988 N.B.A. season; this is the fourth time in the team's 22-year history that the Bulls have won 50 or more games during its regular season; and

WHEREAS, With an average of 18,000 fans in loyal attendance, the Chicago Bulls reached the highest paid attendance record in their history; and

WHEREAS, The leaders of this great city as well as its grateful citizens are eager to pay honor to this outstanding basketball team which has so enriched our lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby offer our congratulations to the Chicago Bulls Basketball Team on its 50-game winning record, on its record paid attendance and on bringing honor and enrichment to our great city and its citizens; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Chicago Bulls Basketball Team.

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

On motion of Alderman Carter, seconded by Aldermen Davis and Caldwell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

**ALDERMAN CARTER (15th Ward) And
ALDERMAN BUTLER (27th Ward):**

CONGRATULATIONS EXTENDED MR. MICHAEL JORDAN OF
CHICAGO BULLS BASKETBALL TEAM FOR HIS
OUTSTANDING ACCOMPLISHMENTS IN
1987--1988 SEASON.

A proposed resolution reading as follows:

WHEREAS, Michael Jordan, one of this proud city's most illustrious citizens, has brought honor and respect to himself, to his team and to our great City of Chicago; and

WHEREAS, As this current basketball season ends for the Chicago Bulls, we citizens have the opportunity to reflect upon the outstanding and dynamic performances of Michael Jordan throughout the year; and

WHEREAS, Michael Jordan is the first player in the National Basketball Association to be selected the Most Valuable Player of the Year, the Defensive Player of the Year and N.B.A. leading scorer; and

WHEREAS, Michael Jordan gathered in 1,000 steals and he is the fourth guard in the history of the N.B.A. to win the Most Valuable Player of the Year award; and

WHEREAS, Michael Jordan was also named Most Valuable Player of the N.B.A. All-Star Game; and

WHEREAS, All Chicago is proud of our Bulls and most especially of that unique star Michael Jordan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby congratulate Michael Jordan on being named the Most Valuable Player and Defensive Player of the Year in the 1987--1988 N.B.A. season, and do honor this great talent, a product of Chicago and one of our most renowned and beloved citizens; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Jordan.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN STREETER (17th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

7201 South Sangamon Avenue; and

7203 South Sangamon Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

7201 South Sangamon Avenue; and

7203 South Sangamon Avenue,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Streeter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Streeter, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY GOOD HOPE
MISSIONARY BAPTIST CHURCH.

Also, a proposed ordinance requiring Good Hope Missionary Baptist Church to pay a ten dollar license fee for each of the special police employed therein, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN GARCIA (22nd Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS
OUTDOOR FAIRS AND FESTIVALS.

Two proposed orders directing the Commissioner of Public Works to issue permits to the individuals or organizations named below to hold the outdoor fairs and festivals noted, at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

The Catholic Archdiocese/Blessed Agnes Church--to hold a sidewalk and street fair on that part of South Central Park Avenue between West 26th and West 27th Streets for the period extending August 26 through August 28, 1988; and

Mr. Vincent Gomez, Executive Director of the Boys and Girls Club of Little Village--to hold a carnival on that part of South Christiana Avenue between 2600 and 2628 for the period extending July 13 through July 17, 1988.

Referred-- PERMISSION TO HOLD SIDEWALK SALES
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the individuals named below to hold sidewalk sales at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Jose Arellano of the Little Village Chamber of Commerce--to hold a sidewalk sale on both sides of West 26th Street, from South Sacramento Avenue to the city limits for the period extending June 9 through June 12, 1988; and

Mr. Francisco Contreras of Comerciantes Mexicanos--to hold a sidewalk sale on that part of West 26th Street between South Sacramento Avenue and the city limits for the period extending August 25 through August 28, 1988.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

TRIBUTE TO LATE MRS. LILLIAN SZYMCZAK.

A proposed resolution reading as follows:

WHEREAS, God the Almighty in His Infinite Wisdom has called to her eternal reward, Lillian Szymczak, one of this city's most tirelessly dedicated public servants; and

WHEREAS, Lillian Szymczak was born in Brighton Park, attended Five Martyrs Elementary School and St. Joseph High School. She was a graduate of Mundelein College; and

WHEREAS, Lillian Szymczak was Vice President at Archer Road National Bank, Chairman and Treasurer of the Lech Walesa Triangle and served as President of the

Archer Heights Branch of the American Cancer Society. She held a seat on the Board of Directors of the Archer Road Kiwanis Club and was active in raising funds for the Kiwanis Plymouth Camp for Handicapped Children; and

WHEREAS, Lillian also held membership in the Polish National Alliance, the Polish American Guardian Society and the Polish Fellowship Club, was presented with the 23rd Ward Community Achievement Award in 1975 and the Appreciation Award from the Archer Road Kiwanis in 1979. She was recognized as Wife of the Year by the Kiwanis Club of Midway in 1981; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby express our sorrow on the death of Lillian Szymczak, and extended to her family our deepest sympathy on the loss of such an outstanding citizen and public servant; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lillian Szymczak.

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

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

CONGRATULATIONS EXTENDED MR. JEFFREY DOUGLAS BAGDON
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Jeffrey Douglas Bagdon, a fine young citizen of Chicago's great southwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, A member of Saint Symphorosa Parish, Boy Scout Troop 1439, Jeffrey Douglas Bagdon has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Jeffrey Douglas Bagdon represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby offer our heartiest congratulations to Jeffrey Douglas Bagdon on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jeffrey Douglas Bagdon.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

GRATITUDE EXTENDED CHICAGO POLICE OFFICER
DUWAYNE R. HORNUNG ON HIS
RETIREMENT AFTER THIRTY
YEARS OF DEDICATED
PUBLIC SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Chicago Police Officer DuWayne R. Hornung, is retiring as one of "Chicago's Finest" after three decades of tireless commitment to the public safety and welfare; and

WHEREAS, A native of Sioux City, Iowa, DuWayne R. Hornung, came to Chicago early in life and attended Hyde Park and Harper High Schools. He served with distinction in the United States Marine Corps from 1946 to 1951, also having served thirteen months in the Korean conflict; and

WHEREAS, While serving in the Chicago Police Department, Officer Hornung received two Complimentary Letters, nine Department Commendations and three Honorable Mentions; and

WHEREAS, Symbolizing the strength and continuity of family life, Officer Hornung has three children and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby express our gratitude to Chicago Police Officer DuWayne R. Hornung, on the occasion of his retirement August 1, 1988, after three decades of dedication to the highest standards of public service, and we extend to this fine citizen our very best wishes for a bright, prosperous, successful future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to DuWayne R. Hornung.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED MR. AND MRS.
WALTER WIDLAK ON THEIR GOLDEN
WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Walter Widlak this year celebrate fifty golden years of wedded bliss; and

WHEREAS, Ann and Walter Widlak were joined in matrimony May 14, 1938, at Five Holy Martyrs Church, and have renewed their vows at Saint Daniel the Prophet Church; and

WHEREAS, Walter has been retired for ten years. He belongs to such groups as the Saint Daniel Senior Citizens Club, Saint Daniel Holy Name Society and Saint Daniel Choir. He also is a Saint Daniel lector. Among his many hobbies are gardening and violin playing; and

WHEREAS, Ann has also been retired for ten years. She is the vice president of the Orchard Lakes Ladies Auxiliary Chapter 11 and the financial secretary of the Polish Women Alliance of America, Group 743. Ann also belongs to the Saint Daniel Senior Citizens Club, Saint Daniel Women's Club and the Saint Daniel Senior Choir. Her hobbies include handicrafts and party planning; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby congratulate Mr. and Mrs. Walter Widlak on the occasion of their golden wedding anniversary, and extend to these fine citizens our very best wishes for a long, happy, successful future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Walter Widlak.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN HENRY (24th Ward):

Referred -- PORTION OF SOUTH INDEPENDENCE BOULEVARD
TO BE RENAMED "HAROLD WASHINGTON
BOULEVARD".

A proposed ordinance to rename that part of South Independence Boulevard, from 600 to 1400 as "Harold Washington Boulevard", which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SOLIZ (25th Ward):

*Referred -- PERMISSION TO HOLD LITTLE VILLAGE
COMMUNITY CENTER SUMMER FEST.*

A proposed order directing the Commissioner of Public Works to grant permission to the Pilsen and Little Village Community Center to hold a Little Village Community Center Summer Fest on that part of South California Boulevard between West 24th Place and West 26th Street for the period extending May 31 through June 6, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN GUTIERREZ (26th Ward):

*Referred -- ART INSTITUTE OF CHICAGO REQUESTED
TO RETURN "THAI VISHNU LINTEL" STATUE
TO PEOPLE OF THAILAND.*

A proposed resolution requesting the Art Institute of Chicago to return the "Thai Vishnu Lintel" statue to the people of Thailand for preservation of their cultural and religious heritage, which was, *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

**ALDERMAN GUTIERREZ (26th Ward) And
ALDERMAN GABINSKI (32nd Ward):**

*Referred -- PERMISSION TO HOLD SIDEWALK
SALE ON PORTION OF NORTH
MILWAUKEE AVENUE.*

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Neil J. Byster of the Milwaukee Avenue Chamber of Commerce, to hold a sidewalk sale on

both sides of North Milwaukee Avenue, from West Division Street to North Damen Avenue for the period extending July 21 through July 24, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN GUTIERREZ (26th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE BY
ADDING NEW CHAPTER 25.2 ENTITLED
"CHICAGO AFFIRMATIVE
ACTION PLAN".

A proposed ordinance, presented by Aldermen Gutierrez, Garcia, Figueroa, Soliz and T. Evans, to amend the Municipal Code by adding thereto a new chapter to be known as Chapter 25.2 entitled "Chicago Affirmative Action Plan", establishing guidelines for the hiring of Latinos, women and other minorities within city government, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN BUTLER (27th Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSSTAND ON SOUTHWEST CORNER OF NORTH
KEDZIE AVENUE AND WEST CHICAGO
AVENUE.

A proposed order directing the Commissioner of Public Works to issue a permit to Mr. Frank Januszewski for the operation of a newsstand on the southwest corner of North Kedzie Avenue and West Chicago Avenue on a daily basis in accordance with the Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Referred -- APPROVAL OF PROPERTY AT 3220 WEST GRAND
AVENUE AS APPROPRIATE FOR COOK COUNTY TAX
INCENTIVE BENEFITS.

Also, a proposed resolution to approve the property being developed at 3220 West Grand Avenue as appropriate under the Cook County Real Property Assessment Classification Ordinance, Class 6(b), for tax incentive benefits, which was *Referred to the Committee on Economic Development*.

Presented By

ALDERMAN DAVIS (29th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 1101 SOUTH
CENTRAL AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Partick Media Group, Incorporated for the erection of a sign/signboard at 1101 South Central Avenue for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN HAGOPIAN (30th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 3705 WEST
FULLERTON AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Saranecki Brothers Continental Catering to maintain and use an existing canopy attached to the building or structure at 3705 West Fullerton Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented. By

ALDERMAN FIGUEROA (31st Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27
BY ADDING NEW SECTIONS 27-372.2 AND 27-372.3
PERTAINING TO ABANDONMENT
OF VEHICLES IN TOW.

A proposed ordinance to amend Chapter 27 of the Municipal Code by adding thereto new sections to be known as Sections 27-372.2 and 27-372.3, prohibiting persons from, and imposing fines for, the willful abandonment of motor vehicles in tow, which was *Referred to the Committee on Human Rights and Consumer Protection.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 185,
SECTION 185-7 BY IMPOSING NEW FINES ON PERSONS
CONVICTED OF TAMPERING WITH
FIRE HYDRANTS.

Also, a proposed ordinance to amend Chapter 185, Section 185-7 of the Municipal Code by imposing new fines on persons convicted of tampering with the operation of fire hydrants, which was *Referred to the Committee on Police, Fire and Municipal Institutions.*

Referred -- EXEMPTION OF SALVATION ARMY CHILD CARE
PROGRAM FROM ALL 1988 CITY LICENSING FEES
DUE TO NON-PROFIT STATUS.

Also, a proposed order to exempt the Salvation Army Child Care Program, a not-for-profit organization engaged in the housing and care of homeless children, from the payment of all city licensing fees imposed for the year 1988 and to waive all future permit and license fees, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS EXTENDED REVEREND NORBERT J.
ZAWISTANOWICZ ON 39TH ANNIVERSARY OF
ORDINATION AND 65TH BIRTHDAY
CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Reverend Norbert J. Zawistanowicz was born June 5, 1923; and

WHEREAS, Reverend Norbert J. Zawistanowicz was ordained a Roman Catholic priest on May 7, 1949; and

WHEREAS, Reverend Father Norbert J. Zawistanowicz has served the people of the Immaculate Heart of Mary Church, 3834 North Spaulding Avenue, for the past 28 years; and

WHEREAS, Father Zawistanowicz has been pastor of Immaculate Heart of Mary Church since 1977; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, meeting this 25th day of May, 1988 do hereby extend to Reverend Father Norbert J. Zawistanowicz our best wishes as he celebrates his 65th birthday and his 39th year as a priest and to wish him well in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Reverend Father Norbert J. Zawistanowicz.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN AUSTIN (34th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

142 West 116th Street;
143 West 116th Street;
119 West 116th Street; and
1313 West 111th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

142 West 116th Street;
143 West 116th Street;
119 West 116th Street; and
1313 West 111th Street,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Austin moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Austin, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN KOTLARZ (35th Ward):

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION OF
RECESSED CURB AT 4058 WEST
MELROSE STREET.

A proposed order directing the Commissioner of Public Works to issue a permit to Belmont Community Hospital for the installation of a recessed curb at their main entrance located at 4058 West Melrose Street, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 3555 WEST IRVING
PARK ROAD.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Patrick Media Group, Incorporated for the erection of a sign/signboard at 3555 West Irving Park Road for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- PERMISSION TO HOLD "HIT THE BRICKS" TEN
KILOMETER RUN FOR CHILDREN'S MEMORIAL
HOSPITAL ON PORTION OF NORTH
NARRAGANSETT AVENUE

A proposed order directing the Commissioner of Public Works to issue a permit to Ms. Judy Bolton-Dick to hold the "Hit the Bricks" ten kilometer run for the benefit of Children's Memorial Hospital on that part of North Narragansett Avenue from West Fullerton Avenue to West Diversey Avenue on Sunday, June 12, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF WEST DEVON AVENUE AND
NORTH CENTRAL AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Janise Grey of the Edgebrook Chamber of Commerce to hold a sidewalk sale on both sides of West Devon Avenue, between North Caldwell Avenue and North Spokane Avenue, and on both sides of North Central Avenue, between North Caldwell Avenue and North Tahonia Avenue for the period extending July 29 through July 30, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- PERMISSION TO HOLD "WINDY CITY WHEELMAN
BICYCLE RACE" ON PORTIONS OF NORTH DAMEN
AVENUE, WEST BRYN MAWR AVENUE, NORTH
WOLCOTT AVENUE AND WEST
BALMORAL AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Robert Lundberg to hold the "Windy City Wheelman Bicycle Race" on that part of North Damen Avenue from West Balmoral Avenue to West Bryn Mawr Avenue, on West Bryn Mawr Avenue, from North Damen Avenue to North Wolcott Avenue, on North Wolcott Avenue, from West Bryn Mawr Avenue to West Balmoral Avenue, and on West Balmoral Avenue, from North Wolcott Avenue to North Damen Avenue on Sunday, July 31, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 60 feet, more or less of the east-west 18-foot public alley in the block bounded by East Grand Avenue, East Illinois Street, North Rush Street and North Michigan Avenue for Chicago Title and Trust Company, as Trustee, Trust Number 64278 (Number 10-42-88-1226); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Natarus, the foregoing proposed order was *Passed.*

CONGRATULATIONS EXTENDED MR. DAVID L. EVERHART
ON HIS RETIREMENT AS CHAIRMAN OF BOARD
OF NORTHWESTERN MEMORIAL
CORPORATION.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. David L. Everhart has distinguished himself while applying his management and leadership skills as President and Chairman of the Executive Committee of Northwestern Memorial Hospital from 1976--1985; and

WHEREAS, Mr. David Everhart has demonstrated vision and initiative in the creation of the Northwestern Memorial Group in 1981; and

WHEREAS, Mr. David Everhart also created the Northwestern Memorial Corporation in 1987; and

WHEREAS, Mr. David Everhart has played a singular role in the actions and decisions resulting in Northwestern Hospital being ranked one of the twenty-five best hospitals in the United States; and

WHEREAS, Mr. David Everhart has contributed significantly to the analysis of problems and the creation of solutions in the organization, delivery, and financing of health care on the national and state levels, and throughout the City of Chicago; and

WHEREAS, Mr. David Everhart will step down from his role as Chairman of the Board of Northwestern Memorial Corporation on June 30, 1988; now, therefore,

Be It Resolved, That the Acting Mayor and members of the City Council of the City of Chicago assembled this 25th day of May, 1988, do hereby honor and congratulate Mr. David L. Everhart for all he has accomplished and contributed to the citizens and City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. David L. Everhart.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred -- ESTABLISHMENT OF TAXICAB STAND 582
ON PORTION OF NORTH RUSH STREET.

Also, a proposed ordinance to establish taxicab stand 582 for three vehicles along the east curb of North Rush Street, from a point 20 feet south of East Bellevue Place to a point 60 feet south thereof, which was *Referred to the Committee on Local Transportation.*

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION OF THREE
FLAG POLES AT 900 NORTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to J.M.B./Urban 900 Development Partners, Limited to install three flag poles on the public way in front of the building at 900 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
WEST ILLINOIS STREET FOR BUSINESS RECEPTION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Richard J. Sidor, Executive Vice President of Contract Interior for Business, Incorporated, for the closing of that part of West Illinois Street between North Kingsbury and North Orleans Streets on Thursday, August 18, 1988 for the purpose of holding a client and staff reception, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT FOR PLACEMENT OF TWO
PLANTERS AT 21 EAST BELLEVUE PLACE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Robert A. Podestra, to place two planters on the public way in front of the building at 21 East Bellevue Place, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION FOR OPERATION OF NEWSSTAND ON
NORTHWEST CORNER OF WEST DIVISION STREET
AND NORTH LARRABEE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Joe Dolly, for the operation of a newsstand on the northwest corner of West Division Street and North Larrabee Avenue on a daily basis in accordance with the Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- ESTABLISHMENT OF DEPARTMENTAL RESPONSIBILITIES
WITH REGARD TO VARIOUS PUBLICATIONS FOR OFFICE
OF CITY CLERK AND LEGISLATIVE REFERENCE
BUREAU.

A proposed ordinance to assign the Office of the City Clerk with the responsibility of maintaining and publishing a list of all pending legislation currently before the City Council as well as making available any text of such legislation to the public, the press and government members, and further to assign the Legislative Reference Bureau with the responsibility of publishing a quarterly status report on any legislation pending for more than ninety days after introduction, for the purpose of promoting maximum public involvement in the legislative process, which was *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY DE PAUL
UNIVERSITY.

Also, a proposed ordinance requiring DePaul University to pay a ten dollar license fee for each of the special police employed therein, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO MR. FELIX GOMEZ
AND G.L.D., INCORPORATED FOR
SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Felix Gomez, doing business as Mi Casa, Su Casa Restaurant, Incorporated--to maintain and use a portion of the public way adjacent to 2524 North Southport Avenue; and

G.L.D., Incorporated, doing business as The Four Farthings Tavern--to maintain and use a portion of the public way adjacent to 2060 North Cleveland Avenue.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED
LOCATIONS.

Also, three proposed orders for the issuance of permits to the individual and organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

The Conservatory Condominium Association--one canopy at 2314 North Lincoln Park West;

Mr. Lawrence Edwards--one canopy at 2433 North Lincoln Avenue; and

White Hen Pantry--one canopy at 2004 North Halsted Street.

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED MR. MORRIS WARNER ON
HIS 80TH BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Morris Warner, an outstanding Chicago citizen, celebrated his 80th birthday May 17, 1988; and

WHEREAS, Morris Warner was born May 17, 1908, and became an outstanding athlete at Marshall High School. During World War II he served in the United States Coast Guard, and afterwards became an accomplished furrier. Morris Warner is still employed; he now works for the State of Illinois Toll Road Authority; and

WHEREAS, Morris Warner is a die-hard Cub fan and enjoys travelling and fishing. An outstanding family man, he celebrates this august occasion with his two sons and his grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby offer our congratulations to Morris Warner on the occasion of his 80th birthday, and extend to this fine citizen our best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Morris Warner.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
194A BY ADDING NEW ARTICLE 11.6-5
ESTABLISHING ADMISSION FEE FOR
INTER-TRACK WAGERING
FACILITIES.

Also, a proposed ordinance to amend Chapter 194A of the Municipal Code (the Chicago Zoning Ordinance) by the addition of a new Article 11.6-5 establishing a one dollar admission fee for persons entering inter-track wagering facilities, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- GRANT OF PRIVILEGE TO MR. JOSEPH KRAJEWSKI,
DOING BUSINESS AS NOT JUST PASTA, INCORPORATED
RESTAURANT, FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Mr. Joseph Krajewski, doing business as Not Just Pasta, Incorporated Restaurant, to maintain and use a portion of the public way adjacent to its property at 2965 North Lincoln Avenue for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- REINFORCEMENT OF LEGISLATIVE
REFERENCE BUREAU FUNCTIONS.

Also, a proposed resolution requesting the reinforcement of the functions of the Legislative Reference Bureau for the proper introduction and systematic review of new legislation to the City Council, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT SPECIFIED LOCATIONS.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Florence Cirzan of the Jefferson Park Chamber of Commerce to hold a sidewalk sale on both sides of North Milwaukee Avenue from 4630 to 4955, on both sides of West Lawrence Avenue from 5216 to 5401, on the east side of West Higgins Avenue from 5403 to 5417, and on the west side of West Ainslie Street from 5310 to 5334 for the period extending July 28 through July 29, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED MISS CHRISSY JURETZKO ON
BEING NAMED "MISS D.A.N.K-U.S.A." BY GERMAN
AMERICAN NATIONAL CONGRESS.

A proposed resolution reading as follows:

WHEREAS, A lovely young native of Chicago's north side, Chrissy Juretzko, has been named "Miss D.A.N.K.-U.S.A." by the German American National Congress; and

WHEREAS, Chrissy Juretzko will reign a full year as a representative of one of our most visible and dynamic international organizations; and

WHEREAS, One of Chrissy Juretzko's first assignments will be to return to her mother's hometown, Furth im Wald, Germany, as the historical city celebrates its 656th anniversary in mid-August; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby congratulate Chrissy Juretzko on having been awarded the title "Miss D.A.N.K- U.S.A." by the German American National Congress, and extend to this Chicago citizen our very best wishes for great happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chrissy Juretzko.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED MR. JOHN MORAN ON HIS
RETIREMENT FROM CHICAGO PARK DISTRICT
SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, John Moran is retiring from the Chicago Park District after almost 40 years of selfless dedication; and

WHEREAS, A native of Chicago, John Moran attended Saint Matthias Grammar School and Saint Michael's and Amundsen High Schools. He entered Park District employment November 5, 1950, and was drafted into the United States Army soon thereafter. After serving in the Korean War, John was honorably discharged in November, 1953, and returned to the Park District; and

WHEREAS, Besides his dedication as a public servant and his membership and activities in numerous community organizations, John Moran is a member of Saint Matthias Parish and is an outstanding family man. He and his lovely wife, Carolyn, have six children and three grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby congratulate John Moran on his retirement from the Chicago Park District, and extend to him our admiration and best wishes; and

Be It Further Resolved, That a suitable copy be prepared and presented to John Moran.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED MR. CHAD BROWN AS
OUTSTANDING GRADUATE FROM JOHN J.
AUDUBON ELEMENTARY SCHOOL.

Also, a proposed resolution reading as follows:

WHEREAS, Chad Brown, excellent student throughout his grade school years, is being graduated from John J. Audubon Elementary School, June 28, 1988 at 9:30 A.M.; and

WHEREAS, Chad Brown is an outstanding student with straight A's throughout his school career; and

WHEREAS, Chad Brown represented his school at the District Science Fair, the Mathcounts Competition, and the Academic Olympics Competition. He ran the Saint Jude's Math-a-Thon for the entire school for the last two years; and

WHEREAS, Chad Brown is an outstanding example of scholarship in the youth of which the leaders of this great City of Chicago are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby offer our congratulations to Chad Brown, one of the outstanding graduates of John J. Audubon Elementary School, as well as our best wishes to a fine young student for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chad Brown.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT 3901 NORTH
LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Stauber's Ace Hardware Store for the construction, maintenance and use of a canopy to be attached to the building or structure at 3901 North Lincoln Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO WIDEN SIDEWALK AT
4544 NORTH LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to F. & D. Cement Company for the widening of the sidewalk from the existing width of 12 feet to a new width of 20 feet, including curb and gutter, in front of the Hild Cultural Center at 4544 North Lincoln Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN OSTERMAN (48th Ward):

CONGRATULATIONS AND HONOR EXTENDED MR. SHAWN D.
MC BRIDE ON HIS 15TH ANNIVERSARY
AS FASHION PROMOTER.

A proposed resolution reading as follows:

WHEREAS, Shawn D. McBride, an active businessman in the 48th Ward, has continuously contributed his professional services to charity and social events; and

WHEREAS, Shawn D. McBride, a founder of "Shawn and Associates", a fashion production company, has helped promote the careers of young minority fashion designers and models in the City of Chicago; and

WHEREAS, Coming from an impoverished neighborhood, he has not forgotten his past while looking toward the future, has reactivated the Help Argyle Winthrop Kenmore (H.A.W.K.) block club, which includes the residents of 4848 North Winthrop, a building which houses families of low and moderate income; and

WHEREAS, Shawn D. McBride has given of himself unselfishly to his neighbors and his community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby congratulate Shawn D. McBride as he celebrates his 15th anniversary as a fashion promoter; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Shawn D. McBride.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

GRATITUDE AND BEST WISHES EXTENDED SISTER MARY WOJNICKI
UPON HER RETIREMENT AS PRINCIPAL OF SAINT
GERTRUDE'S GRAMMAR SCHOOL AND
COMMENCEMENT OF MUNDELEIN
COLLEGE PROFESSORSHIP.

Also, a proposed resolution reading as follows:

WHEREAS, Sister Mary Wojnicki, one of Chicago's most visible and dynamic community leaders, has recently resigned her 15-year post as Principal of Saint Gertrude's Grammar School to take up a professorship at Mundelein College a few blocks away; and

WHEREAS, Sister Mary Wojnicki is a native of our great city, and grew up on the west and northwest sides. She entered a life of God as A Sister of Charity (B.V.M.) and was graduated from Clarke College in Dubuque, Iowa. Her first teaching experience was gained during five years in Montana, with her summers spent teaching children on that state's Indian reservations; and

WHEREAS, Sister Mary Wojnicki returned to Chicago in 1959 and for almost three full decades has devoted herself to the betterment of the Chicago community, either through her numerous teaching duties, or through her impeccable influence in the community. As principal at Saint Gertrude's since 1973, Sister Mary played a vital role in the development of a host of academic and extra curricular activities, ranging from pilot reading programs to science fairs to field trips and the training of area student teachers. The parents of Edgewater have enjoyed her influence, her zest for life, and the unquenchable sense of love for other human beings; and

WHEREAS, At Mundelein College, Sister Mary Wojnicki continues her selfless dedication and inspiration in the grateful Edgewater community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May, 1988, A.D., do hereby congratulate Sister Mary Wojnicki as she ends a brilliant career as Principal of Saint Gertrude's Grammar School and begins a professorship at Mundelein College, and express our gratitude to this outstanding citizen for her support, her devotion and for the inspiration of her presence in our city; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sister Mary Wojnicki.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred -- CHICAGO FIRE DEPARTMENT COMMISSIONER
REQUESTED TO INITIATE REPAIRS TO ENGINE
COMPANY 59 FIREHOUSE AT 5714
NORTH RIDGE AVENUE.

Also, a proposed order directing the Commissioner of the Chicago Fire Department to initiate repairs to the firehouse of Engine Company 59 at 5714 North Ridge Avenue, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT 1475 WEST
BALMORAL AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Cafe Barcelona for the maintenance and use of an existing canopy attached to the building or structure at 1475 West Balmoral Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred--PUBLIC UTILITY COMPANIES URGED TO USE
"SOFT PACK" STEEL PLATING FOR STREET REPAIRS
ON PORTION OF NORTH SHERIDAN ROAD.

Also, a proposed order directing the Commissioner of General Services to take enforcement measures to insure that all utility companies use "soft pack" steel plating to temporarily cover construction and repair cuts on North Sheridan Road, which was *Referred to the Committee on Streets and Alleys*.

Referred--BUREAU OF MAINTENANCE AND REPAIR
REQUESTED TO REPAIR FIREHOUSE OF
ENGINE COMPANY 59 LOCATED AT
5714 NORTH RIDGE AVENUE.

Also, a proposed resolution ordering the City of Chicago Bureau of Maintenance and Repair to make all necessary repairs to the Engine Company 59 firehouse, located at 5714 North Ridge Avenue, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN ORR (49th Ward):

CONGRATULATIONS EXTENDED MS. ANN DAVIS DIX AND THE
NORTH SHORE SCHOOL ON FIFTIETH
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Ann Davis Dix is the founder and guiding force of the North Shore School at 1217 Chase Avenue in Chicago; and

WHEREAS, In 1938 Ann Dix forged new territory by opening North Shore School as a private elementary school on the city's north side; and

WHEREAS, Today, North Shore School is an accredited, nondenominational, self-sustaining school serving 140 children from diverse educational and financial backgrounds; and

WHEREAS, Through Ann Dix's leadership, North Shore School continues to be a pioneer in the field of education; the average class size is maintained at 15 and graduates continue to test an average of two years ahead of grade level in reading and mathematics; and

WHEREAS, In a time of vigorous discussion of educational reform, Ann Dix and North Shore School set an example for the entire city by their dedication to academic achievement and community involvement; and

WHEREAS, On June 17, 1988, past and present students of North Shore School will celebrate the 50th anniversary of the school's founding; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby congratulate Ann Davis Dix on the occasion of the 50th anniversary of her founding of North Shore School; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the Clerk of the City of Chicago and presented to the recipient.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED MR. HARRY SMITH
ON HIS 100TH BIRTHDAY CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, Harry Smith, a resident of Rogers Park will attain the venerable age of 100 years on June 8, 1988; and

WHEREAS, Harry Smith was born in New Bedford, Massachusetts in 1888; and

WHEREAS, Mr. Smith moved to Chicago, Illinois in 1923 and settled in the Independence Park area at Irving and Pulaski; and

WHEREAS, Mr. Smith was a loyal and productive worker for the Chicago Colliseum and the Chicago Stockyards for 43 years; and

WHEREAS, Harry Smith now resides at the Pat Crowley House at 1537 West Rosemont Avenue; and

WHEREAS, Harry Smith remains an active participant in the Chicago Police Department's 24th District Beat Representative and Advisory Program; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby congratulate Harry Smith on the occasion of his 100th birthday celebration on June 8, 1988; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the Clerk of the City of Chicago and presented to the recipient.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred -- PERMISSION TO HOLD SIDEWALK SALE
ON PORTION OF WEST HOWARD STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Beverly Rubin to hold a sidewalk sale on both sides of West Howard Street, between

North Greenview Avenue and North Clark Street for the period extending June 23 through June 25, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

**ALDERMAN ORR (49th Ward) And
ALDERMAN OSTERMAN (48th Ward):**

CONGRATULATIONS EXTENDED MR. RONALD BERGER AND
NORTH LAKESIDE CULTURAL CENTER ON
COMPLETION AND DEDICATION
OF NORTH MANSION.

A proposed resolution reading as follows:

WHEREAS, Ronald Berger has been a devoted supporter of arts and culture in this city and has made integral contributions to the Chicago Park District; and

WHEREAS, Ronald Berger serves as board chairman for the North Lakeside Cultural Center at 6219 North Sheridan Road in Chicago; and

WHEREAS, Ronald Berger has been the catalyst for saving and rehabilitating the last two mansions on Chicago's lakefront; and

WHEREAS, These mansions and the upgraded park provide a useful and unique addition to the Chicago Park District and to the surrounding community; and

WHEREAS, Eight years of community commitment, planning and energetic action will culminate on June 5, 1988 with the completion and dedication of the North Mansion; and

WHEREAS, This occasion is an opportunity for dozens of individuals to honor Ronald Berger for his vision and dedication to the North Lakeside Cultural Center; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby congratulate Ronald Berger and the North Lakeside Cultural Center on the occasion of the first public viewing of the North Mansion on June 5, 1988; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the City Clerk of the City of Chicago and presented to the recipient.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN ORR (49th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4
BY ADDING NEW SECTIONS REQUIRING DISCLOSURE
OF EXPENDITURES FROM ALDERMANIC
CONTINGENCY EXPENSE
ALLOWANCES.

A proposed ordinance, presented by Aldermen Orr, Bloom, Davis, Gutierrez, Shiller and Garcia, to amend Chapter 4 of the Municipal Code by adding new Sections 4-4 through 4-4.7 requiring public disclosure of all expenditures from aldermanic contingency expense allowance accounts, which was *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4
BY ADDING NEW SECTIONS REQUIRING
ACCOUNTING AND INVENTORY OF
EQUIPMENT PURCHASED BY
ALDERMEN.

Also, a proposed ordinance, presented by Aldermen Orr, Bloom, Davis, Gutierrez, Shiller and Garcia, to amend Chapter 4 of the Municipal Code by adding new Sections 4-4.8 through 4-4.9 requiring that an accounting and inventory of all equipment purchased by aldermen

over the amount of \$100 be reported to the City Council Committee on Finance, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4 BY
ADDING NEW SECTIONS TO ESTABLISH STANDARDS
OF COMPENSATION FOR CITY COUNCIL
EMPLOYEES.

Also, a proposed ordinance, presented by Aldermen Orr, Bloom, Davis, Gutierrez and Shiller, amending Chapter 4 of the Municipal Code by adding new Sections 4-4.10 and 4-4.11 establishing standards of compensation for City Council employees, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

**ALDERMAN ORR (49th Ward) And ALDERMAN BANKS
(36th Ward):**

Referred -- EXTENSION OF INTERGOVERNMENTAL CENTREX
TELEPHONE SERVICE TO ALDERMANIC
WARD OFFICES.

A proposed resolution to extend phone lines for intergovernmental Centrex telephone service at a flat low-cost rate to each aldermanic ward office to allow direct access to City Hall and to be paid directly out of each Alderman's contingency expense allowance, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN STONE (50th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 2951 WEST DEVON AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Rosemary's Girls Dress Shop for the maintenance and use of an existing canopy attached to the building or structure at 2951 West Devon Avenue, which was *Referred to the Committee on Streets and Alleys*.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS,
CANCELLATION OF WARRANTS FOR
COLLECTION, AND WATER
RATE EXEMPTIONS,
ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN AUSTIN (34th Ward):

Apostolic Assembly of the Lord Jesus Church--electrical installations on the premises known as 10708--10722 South Vincennes Avenue.

BY ALDERMAN LAURINO (39th Ward):

Northeastern Illinois University--application for permit to do electrical work on the premises known as 5500 North St. Louis Avenue.

BY ALDERMAN STONE (50th Ward):

Congregation Chesed L'Avrohom Nachlas David--demolition of existing structure and construction of a new synagogue and driveway on the premises known as 3135 West Devon Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Unitarian Cooperative School, 5650 South Woodlawn Avenue.

BY ALDERMAN CARTER (15th Ward):

Lithuanian Montessori Child Center (Class I), 2743 West 69th Street.

BY ALDERMAN STREETER (17th Ward):

Englewood Manor Day Care Center Head Start Program, 7730--7732 South Halsted Street.

Zion Hill Child Development Center, 1460 West 78th Street.

BY ALDERMAN HAGOPIAN (30th Ward):

Lambs of the Fold Preschool and Day Care Center, 5110 West Diversey Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

Children's Memorial Hospital, 2300 North Children's Plaza (2).

BY ALDERMAN OSTERMAN (48th Ward):

Salvation Army Emergency Lodge-Head Start, 4800 North Marine Drive.

BY ALDERMAN STONE (50th Ward):

Misericordia/Heart of Mercy (Type C), 6300 North Ridge Avenue (3).

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROBINSON (6th Ward):

Israel Methodist Community Church, various locations--annual building inspection fees.

BY ALDERMAN HUELS (11th Ward):

Northwestern Memorial Hospital, 520 West 36th Street--annual elevator inspection fee.

BY ALDERMAN FARY (12th Ward):

Misericordia Home, 2916 West 47th Street--annual fuel burning equipment inspection fee.

"Nehi" Royal Crown, Bottling Company of Chicago, 2849 West 47th Street--no parking signs.

BY ALDERMAN SHEAHAN (19th Ward):

Washington and Jane Smith Home, 2340 West 113th Place--annual fuel burning equipment inspection fee.

BY ALDERMAN GARCIA (22nd Ward):

Chicago Boys Club, 2801 South Ridgeway Avenue--annual building inspection fee.

BY ALDERMAN SOLIZ (25th Ward):

Schwab Rehabilitation Center, 1417 South California Avenue--fuel burning equipment inspection fee and semi-annual elevator inspection fees (2).

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, 2815 West Byron Street--annual building inspection fee.

BY ALDERMAN LAURINO (39th Ward):

North Park College, various locations--annual building inspection fees.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Health Care Corporation, 7435 North Talcott Avenue--annual building inspection fees and bi-annual building inspection fee (3).

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, various locations--annual public place of assembly inspection fee, annual building inspection fee and fuel burning equipment inspection fee (3).

BY ALDERMAN ORR (49th Ward):

Mundelein College, 1025 West Sheridan Road--elevator inspection fees.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue--annual fuel burning equipment inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN DAVIS (29th Ward):

Austin Developmental Center, 5151 West Madison Street.

BY ALDERMAN FIGUEROA (31st Ward):

Baptist Union Church, 1813 North Kedzie Avenue (2).

BY ALDERMAN LAURINO (39th Ward):

Jewish Home for the Blind, 3525 West Foster Avenue.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (May 11, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on May 11, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman Bloom moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Consideration Deferred-- ESTABLISHMENT OF CERTAIN SPECIAL
SERVICE AREAS AND GUARANTEED HOME EQUITY
PROGRAMS.

On motion of Alderman Krystyniak, the City Council took up for consideration the reports of the Committee on Finance deferred and published in the Journal of the Proceedings of May 11, 1988, pages 12951 through 13005, recommending that the City Council do not pass three proposed ordinances concerning the creation of certain special service areas and the establishment of Guaranteed Home Equity Programs.

Alderman Krystyniak then moved to disapprove the reports of the Committee on Finance.

Alderman Smith moved to lay on the table Alderman Krystyniak's motion.

The clerk called the roll and the motion to lay on the table was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Shiller, Orr -- 22.

Nays -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Schulter, Osterman, Stone -- 27.

Thereupon, the clerk called the roll on Alderman Krystyniak's motion to disapprove the reports of the Committee on Finance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Schulter, Osterman, Stone -- 27.

Nays -- Aldermen Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Shiller, Orr -- 22.

Alderman Bloom then presented the following three proposed amendments to the three proposed ordinances:

Motion To Amend.

I move to amend the Substitute Ordinance To Create Special Service Area Number 1 And Establish A "Guaranteed Home Equity Program", as follows:

1. Subsection A of Section IV is amended to renumber Section IV A 10 as Section IV A 11 and the following new paragraph is inserted as Section IV A 10:

10. To conduct on its own or in conjunction with one or more Community Organizations an annual neighborhood tour between April 1 and November 1 of each year. This tour shall be advertised and promoted across the City of Chicago through city-wide and neighborhood print and electronic media.

2. Subsection B of Section VIII is amended to read as follows:

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the Member agrees not to enter into a contract with a real estate broker or agent to list the Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, *as to the policy of the City of Chicago and the Governing Commission not to impede the freedom of any person to reside in any neighborhood of Chicago regardless of race, creed, or national origin*; and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after a Member files such notice. The Governing Commission's failure to comply with this deadline shall not prejudice the Member's eligibility or rights under the program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's registration date.

3. Subsection H of Section VIII is amended to read as follows:

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission shall have the authority on behalf of the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable (but not in excess of the Guaranteed Value) with a real estate agency of the Governing Commission's choosing that:

- a. agrees, in writing, to affirmatively market the Guaranteed Residence in a diverse cross-section of communities in Chicago;
- b. has been certified by the City of Chicago agency responsible for enforcing fair housing regulations to be a non-discriminatory real estate agency; and
- c. agrees to list the Guaranteed Residence with a multiple listing service.

[has 60 days during which time it may require the Member to list the Guaranteed Residence at a price the Governing Commission deems reasonable with a realty board or agency, a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.]

4. Section XXI is renumbered Section XXII and a new Section XXI is added as follows:

Section XXI.

Condition Precedent.

This problem shall not be effective in Special Service Area Number 1 until the following conditions have been met:

(A) the appropriate election authority has certified that an advisory referendum has been conducted within each precinct considered for inclusion in the special service area within 18 months immediately preceding introduction of the ordinance establishing the area, presenting the following question: "Shall there be established, to serve the territory commonly described on the attached exhibit, a Guaranteed Home Equity Program, for the purpose of guaranteeing that residential property values of participating property owners will not fall below their current market value, where such program will be funded through a Special Service Area which will require all residential property owners to pay an annual fee which may typically range from approximately (insert amount) for a residential property with a market value of Twenty-five Thousand Dollars (\$25,000.00), to approximately (insert amount) for a residential property with a market value of One Hundred Thousand Dollars (\$100,000.00)"?

(B) the appropriate election authority has certified the number of voters eligible to vote at the advisory referendum election and the number of voters who voted "Yes" in the election; and

(C) the number of favorable voters is more than one-half the number of voters who vote in the election.

Motion To Amend.

I move to amend the Substitute Ordinance To Create Special Service Area Number 2 And Establish A "Guaranteed Home Equity Program," as follows:

1. Subsection A of Section IV is amended to renumber Section IV A 10 as Section IV A 11 and the following new paragraph is inserted as Section IV A 10:

10. To conduct on its own or in conjunction with one or more Community Organizations an annual neighborhood tour between April 1 and November 1 of each year. This tour shall be advertised and promoted across the City of Chicago through city-wide and neighborhood print and electronic media.

2. Subsection B of Section VIII is amended to read as follows:

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the Member agrees not to enter into a contract with a real estate broker or agent to list the Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, *as to the policy of the City of Chicago and the Governing Commission not to impede the freedom of any person to reside in any neighborhood of Chicago regardless of race, creed, or national origin;* and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after a Member files such notice. The Governing Commission's failure to comply with this deadline shall not prejudice the Member's eligibility or rights under the program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's registration date.

3. Subsection H of Section VIII is amended to read as follows:

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission shall have the authority on behalf of the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable (but not in excess of the Guaranteed Value) with a real estate agency of the Governing Commission's choosing that:

- a. agrees, in writing, to affirmatively market the Guaranteed Residence in a diverse cross-section of communities in Chicago;
- b. has been certified by the City of Chicago agency responsible for enforcing fair housing regulations to be a non-discriminatory real estate agency; and
- c. agrees to list the Guaranteed Residence with a multiple listing service.

[has 60 days during which time it may require the Member to list the Guaranteed Residence at a price the Governing Commission deems reasonable with a realty board or agency, a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.]

4. Section XXI is renumbered Section XXII and a new Section XXI is added as follows:

Section XXI.

Condition Precedent.

This Program shall not be effective in Special Service Area Number 2 until the following conditions have been met:

(A) the appropriate election authority has certified that an advisory referendum has been conducted within each precinct considered for inclusion in the special service area within 18 months immediately preceding introduction of the ordinance establishing the area, presenting the following question: "Shall there be established, to serve the territory commonly described on the attached exhibit, a Guaranteed Home Equity Program, for the purpose of guaranteeing that residential property values of participating property owners will not fall below their current market value, where such program will be funded through a Special Service Area which will require all residential property owners to pay an annual fee which may typically range from approximately (insert amount) for a residential property with a market value of Twenty-five Thousand Dollars (\$25,000.00), to approximately (insert amount) for a

residential property with a market value of One Hundred Thousand Dollars (\$100,000.00)?";

(B) the appropriate election authority has certified the number of voters eligible to vote at the advisory referendum election and the number of voters who voted "Yes" in the election; and

(C) the number of favorable voters is more than one-half the number of voters who vote in the election.

Motion To Amend.

I move to amend the Substitute Ordinance to Create Special Service Area Number 3 And Establish A "Guaranteed Home Equity Program," as follows:

1. Subsection A of Section IV is amended to renumber Section IV A 10 as Section IV A 11 and the following new paragraph is inserted as Section IV A 10:

10. To conduct on its own or in conjunction with one or more Community Organizations an annual neighborhood tour between April 1 and November 1 of each year. This tour shall be advertised and promoted across the City of Chicago through city-wide and neighborhood print and electronic media.

2. Subsection B of Section VIII is amended to read as follows:

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the Member agrees not to enter into a contract with a real estate broker or agent to list the Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, *as to the policy of the City of Chicago and the Governing Commission not to impede the freedom of any person to reside in any neighborhood of Chicago regardless of race, creed, or national origin;* and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after a Member files such notice. The Governing Commission's failure to comply with this deadline shall not

prejudice the Member's eligibility or rights under the program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's registration date.

3. Subsection H of Section VIII is amended to read as follows:

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission *shall have the authority on behalf of the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable (but not in excess of the Guaranteed Value) with a real estate agency of the Governing Commission's choosing that:*

- a. *agrees, in writing, to affirmatively market the Guaranteed Residence in a diverse cross-section of communities in Chicago;*
- b. *has been certified by the City of Chicago agency responsible for enforcing fair housing regulations to be a non-discriminatory real estate agency; and*
- c. *agrees to list the Guaranteed Residence with a multiple listing service.*

[has 60 days during which time it may require the Member to list the Guaranteed Residence at a price the Governing Commission deems reasonable with a realty board or agency, a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.]

4. Section XXI is renumbered Section XXII and a new Section XXI is added as follows:

Section XXI.

Condition Precedent.

This Program shall not be effective in Special Service Area Number 3 until the following conditions have been met:

(A) the appropriate election authority has certified that an advisory referendum has been conducted within each precinct considered for inclusion in the special service area within 18 months immediately preceding introduction of the ordinance establishing the area, presenting the following question: "Shall there be established, to serve the territory commonly described on the attached exhibit, a Guaranteed Home Equity

Program, for the purpose of guaranteeing that residential property values of participating property owners will not fall below their current market value, where such program will be funded through a Special Service Area which will require all residential property owners to pay an annual fee which may typically range from approximately (insert amount) for a residential property with a market value of Twenty-five Thousand Dollars (\$25,000.00), to approximately (insert amount) for a residential property with a market value of One Hundred Thousand Dollars (\$100,000.00)?";

(B) the appropriate election authority has certified the number of voters eligible to vote at the advisory referendum election and the number of voters who voted "Yes" in the election; and

(C) the number of favorable voters is more than one-half the number of voters who vote in the election.

Alderman Tillman moved to lay on the table the foregoing proposed amendments. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Figueroa, Austin, Giles, Natarus, Shiller -- 20.

Nays -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Gutierrez, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr -- 28.

Alderman Kotlarz then moved, contingent upon Alderman Bloom's withdrawal of his proposed amendments, to defer consideration of the main question. Alderman Bloom agreed to withdraw his amendments to the main question.

Acting Mayor Eugene Sawyer then called a brief recess to allow aldermen an opportunity to review the proposed ordinances. The motion *Prevailed*.

At the conclusion of five minutes, Acting Mayor Eugene Sawyer called the Council to order and the meeting *Resumed*.

Thereupon, the clerk called the roll on Alderman Kotlarz' motion to defer consideration of the main question. The motion *Prevailed*. by yeas and nays as follows:

Yeas -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr -- 27.

Nays -- Aldermen Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Shiller -- 21.

The said proposed ordinances, consideration of which was deferred, read as follows:

**AREA GENERALLY BOUNDED BY SOUTH BELL AVENUE, WEST
74TH STREET, SOUTH CICERO AVENUE AND
WEST 49TH STREET.**

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

SECTION 1. A public hearing shall be held by the Chicago City Council on a date to be announced, at a neighborhood location to be announced in Chicago, Illinois, to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area Number _____ in the City of Chicago within the territory described in the Notice set forth in Section 3 hereof, sufficient to produce the revenues required to establish a Guaranteed Home Equity Program therein. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

SECTION 2. The ordinance creating the Special Service Area Number _____ for the purpose of establishing a Guaranteed Home Equity Program is set forth below in an appendix.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once not less than 15 days prior to the public hearing in the *Chicago Sun-Times*, a newspaper published in the City of Chicago. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be substantially in the following form:

Notice Of Hearing.

City Of Chicago Special Service Area Number _____.

Notice is hereby given that on the (date to be determined), at (time to be determined) at (neighborhood location to be determined) a hearing will be held by the City Council of the City of Chicago to consider the levy of an annual tax upon all property classified by county

ordinance as residential and assessed for tax purposes within Special Service Area Number _____ consisting of the territory within a line beginning at the intersection of the Conrail Railway tracks and the Belt Railway tracks (near intersection of Bell and 74th Street); continuing West along the Belt Railway tracks (to a point near the intersection of 74th Street and Central Park); continuing Northwest along the Belt Railway tracks to the intersection of the Belt Railway tracks and Marquette Road; continuing West along Marquette Road to the intersection of Marquette Road and Cicero; continuing North along Cicero to the intersection of Cicero and the Belt Railway tracks (near the intersection of Cicero and 54th Street); continuing Northeast along the Belt Railway tracks (to a point near the intersection of 49th Street and Lawndale); continuing East along the Belt Railway tracks to the intersection of the Belt Railway tracks and the Conrail Railway (near the intersection of Oakley and 50th Street); continuing South along the Conrail Railway tracks to the intersection of the Conrail Railway tracks and the Belt Railway (near the intersection of Bell and 74th Street), excepting all non-residential, commercial and industrial properties within the boundaries set forth herein. An accurate map of said territory is available for public inspection.

The purpose of the formation of City of Chicago Special Service Area Number _____, in general, is to guarantee that the value of a participating residential property owner will not fall below its market value established at the time the property owner registers in the program, provided the property owner remains in the program for at least five years, keeps the property well maintained, continuously occupies the property as the owner's principal place of residence and otherwise adheres to the guidelines and procedures of the program.

At the hearing there will be considered a special tax to be levied against all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area for the provision of special services in the service area. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

All interested persons affected by the formation of City of Chicago Special Service Area Number _____, including all persons owning real estate or taxable property located within said area, will be given an opportunity to be heard regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area. Also, any such person may file with the City Clerk written objections to any issue embodied in this notice. The hearing may be adjourned by the City Council to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within 30 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy or imposition of the annual tax, no such area may be created, or tax may be levied or imposed.

Dated this (date to be determined),

City Clerk.

SECTION 4. This ordinance shall become effective immediately upon the passage thereof.

Appendix attached to this ordinance reads as follows:

Appendix.

Substitute Ordinance To Create Special Service Area

Number _____ And Establish A

"Guaranteed Home Equity Program".

Section I.

Creation Of Guaranteed Home Equity Program;

Designation Of Special Service Area.

There is hereby created a Guaranteed Home Equity Program on the terms and conditions set forth in this ordinance with area designated as follows, to be known hereafter as Special Service Area Number _____:

Section II.

Purpose Of The Guaranteed Home Equity Program.

The purpose of the Program is to guarantee that the value of a Member's property will not fall below its fair market value established at the time the Member registers in the Program, provided the Member remains in the Program for at least five years, keeps the

property well maintained, continuously occupies the property as the Member's principal place of residence, and adheres to guidelines and procedures established by the Program. By providing such a guarantee, the Program is intended to provide relief only from specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions, nor does it provide relief from local adverse conditions caused by Physical Perils such as natural disasters or acts of God, or depreciation due to failure to maintain a Guaranteed Residence, as detailed in Section X on Exclusions. Furthermore, the Program does not provide, serve as, or replace homeowner's insurance or other conventional forms of insurance.

Section III.

Definitions.

The following words and phrases are defined as follows for the purposes of this ordinance:

A. "Certificate of Participation" means the duly notarized document of membership in the Program, signed by the Qualified Applicant and an authorized representative of the Governing Commission, which specifies the location and description of the Guaranteed Residence, its Guaranteed Value, the Registration Date, and has attached a Program Appraisal for the Guaranteed Residence.

B. "Community Organization" means a not-for-profit organization which has been registered with the State of Illinois for at least five years as a not-for-profit organization, which qualifies for not-for-profit status under the Internal Revenue Code 501(c)(3) or 501(c)(4), which continuously maintains an office or business located within Special Service Area Number _____ together with a current listed telephone number, and whose members reside within Special Service Area Number _____.

C. "Eligible Applicant" means a natural owner of a Qualified Residence within Special Service Area Number _____ who continuously occupies or has Family Members who occupy such Qualified Residence as a principal place of residence.

D. "Family Member" means a spouse, children, step-children, parents, grandparents, parents of a spouse, brothers, or sisters of the Member. Family member also means brothers or sisters of a spouse of the Member.

E. "Gross Selling Value" means the dollar amount of purchase of a Guaranteed Residence and shall include any amount that the Member agrees to assume on behalf of a buyer or prospective buyer, including such things as broker commissions, points, legal fees, personal financing, or other items of value.

F. "Guarantee Fund" means the funds collected by the provisions of Special Service Area Number _____ for the purpose of guaranteeing the property values of Members within the Special Service Area.

G. "Guaranteed Residence" means the Qualified Residence for which a Certificate of Participation has been issued and which is occupied continuously as the place of legal residence by the Member or Family Member and described in the Certificate of Participation, and entitled to coverage under this Act.

H. "Guaranteed Value" means the appraised valuation based upon a standard of current fair market value on the Qualified Residence as determined by a Program Appraiser pursuant to accepted professional appraisal standards and which is authorized by the Governing Commission for the Registration Date. The Guaranteed Value shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

I. "Member" means a natural person who owns and occupies a Guaranteed Residence in Special Service Area Number ____, which is his or her principal legal residence or is occupied continuously as a principal legal residence by a Family Member, who has applied for and been accepted as a member of Program as indicated by a Certificate of Participation.

J. "Offer or Bona Fide Offer" means an offer made in good faith and for a valuable consideration to purchase a Qualified Residence.

K. "Owner" means a natural person who is the titleholder or beneficiary of a trust which is the legal titleholder.

L. "Physical Perils" means physical occurrences such as, but not limited to, fire, windstorm, hail, water damage, nuclear explosion or seepage, war, insurrection, water damage, wear and tear, cracking, settling, vermin, rodents, vandalism, pollution, or contamination, and all such related occurrences or acts of God.

M. "Program" means the Guaranteed Home Equity Program.

N. "Program Appraisal" means a real estate appraisal conducted by a Program Appraiser for the purpose of establishing the Guaranteed Value of a Qualified Residence under the Program and providing a general description of the condition of the Qualified Residence. The Program Appraisal shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

O. "Program Appraiser" means a real estate appraiser who meets the professional standards established by the American Institute of Real Estate Appraisers (A.I.R.E.A.) or the American Society of Appraisers (A.S.A.) and who is approved by the Governing Commission to conduct Program Appraisals under the provisions of this Program.

P. "Program Guidelines" means those policies, rules, regulations and by-laws established from time to time by the Governing Commission to explain, clarify, or modify the Program in order to fulfill its goals and objectives.

Q. "Qualified Residence" means a building: 1) located in Special Service Area Number ____ having at least one, but not more than six dwelling units; 2) classified by county ordinance as residential and assessed for property tax purposes; 3) principally and continuously occupied by a Member or Family Member having at least one dwelling unit contained therein as the principal legal residence of such Member or Family Member.

R. "Registration Date" means the date of receipt of a completed application for participation and Registration Fee from a Qualified Applicant by the Governing Commission.

S. "Registration Fee" means the fee which is established from time to time by the Governing Commission to defray the cost of a Program Appraisal on a Qualified Residence.

Section IV.

Guaranteed Home Equity Governing Commission.

A. There is hereby created a Guaranteed Home Equity Governing Commission (hereafter referred to as Governing Commission) whose role will be to administer the Guaranteed Home Equity Program (hereafter referred to as the Program). The specific duties and functions of the Governing Commission in policy and administration shall include the following:

1. To conduct the day-to-day operation of the Program, including but not limited to the administration of homeowner applications for participation in the Program and homeowner claims against the Guaranteed Home Equity Fund (hereafter referred to as the Guarantee Fund).

2. To establish policies, rules, regulations, by-laws and procedures for both the Governing Commission and the Program. No policies, rules, regulations, or by-laws shall be adopted by the Governing Commission without prior notice to residents of Special Service Area ____ and an opportunity for such residents to be heard.

3. To provide annual status reports on the Program to the Mayor and City Council, and to recommend to the Mayor and City Council that the Program be extended, terminated, or extended subject to modifications of the Program.

4. To establish Guaranteed Value standards which are directly linked to the Program Appraisal, to approve Guaranteed Values, to establish requirements for Program Appraisers consistent with Section III, subparagraph (N) and to designate Program Appraisers.

5. To manage, administer and invest the Guarantee Fund established herein pursuant to the terms of this Program.

6. To dispose of real property as required under this Program and to liquidate acquired assets to maintain the Guarantee Fund.

7. To participate in arbitration required under this Program, and to subpoena all necessary persons, parties or documents required to proceed with such arbitration proceedings.

8. To employ necessary personnel, acquire necessary office space, enter contractual relationships and disburse funds as the Governing Commission sees fit by means of revenue contained in the Guarantee Fund.

9. To advise the Mayor and the City Council as to whether Guaranteed Home Equity Programs should be established in other Chicago neighborhoods.

10. To perform such other functions in connection with the Program and the Guarantee Fund as required under this ordinance.

B. The Governing Commission shall consist of nine individuals, nominated by established Community Organizations within Special Service Area Number _____, appointed by the Mayor, and approved by the City Council. A Community Organization may recommend up to 20 individuals to serve on the Governing Commission. At least five of the members of the Governing Commission holding office at any given time must reside within Special Service Area _____. The initial terms shall be as follows:

3 members whose term shall expire (in one year)

3 members whose term shall expire (in two years)

3 members whose term shall expire (in three years)

All succeeding terms shall be for three years, and no member shall serve more than two consecutive terms. Governing Commission members shall serve without compensation except for reimbursement for reasonable expenses incurred in the performance of their duties hereunder.

C. All proceedings and meetings of the Governing Commission shall be conducted in accordance with the provisions of "An act in relation to meetings", as now or hereafter amended. (Ill. Rev. Stat. 1985, Ch. 102, Par. 41 et seq.)

Section V.

Eligibility.

Those persons eligible to apply for membership in the Program shall be limited to Owner occupants or Owners having Family Members as occupants of Qualified Residences in Special Service Area Number _____.

Section VI.

Application Procedures.

A. Eligible persons shall apply to the Program by submitting a Registration Fee as determined by the Governing Commission. Prior to accepting a Registration Fee, the Governing Commission shall inform the applicant of the rights, duties and obligations of both the Member and the Governing Commission under the Program. Upon receipt of the Registration Fee, the Qualified Residence of the applicant shall be appraised by a Program Appraiser to determine the Guaranteed Value of the residence.

B. At its option, the Governing Commission may require that a second Program Appraisal be conducted on the Qualified Residence, at the expense of the Governing Commission, if it determines that the first Program Appraisal is incomplete, inadequate, or inaccurate.

C. A Certificate Of Participation shall then be issued to the Eligible Applicant certifying membership in the Program and detailing the Guaranteed Value, the Registration Date, the address and description of the Guaranteed Residence, and a description of the guarantee conditions and exclusions of the Program, to which an authorized Program Appraisal is attached.

Section VII.

*Guarantee Provided By The
Guaranteed Home Equity Plan.*

Members or their estates which are participating in this Program pursuant to Section VI shall be paid 100% of the difference between the Guaranteed Value as determined by this Program and the Gross Selling Value determined in Paragraph VIII below if the Guaranteed Value is higher than the Gross Selling Value. Guarantees provided by the Program shall only apply to sales made five years or more after date of issuance of the Certificate of Participation and shall be provided subject to all of the terms, conditions and stipulations of this Program. Guarantees provided by the Program shall, in addition, extend only to those who qualify as Members at the time of their application, or to the estates of Members provided that the Member's estate applies within two years of the Member's decease.

*Section VIII.**Procedures For Obtaining Benefits.*

A. In order to be eligible for payment under the Program, a Member must follow the procedures set forth in this Section and the Program Guidelines issued by the Governing Commission.

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the Member agrees not to enter into a contract with a real estate broker or agent to list the Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after a Member files such notice. The Governing Commission's failure to comply with this deadline shall not prejudice the Member's eligibility or rights under the Program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's Registration Date.

C. A Member is required to list the Guaranteed Residence according to Program Guidelines, including employing complete and proper methods for listing residential property, listing the Guaranteed Residence at a price which reasonably can be expected to attract buyers, and providing reasonable access for potential buyers to see the Guaranteed Residence.

D. After receiving such counselling, a Member may list the Guaranteed Residence in accordance with Program Guidelines with a real estate broker of the Member's choice, but for no longer than ninety (90) days following the date on which the Member received counselling.

E. Upon receipt of a "Notice of Intent to Sell", the Governing Commission has the right to have the Guaranteed Residence inspected by a Program Appraiser within 60 days at the Governing Commission's expense in order to determine if the Guaranteed Residence is in substantially the same condition as described by the Program Appraisal attached to the Certificate Of Participation. If the Guaranteed Residence fails to meet this standard, the following procedures must be followed:

- i. The Program Appraiser will determine the percentage depreciation of the Guaranteed Residence due to failure to maintain the premises.

ii. This percentage figure shall be multiplied by the Guaranteed Value to determine the dollar depreciation due to failure to maintain the premises.

iii. This dollar depreciation shall be subtracted from the Guaranteed Value to derive a lower Guaranteed Value to be used for the purpose of determining the amount of payment afforded under this Program.

F. A Member must make the Guaranteed Residence available to a Program Appraiser within a reasonable time within this 60 day period after receipt of actual notice from the Governing Commission that an inspection under Paragraph E is required or said Member's coverage under the Program shall be null, void and of no further effect, and the Member's Registration Fee shall be forfeited.

G. Ninety days after receiving counselling from the Governing Commission, a Member is eligible to file a "Notice of Intent to Claim" with the Governing Commission, in accordance with guidelines established by the Governing Commission, attesting to the fact that the Member has followed Program Guidelines in listing the Guaranteed Residence, that the Member is unable to obtain an offer for purchase of the Guaranteed Residence for at least its Guaranteed Value, and that the Member intends to file a claim against the Program. Such notice must include verifiable evidence of placement of the Guaranteed Residence on the market, the dates such placement took place, and must list all reasonable offers to buy the property. Verifiable evidence may include a copy of advertisements for sale, a contract with a licensed real estate broker, or other evidence found satisfactory to a majority of the Governing Commission.

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission has 60 days during which time it may require the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable with a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.

I. During this 60 day period, the Member must forward to the Governing Commission all offers of purchase. If the Member receives an offer of purchase, which can reasonably be expected to be consummated if accepted and whose Gross Selling Value is greater than the Guaranteed Value of the Guaranteed Residence, no benefits may be claimed. With respect to any offer to purchase at a Gross Selling Value that is less than the Guaranteed Value, as determined by Paragraph E of this section, the Member shall file such offer with the Governing Commission by either personal delivery or registered mail. The Governing Commission shall within three (3) working days from its receipt of such offer(s) either:

1. Approve the offer for purchase--whereupon the Governing Commission shall authorize the payment of the amount afforded by Section VII of this ordinance upon receipt of verifiable evidence of the sale of the Guaranteed Residence subject to the following conditions:

a. Sales involving eminent domain shall be covered as set forth in Paragraph M.

b. Sales subsequent to an insured property and casualty loss shall be guaranteed for the Guaranteed Value as determined according to Paragraph E.

c. Contract sales shall be guaranteed as determined by the Guaranteed Value in Paragraph E, but proceeds payable from the Program shall be disbursed in equal annual installments over the life of the contract.

2. Reject the offer--whereupon the Member shall continue showing the Guaranteed Residence to prospective purchasers until the termination of the 60 day period, Or

3. Exercise the Governing Commission's (or its agent's) Option To Purchase The Guaranteed Residence at the offered purchase price, whereupon the Governing Commission shall authorize the amount of payment afforded by Section VI of this ordinance.

The Governing Commission's failure to act upon an offer within three (3) working days shall be deemed to be a rejection of the offer.

J. No guarantee is afforded under this Program until 60 days after a Member files a "Notice of Intent to Claim". Furthermore, the Governing Commission shall be required to make payments to a Member only upon receipt of verifiable evidence of the actual sale of the Guaranteed Residence in accordance with the terms agreed upon between the Member and the Governing Commission at the time the Governing Commission authorized payment. If a Member rejects an offer for purchase which has been submitted to and approved by the Governing Commission, the Governing Commission shall not be liable for any future guarantee payment larger than authorized for this proposed sale.

K. If a Member fully complies with Program Guidelines but does not receive any additional good faith offer to purchase the Guaranteed Residence within this 60 day period after filing "Notice of Intent to Claim", or if the Governing Commission does not approve a good faith offer within this 60 day period, the Governing Commission or its assigns must within 60 days either:

1. Purchase the Guaranteed Residence for the Guaranteed Value, in which case the Member shall convey an unencumbered warranted deed to the Governing Commission or its assigns; or

2. Arrange for the purchase of the Guaranteed Residence and pay the Member the difference between the Gross Selling Value and the Guaranteed Value, if the Gross Selling Value is less than the Guaranteed Value.

L. Payments under the Program as provided in Section VI of this ordinance shall not be made until the sale of the Guaranteed Residence has closed and title has passed.

M. Where a Guaranteed Residence is to be acquired by use of eminent domain, the following procedures shall apply:

1. If the Member rejects an offer from the condemning body equal to or greater than the Guaranteed Value, there shall be no protection provided under the Program.

2. If the condemning body offers less than the Guaranteed Value, the Governing Commission may either:

a. Offer to pay 100% of the difference between the Guaranteed Value and the offering price if the Member agrees to sell at the offered price, and in no event shall the Member receive from the Program any payment in excess of the Program payment provided for in this subsection (a).

b. Advise the Member that the offer is inadequate and should be refused. If the Member under these circumstances desires to accept the offer, then the property shall be acquired from the Member by the Governing Commission at the offered price plus 100% of the difference between the offered price and the appraised value. If the Member refuses the offer pursuant to this subsection (b) and the final court determination of the value of the property is less than the Guaranteed Value, then the Governing Commission shall pay 100% of the difference between the judgment and the Guaranteed Value.

Section IX.

Other Conditions.

Members shall otherwise agree to abide by all conditions, stipulations and provisions of the Program and shall not be eligible for protection hereby unless all such conditions, stipulations and provisions have been met. Any Member failing to abide by the conditions, stipulations and provisions of this Program shall forfeit the Registration Fee.

Section X.

Exclusions.

A. Diminution of value due to the occurrence of Physical Perils shall not be afforded protection by the Program.

B. Depreciation due to failure to maintain the Guaranteed Residence in good repair shall not be protected. This exclusion is reflected in the adjustment procedure of Section VIII E, whereby a new, lower Guaranteed Value is derived reflecting this type of depreciation.

C. No protection shall be provided by the Program for any Member who knowingly affirms falsely to any matter or thing required to be affirmed by the terms of the Program or engages in fraud, misrepresentation or concealment in any process involving this Program, and the Governing Commission shall negate all protection provided that Member by this Program.

Section XI.

*Methods For Establishing A New Guaranteed Value
And Registration Date.*

A. A Member has the option of applying for a new Program Appraisal by a Program Appraiser which will then establish a new Certificate Of Participation with a new Registration Date. The Governing Commission may exercise the right to require a second Program Appraisal in accordance with the provisions detailed in Section VI. This new Guaranteed Value shall be subject to the following conditions:

1. A new Guaranteed Value established solely for the purpose of determining a property's increased value due to inflation shall not commence until five years have elapsed from the new Guaranteed Value Date.

2. A new Guaranteed Value determining increased valuations due to home improvements shall be accepted, provided that the value of said home improvements exceeds a total of \$5,000.

3. A Member may initiate a claim against the Program based upon the new Guaranteed Value beginning five years from the new Registration Date. Until this time, coverage based on the original Certificate Of Participation shall apply.

4. All former Guaranteed Values shall remain in full force and shall be unaffected in any way by these new Guaranteed Values until such time as coverage for the new appraisal commences under the terms of subsection 2 above.

5. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is due to substantial property improvements on the Guaranteed Residence, then the application fee for the appraisal will be one half of the Registration Fee then being charged by the Governing Commission.

6. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is not due to substantial property improvements, the application fee for the new appraisal shall be the amount of the Registration Fee then being charged by the Governing Commission.

7. The new Guaranteed Value shall be subject to all of the conditions, stipulations and provisions of this ordinance.

B. The Member will be issued a new Certificate Of Participation which will state the new Guaranteed Value and Registration Date.

C. Requests for a new Certification Of Participation with a new Guaranteed Value and Registration Date will be initiated by a Member no more than once within any twelve (12) month period.

Section XII.

Arbitration Procedure.

If a Member or applicant disagrees with the Guaranteed Value, or dollar depreciation due to failure to maintain the premises, or extent of Physical Perils determined by the Program Appraiser and approved by the Governing Commission, a Member may appeal in writing to the Governing Commission within 30 days after the date on which said Guaranteed Value was approved by the Governing Commission. The Governing Commission must respond in writing to the Member's appeal within 30 days after receipt of the written appeal.

If the Member still disagrees with the Governing Commission, the Member may submit a written request for arbitration to the Governing Commission within 30 days after receiving a written response from the Governing Commission.

All such requests for arbitration shall be settled in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association (A.A.A.) and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The determination from this arbitration procedure shall be final and binding.

Section XIII.

Creation And Maintenance Of The Guarantee Fund.

A. There is hereby created a Guarantee Fund for the purpose of paying the costs of administering the Program and extending protection to Members pursuant to the terms of Section VII of this ordinance.

B. The Guarantee Fund shall be raised by means of an annual tax levied on all property within the Special Service Area Number _____ classified by county ordinance as residential and assessed for property tax purposes.

C. The annual fee shall be adjusted at the end of the first year, in accordance with the cost formula provided in the "Report of the Guaranteed Home Equity Project" (pp. 106--124), to reflect the actual rate of participation in the Program (% of all taxed properties which are Guaranteed Residences) and to include costs for administering the Program.

D. The moneys deposited in the Guarantee Fund shall, as nearly as practicable, be fully and continuously invested or reinvested by the Governing Commission in Investment Obligations which shall be in such amounts and shall mature at such times so that the maturity or date of redemption at the option of the holder of such Investment Obligations shall coincide, as nearly as practicable with the times at which monies will be required for the purposes provided within, in municipal, state or federal bonds. "Investment Obligation" shall mean direct general obligation of or obligations the payment of principal of and interest on which are unconditionally guaranteed by the governing body issuing them which at the time are legal investments under the laws of the State of Illinois for moneys held hereunder then proposed to be invested therein.

E. The Guarantee Fund shall be used solely and exclusively for the purpose of providing guarantees to Members of the Guaranteed Home Equity Program who reside in Special Service Area ____, and for reasonable salaries, expenses, bills, and fees incurred in administering the Guaranteed Home Equity Program in accordance with Program Guidelines, and shall be used for no other purpose.

F. The Guarantee Fund shall be maintained, invested, and expended exclusively by the Governing Commission. Under no circumstance shall the Guarantee Fund be used by any persons, governmental body, public or private agency or concern, or by any other person, party, or entity other than the Governing Commission. Under no circumstance shall the Guarantee Fund be commingled with other funds or investments.

G. An independent audit of the Guarantee Fund and the management of the Program shall be conducted annually and a summary of the audit made available to the public through a local office within the S.S.A. or a public facility such as a local public library.

H. After the termination of the Program, the Governing Commission shall refund the remaining balance of the Guarantee Fund, if any, after all potential liabilities have been satisfied, to the then current property taxpayers of all residential property assessed within Special Service Area Number ____ in an equitable manner proportionate to the manner in which the Guarantee Fund was raised from these same properties.

Section XIV.

Termination Of The Program.

A. The Program shall terminate only by action of the City Council repealing this ordinance.

B. The Governing Commission shall provide annual reports to the Mayor and City Council as to the status of the Program, and every five years shall submit to the Mayor and City Council recommendations as to whether the Program should be continued, extended subject to modifications, or terminated.

Section XV.

*Suspension Of Coverage As A Result Of Economic Crisis
Or Housing Market Recession.*

The Program provides a guarantee only against specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions as they may affect local housing conditions. The Program does not guarantee against a decline in the value of housing due to economic forces such as a national, regional, or municipal depression or recession. In the event of a general decline in the value of housing in the municipal, regional, or national housing market areas, the Governing Commission reserves the right to temporarily suspend coverage under the Program in order to protect the fiscal integrity of the Guarantee Fund. For the purposes of the Program, a housing recession is defined as a 5% annual decline in the median value of existing houses in any 12 month period for the Midwest Region or the City of Chicago, according to statistics published by the National Association of Realtors.

Section XVI.

Bankruptcy Of The Guarantee Fund.

If the Guarantee Fund becomes depleted and payments of guarantees under the Program cannot be paid in a timely fashion as required by the Program Guidelines, the Governing Commission may:

1. Temporarily suspend the registration of new Members until such time as the Guarantee Fund is sufficiently restored through the continued collection of annual Special Service Area taxes.
2. Raise the annual tax levy within the limits set forth in this ordinance and in the Program Guidelines and in accordance with the provisions of Illinois state law pertaining to Special Service Areas to restore the solvency of the Guarantee Fund.
3. Borrow funds to meet Program obligations which shall be repaid through the continued collection of annual Special Service Area taxes.
4. Issue bonds, in accordance with procedures contained in Illinois law pertaining to Special Service Areas, for the purpose of securing funds to pay Program obligations. These bonds shall be retired by the levy of taxes in addition to the taxes specified in Section XIII against all property within Special Service Area Number _____ classified by county ordinance as residential and assessed for property tax purposes.

Under no circumstances shall the indebtedness or obligation of the Program or the Governing Commission become an indebtedness or obligation of either the State of Illinois or the City of Chicago.

Section XVII.

Immunity And Indemnification.

A. No individual member of the Guaranteed Home Equity Governing Commission, nor any officer, or employee, whether on salary, wage, or on a voluntary basis, shall be personally liable, and no cause of action may be brought for damages resulting from the exercise of judgement or discretion in connection with the performance of Program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

B. The Governing Commission shall indemnify each individual member of the Governing Commission, and each officer, and each employee, whether on salary, wage, or on a voluntary basis, out of Program funds, against any and all losses, damages, judgements, interest, settlements, fines, court costs, or other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such individual in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of Program duties. Any settlements of any claim must be made with prior approval of the Governing Commission in order for indemnification to be available under this section.

C. The immunity and indemnification provided by this section shall not be available to any individual for any acts or omissions which involve willful or wanton conduct, breach of good faith, intentional misconduct, knowing violation of the law, or for a transaction from which such individual derives an improper personal benefit.

Section XVIII.

Suits.

No suit brought under the terms of this ordinance shall be sustainable in a court of law or equity unless all conditions, stipulations and provisions of this Program have been complied with, and unless the suit is brought within twelve months after the event of the subject of litigation.

Section XIX.

Other Programs Or Insurance.

If insurance or payment is available to provide protection similar to that provided by this Program, the Governing Commission shall not be liable for a greater proportion of the loss than the amount provided by this Program bears to the total amount available from all sources.

Section XX.

Penalty.

Any person violating the provisions of this ordinance shall in addition to other remedies provided by law be fined not to exceed \$1,000.00 for each offense.

**AREA GENERALLY BOUNDED BY WEST ADDISON STREET,
NORTH CENTRAL AVENUE, WEST IRVING PARK ROAD
AND NORTH PULASKI ROAD.**

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

SECTION 1. A public hearing shall be held by the Chicago City Council on a date to be announced, at a neighborhood location to be announced in Chicago, Illinois, to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area Number _____ in the City of Chicago within the territory described in the Notice set forth in Section 3 hereof, sufficient to produce the revenues required to establish a Guaranteed Home Equity Program therein. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

SECTION 2. The ordinance creating the Special Service Area Number _____ for the purpose of establishing a Guaranteed Home Equity Program is set forth below in an appendix.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once not less than 15 days prior to the public hearing in the *Chicago Sun-Times*, a newspaper published in the City of Chicago. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding

year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be substantially in the following form:

Notice Of Hearing.

City Of Chicago Special Service Area Number _____.

Notice is hereby given that on the (date to be determined), at (time to be determined) at (neighborhood location to be determined) a hearing will be held by the City Council of the City of Chicago to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes within Special Service Area Number _____ consisting of the territory within a line beginning at the intersection of Addison Street and the Chicago Milwaukee St. Paul & Pacific Railway tracks (near Neenah Avenue); continuing East along the South side of Addison Street to the East side of Central Avenue; continuing North on the East side of Central Avenue to the South side of Irving Park Road; continuing East on the South side of Irving Park Road to the West side of the Chicago & Northwestern Railway tracks (along Kenton Avenue); continuing South along the West side of the Chicago & Northwestern Railway tracks to the South side of Belmont Avenue; continuing East on the South side of Belmont Avenue to the East side of Pulaski Road; continuing North on the East side of Pulaski Road to the South side of Addison Street; continuing East on the South side of Addison Street to the West side of the Kennedy Expressway; continuing Southeast along the West side of the Kennedy Expressway to the West side of Kimball Avenue; continuing South on the West side of Kimball Avenue to the North side of Diversey Avenue; continuing West on the North side of Diversey Avenue to the West side of Pulaski Road; continuing South on the West side of Pulaski Road to the North side of Fullerton Avenue; continuing West on the North side of Fullerton Avenue to the West side of the Chicago & Northwestern Railway tracks (along Kenton Avenue); continuing South on the West side of the Chicago & Northwestern Railway tracks to the North side of the Chicago Milwaukee St. Paul & Pacific Railway tracks (South of Armitage Avenue); continuing West along the North side of the Chicago Milwaukee St. Paul & Pacific Railway tracks to the West side of Narragansett Avenue; continuing South along the West side of Narragansett Avenue to the North side of North Avenue; continuing West along the North side of North Avenue to the East side of Harlem Avenue; continuing North along the East side of Harlem Avenue to the South side of Belmont Avenue; continuing East along the South side of Belmont Avenue to the East side of the Chicago Milwaukee St. Paul & Pacific Railway tracks; continuing North along the East side of the Chicago Milwaukee St. Paul & Pacific Railway tracks to the South side of Addison Street (which is the intersection of the Chicago Milwaukee St. Paul & Pacific Railway tracks and Addison Street), excepting all non-residential, commercial and industrial properties within the boundaries set forth herein. An accurate map of said territory is available for public inspection.

The purpose of the formation of City of Chicago Special Service Area Number _____, in general, is to guarantee that the value of a participating residential property owner will not fall below its market value established at the time the property owner

registers in the program, provided the property owner remains in the program for at least five years, keeps the property well maintained, continuously occupies the property as the owner's principal place of residence and otherwise adheres to the guidelines and procedures of the program.

At the hearing there will be considered a special tax to be levied against all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area for the provision of special services in the service area. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

All interested persons affected by the formation of City of Chicago Special Service Area Number _____, including all persons owning real estate or taxable property located within said area, will be given an opportunity to be heard regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area. Also, any such person may file with the City Clerk written objections to any issue embodied in this notice. The hearing may be adjourned by the City Council to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within 30 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy or imposition of the annual tax, no such area may be created, or tax may be levied or imposed.

Dated this (date to be determined),

City Clerk.

SECTION 4. This ordinance shall become effective immediately upon the passage thereof.

Appendix attached to this ordinance reads as follows:

Appendix.

Substitute Ordinance To Create Special Service Area

Number _____ And Establish A

"Guaranteed Home Equity Program".

Section I.

Creation Of Guaranteed Home Equity Program;

Designation Of Special Service Area.

There is hereby created a Guaranteed Home Equity Program on the terms and conditions set forth in this ordinance with area designated as follows, to be known hereafter as Special Service Area Number _____:

Section II.

Purpose Of The Guaranteed Home Equity Program.

The purpose of the Program is to guarantee that the value of a Member's property will not fall below its fair market value established at the time the Member registers in the Program, provided the Member remains in the Program for at least five years, keeps the property well maintained, continuously occupies the property as the Member's principal place of residence, and adheres to guidelines and procedures established by the Program. By providing such a guarantee, the Program is intended to provide relief only from specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions, nor does it provide relief from local adverse conditions caused by Physical Perils such as natural disasters or acts of God, or depreciation due to failure to maintain a Guaranteed Residence, as detailed in Section X on Exclusions. Furthermore, the Program does not provide, serve as, or replace homeowner's insurance or other conventional forms of insurance.

Section III.

Definitions.

The following words and phrases are defined as follows for the purposes of this ordinance:

A. "Certificate of Participation" means the duly notarized document of membership in the Program, signed by the Qualified Applicant and an authorized representative of the Governing Commission, which specifies the location and description of the Guaranteed Residence, its Guaranteed Value, the Registration Date, and has attached a Program Appraisal for the Guaranteed Residence.

B. "Community Organization" means a not-for-profit organization which has been registered with the State of Illinois for at least five years as a not-for-profit organization, which qualifies for not-for-profit status under the Internal Revenue Code 501(c)(3) or 501(c)(4), which continuously maintains an office or business located within Special Service Area Number _____ together with a current listed telephone number, and whose members reside within Special Service Area Number _____.

C. "Eligible Applicant" means a natural owner of a Qualified Residence within Special Service Area Number _____ who continuously occupies or has Family Members who occupy such Qualified Residence as a principal place of residence.

D. "Family Member" means a spouse, children, step-children, parents, grandparents, parents of a spouse, brothers, or sisters of the Member. Family member also means brothers or sisters of a spouse of the Member.

E. "Gross Selling Value" means the dollar amount of purchase of a Guaranteed Residence and shall include any amount that the Member agrees to assume on behalf of a buyer or prospective buyer, including such things as broker commissions, points, legal fees, personal financing, or other items of value.

F. "Guarantee Fund" means the funds collected by the provisions of Special Service Area Number _____ for the purpose of guaranteeing the property values of Members within the Special Service Area.

G. "Guaranteed Residence" means the Qualified Residence for which a Certificate Of Participation has been issued and which is occupied continuously as the place of legal residence by the Member or Family Member and described in the Certificate Of Participation, and entitled to coverage under this Act.

H. "Guaranteed Value" means the appraised valuation based upon a standard of current fair market value on the Qualified Residence as determined by a Program Appraiser pursuant to accepted professional appraisal standards and which is authorized by the Governing Commission for the Registration Date. The Guaranteed Value shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

I. "Member" means a natural person who owns and occupies a Guaranteed Residence in Special Service Area Number _____, which is his or her principal legal residence or is occupied continuously as a principal legal residence by a Family Member, who has applied for and been accepted as a member of Program as indicated by a Certificate Of Participation.

J. "Offer or Bona Fide Offer" means an offer made in good faith and for a valuable consideration to purchase a Qualified Residence.

K. "Owner" means a natural person who is the titleholder or beneficiary of a trust which is the legal titleholder.

L. "Physical Perils" means physical occurrences such as, but not limited to, fire, windstorm, hail, water damage, nuclear explosion or seepage, war, insurrection, water damage, wear and tear, cracking, settling, vermin, rodents, vandalism, pollution, or contamination, and all such related occurrences or acts of God.

M. "Program" means the Guaranteed Home Equity Program.

N. "Program Appraisal" means a real estate appraisal conducted by a Program Appraiser for the purpose of establishing the Guaranteed Value of a Qualified Residence under the Program and providing a general description of the condition of the Qualified Residence. The Program Appraisal shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

O. "Program Appraiser" means a real estate appraiser who meets the professional standards established by the American Institute of Real Estate Appraisers (A.I.R.E.A.) or the American Society of Appraisers (A.S.A.) and who is approved by the Governing Commission to conduct Program Appraisals under the provisions of this Program.

P. "Program Guidelines" means those policies, rules, regulations and by-laws established from time to time by the Governing Commission to explain, clarify, or modify the Program in order to fulfill its goals and objectives.

Q. "Qualified Residence" means a building: 1) located in Special Service Area Number ____ having at least one, but not more than six dwelling units; 2) classified by county ordinance as residential and assessed for property tax purposes; 3) principally and continuously occupied by a Member or Family Member having at least one dwelling unit contained therein as the principal legal residence of such Member or Family Member.

R. "Registration Date" means the date of receipt of a completed application for participation and Registration Fee from a Qualified Applicant by the Governing Commission.

S. "Registration Fee" means the fee which is established from time to time by the Governing Commission to defray the cost of a Program Appraisal on a Qualified Residence.

Section IV.

Guaranteed Home Equity Governing Commission.

A. There is hereby created a Guaranteed Home Equity Governing Commission (hereafter referred to as Governing Commission) whose role will be to administer the Guaranteed Home Equity Program (hereafter referred to as the Program). The specific duties and functions of the Governing Commission in policy and administration shall include the following:

1. To conduct the day-to-day operation of the Program, including but not limited to the administration of homeowner applications for participation in the Program and homeowner claims against the Guaranteed Home Equity Fund (hereafter referred to as the Guarantee Fund).

2. To establish policies, rules, regulations, by-laws and procedures for both the Governing Commission and the Program. No policies, rules, regulations, or by-laws shall be adopted by the Governing Commission without prior notice to residents of Special Service Area ____ and an opportunity for such residents to be heard.

3. To provide annual status reports on the Program to the Mayor and City Council, and to recommend to the Mayor and City Council that the Program be extended, terminated, or extended subject to modifications of the Program.

4. To establish Guaranteed Value standards which are directly linked to the Program Appraisal, to approve Guaranteed Values, to establish requirements for Program Appraisers consistent with Section III, subparagraph (N) and to designate Program Appraisers.

5. To manage, administer and invest the Guarantee Fund established herein pursuant to the terms of this Program.

6. To dispose of real property as required under this Program and to liquidate acquired assets to maintain the Guarantee Fund.

7. To participate in arbitration required under this Program, and to subpoena all necessary persons, parties or documents required to proceed with such arbitration proceedings.

8. To employ necessary personnel, acquire necessary office space, enter contractual relationships and disburse funds as the Governing Commission sees fit by means of revenue contained in the Guarantee Fund.

9. To advise the Mayor and the City Council as to whether Guaranteed Home Equity Programs should be established in other Chicago neighborhoods.

10. To perform such other functions in connection with the Program and the Guarantee Fund as required under this ordinance.

B. The Governing Commission shall consist of nine individuals, nominated by established Community Organizations within Special Service Area Number ____, appointed by the Mayor, and approved by the City Council. A Community Organization may recommend up to 20 individuals to serve on the Governing Commission. At least five

of the members of the Governing Commission holding office at any given time must reside within Special Service Area _____. The initial terms shall be as follows:

3 members whose term shall expire (in one year)

3 members whose term shall expire (in two years)

3 members whose term shall expire (in three years)

All succeeding terms shall be for three years, and no member shall serve more than two consecutive terms. Governing Commission members shall serve without compensation except for reimbursement for reasonable expenses incurred in the performance of their duties hereunder.

C. All proceedings and meetings of the Governing Commission shall be conducted in accordance with the provisions of "An act in relation to meetings", as now or hereafter amended. (Ill. Rev. Stat. 1985, Ch. 102, Par. 41 et seq.)

Section V.

Eligibility.

Those persons eligible to apply for membership in the Program shall be limited to Owner occupants or Owners having Family Members as occupants of Qualified Residences in Special Service Area Number _____.

Section VI.

Application Procedures.

A. Eligible persons shall apply to the Program by submitting a Registration Fee as determined by the Governing Commission. Prior to accepting a Registration Fee, the Governing Commission shall inform the applicant of the rights, duties and obligations of both the Member and the Governing Commission under the Program. Upon receipt of the Registration Fee, the Qualified Residence of the applicant shall be appraised by a Program Appraiser to determine the Guaranteed Value of the residence.

B. At its option, the Governing Commission may require that a second Program Appraisal be conducted on the Qualified Residence, at the expense of the Governing Commission, if it determines that the first Program Appraisal is incomplete, inadequate, or inaccurate.

C. A Certificate Of Participation shall then be issued to the Eligible Applicant certifying membership in the Program and detailing the Guaranteed Value, the Registration Date, the address and description of the Guaranteed Residence, and a description of the guarantee conditions and exclusions of the Program, to which an authorized Program Appraisal is attached.

Section VII.

*Guarantee Provided By The
Guaranteed Home Equity Plan.*

Members or their estates which are participating in this Program pursuant to Section VI shall be paid 100% of the difference between the Guaranteed Value as determined by this Program and the Gross Selling Value determined in Paragraph VIII below if the Guaranteed Value is higher than the Gross Selling Value. Guarantees provided by the Program shall only apply to sales made five years or more after date of issuance of the Certificate Of Participation and shall be provided subject to all of the terms, conditions and stipulations of this Program. Guarantees provided by the Program shall, in addition, extend only to those who qualify as Members at the time of their application, or to the estates of Members provided that the Member's estate applies within two years of the Member's decease.

Section VIII.

Procedures For Obtaining Benefits.

A. In order to be eligible for payment under the Program, a Member must follow the procedures set forth in this section and the Program Guidelines issued by the Governing Commission.

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the Member agrees not to enter into a contract with a real estate broker or agent to list the Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after

a Member files such notice. The Governing Commission's failure to comply with this deadline shall not prejudice the Member's eligibility or rights under the Program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's Registration Date.

C. A Member is required to list the Guaranteed Residence according to Program Guidelines, including employing complete and proper methods for listing residential property, listing the Guaranteed Residence at a price which reasonably can be expected to attract buyers, and providing reasonable access for potential buyers to see the Guaranteed Residence.

D. After receiving such counselling, a Member may list the Guaranteed Residence in accordance with Program Guidelines with a real estate broker of the Member's choice, but for no longer than ninety (90) days following the date on which the Member received counselling.

E. Upon receipt of a "Notice of Intent to Sell", the Governing Commission has the right to have the Guaranteed Residence inspected by a Program Appraiser within 60 days at the Governing Commission's expense in order to determine if the Guaranteed Residence is in substantially the same condition as described by the Program Appraisal attached to the Certificate Of Participation. If the Guaranteed Residence fails to meet this standard, the following procedures must be followed:

i. The Program Appraiser will determine the percentage depreciation of the Guaranteed Residence due to failure to maintain the premises.

ii. This percentage figure shall be multiplied by the Guaranteed Value to determine the dollar depreciation due to failure to maintain the premises.

iii. This dollar depreciation shall be subtracted from the Guaranteed Value to derive a lower Guaranteed Value to be used for the purpose of determining the amount of payment afforded under this Program.

F. A Member must make the Guaranteed Residence available to a Program Appraiser within a reasonable time within this 60 day period after receipt of actual notice from the Governing Commission that an inspection under Paragraph E is required or said Member's coverage under the Program shall be null, void and of no further effect, and the Member's Registration Fee shall be forfeited.

G. Ninety days after receiving counselling from the Governing Commission, a Member is eligible to file a "Notice of Intent to Claim" with the Governing Commission, in accordance with guidelines established by the Governing Commission, attesting to the fact that the Member has followed Program Guidelines in listing the Guaranteed Residence, that the Member is unable to obtain an offer for purchase of the Guaranteed Residence for at least its Guaranteed Value, and that the Member intends to file a claim against the Program. Such notice must include verifiable evidence of placement of the Guaranteed Residence on the market, the dates such placement took place, and must list all reasonable offers to buy the property. Verifiable evidence may include a copy of advertisements for

sale, a contract with a licensed real estate broker, or other evidence found satisfactory to a majority of the Governing Commission.

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission has 60 days during which time it may require the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable with a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.

I. During this 60 day period, the Member must forward to the Governing Commission all offers of purchase. If the Member receives an offer of purchase, which can reasonably be expected to be consummated if accepted and whose Gross Selling Value is greater than the Guaranteed Value of the Guaranteed Residence, no benefits may be claimed. With respect to any offer to purchase at a Gross Selling Value that is less than the Guaranteed Value, as determined by Paragraph E of this section, the Member shall file such offer with the Governing Commission by either personal delivery or registered mail. The Governing Commission shall within three (3) working days from its receipt of such offer(s) either:

1. Approve the offer for purchase--whereupon the Governing Commission shall authorize the payment of the amount afforded by Section VII of this ordinance upon receipt of verifiable evidence of the sale of the Guaranteed Residence subject to the following conditions:

- a. Sales involving eminent domain shall be covered as set forth in Paragraph M.

- b. Sales subsequent to an insured property and casualty loss shall be guaranteed for the Guaranteed Value as determined according to Paragraph E.

- c. Contract sales shall be guaranteed as determined by the Guaranteed Value in Paragraph E, but proceeds payable from the Program shall be disbursed in equal annual installments over the life of the contract.

2. Reject the offer--whereupon the Member shall continue showing the Guaranteed Residence to prospective purchasers until the termination of the 60 day period, Or

3. Exercise the Governing Commission's (or its agent's) Option To Purchase The Guaranteed Residence at the offered purchase price, whereupon the Governing Commission shall authorize the amount of payment afforded by Section VI of this ordinance.

The Governing Commission's failure to act upon an offer within three (3) working days shall be deemed to be a rejection of the offer.

J. No guarantee is afforded under this Program until 60 days after a Member files a "Notice of Intent to Claim". Furthermore, the Governing Commission shall be required to make payments to a Member only upon receipt of verifiable evidence of the actual sale of the Guaranteed Residence in accordance with the terms agreed upon between the Member and the Governing Commission at the time the Governing Commission authorized payment. If a Member rejects an offer for purchase which has been submitted to and

approved by the Governing Commission, the Governing Commission shall not be liable for any future guarantee payment larger than authorized for this proposed sale.

K. If a Member fully complies with Program Guidelines but does not receive any additional good faith offer to purchase the Guaranteed Residence within this 60 day period after filing "Notice of Intent to Claim", or if the Governing Commission does not approve a good faith offer within this 60 day period, the Governing Commission or its assigns must within 60 days either:

1. Purchase the Guaranteed Residence for the Guaranteed Value, in which case the Member shall convey an unencumbered warranted deed to the Governing Commission or its assigns; or

2. Arrange for the purchase of the Guaranteed Residence and pay the Member the difference between the Gross Selling Value and the Guaranteed Value, if the Gross Selling Value is less than the Guaranteed Value.

L. Payments under the Program as provided in Section VI of this ordinance shall not be made until the sale of the Guaranteed Residence has closed and title has passed.

M. Where a Guaranteed Residence is to be acquired by use of eminent domain, the following procedures shall apply:

1. If the Member rejects an offer from the condemning body equal to or greater than the Guaranteed Value, there shall be no protection provided under the Program.

2. If the condemning body offers less than the Guaranteed Value, the Governing Commission may either:

- a. Offer to pay 100% of the difference between the Guaranteed Value and the offering price if the Member agrees to sell at the offered price, and in no event shall the Member receive from the Program any payment in excess of the Program payment provided for in this subsection (a).

- b. Advise the Member that the offer is inadequate and should be refused. If the Member under these circumstances desires to accept the offer, then the property shall be acquired from the Member by the Governing Commission at the offered price plus 100% of the difference between the offered price and the appraised value. If the Member refuses the offer pursuant to this subsection (b) and the final court determination of the value of the property is less than the Guaranteed Value, then the Governing Commission shall pay 100% of the difference between the judgment and the Guaranteed Value.

Section IX.

Other Conditions.

Members shall otherwise agree to abide by all conditions, stipulations and provisions of the Program and shall not be eligible for protection hereby unless all such conditions, stipulations and provisions have been met. Any Member failing to abide by the conditions, stipulations and provisions of this Program shall forfeit the Registration Fee.

Section X.

Exclusions.

A. Diminution of value due to the occurrence of Physical Perils shall not be afforded protection by the Program.

B. Depreciation due to failure to maintain the Guaranteed Residence in good repair shall not be protected. This exclusion is reflected in the adjustment procedure of Section VIII E, whereby a new, lower Guaranteed Value is derived reflecting this type of depreciation.

C. No protection shall be provided by the Program for any Member who knowingly affirms falsely to any matter or thing required to be affirmed by the terms of the Program or engages in fraud, misrepresentation or concealment in any process involving this Program, and the Governing Commission shall negate all protection provided that Member by this Program.

Section XI.

*Methods For Establishing A New Guaranteed Value
And Registration Date.*

A. A Member has the option of applying for a new Program Appraisal by a Program Appraiser which will then establish a new Certificate Of Participation with a new Registration Date. The Governing Commission may exercise the right to require a second Program Appraisal in accordance with the provisions detailed in Section VI. This new Guaranteed Value shall be subject to the following conditions:

1. A new Guaranteed Value established solely for the purpose of determining a property's increased value due to inflation shall not commence until five years have elapsed from the new Guaranteed Value Date.
2. A new Guaranteed Value determining increased valuations due to home improvements shall be accepted, provided that the value of said home improvements exceeds a total of \$5,000.

3. A Member may initiate a claim against the Program based upon the new Guaranteed Values beginning five years from the new Registration Date. Until this time, coverage based on the original Certificate Of Participation shall apply.

4. All former Guaranteed Values shall remain in full force and shall be unaffected in any way by these new Guaranteed Values until such time as coverage for the new appraisal commences under the terms of subsection 2 above.

5. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is due to substantial property improvements on the Guaranteed Residence, then the application fee for the appraisal will be one half of the Registration Fee then being charged by the Governing Commission.

6. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is not due to substantial property improvements, the application fee for the new appraisal shall be the amount of the Registration Fee then being charged by the Governing Commission.

7. The new Guaranteed Value shall be subject to all of the conditions, stipulations and provisions of this ordinance.

B. The Member will be issued a new Certificate Of Participation which will state the new Guaranteed Value and Registration Date.

C. Requests for a new Certification Of Participation with a new Guaranteed Value and Registration Date will be initiated by a Member no more than once within any twelve (12) month period.

Section XII.

Arbitration Procedure.

If a Member or applicant disagrees with the Guaranteed Value, or dollar depreciation due to failure to maintain the premises, or extent of Physical Perils determined by the Program Appraiser and approved by the Governing Commission, a Member may appeal in writing to the Governing Commission within 30 days after the date on which said Guaranteed Value was approved by the Governing Commission. The Governing Commission must respond in writing to the Member's appeal within 30 days after receipt of the written appeal.

If the Member still disagrees with the Governing Commission, the Member may submit a written request for arbitration to the Governing Commission within 30 days after receiving a written response from the Governing Commission.

All such requests for arbitration shall be settled in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association (A.A.A.) and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The determination from this arbitration procedure shall be final and binding.

Section XIII.

Creation And Maintenance Of The Guarantee Fund.

A. There is hereby created a Guarantee Fund for the purpose of paying the costs of administering the Program and extending protection to Members pursuant to the terms of Section VII of this ordinance.

B. The Guarantee Fund shall be raised by means of an annual tax levied on all property within the Special Service Area Number _____ classified by county ordinance as residential and assessed for property tax purposes.

C. The annual fee shall be adjusted at the end of the first year, in accordance with the cost formula provided in the "Report of the Guaranteed Home Equity Project" (pp. 106--124), to reflect the actual rate of participation in the Program (% of all taxed properties which are Guaranteed Residences) and to include costs for administering the Program.

D. The moneys deposited in the Guarantee Fund shall, as nearly as practicable, be fully and continuously invested or reinvested by the Governing Commission in Investment Obligations which shall be in such amounts and shall mature at such times so that the maturity or date of redemption at the option of the holder of such Investment Obligations shall coincide, as nearly as practicable with the times at which monies will be required for the purposes provided within, in municipal, state or federal bonds. "Investment Obligation" shall mean direct general obligation of or obligations the payment of principal of and interest on which are unconditionally guaranteed by the governing body issuing them which at the time are legal investments under the laws of the State of Illinois for moneys held hereunder then proposed to be invested therein.

E. The Guarantee Fund shall be used solely and exclusively for the purpose of providing guarantees to Members of the Guaranteed Home Equity Program who reside in Special Service Area ____, and for reasonable salaries, expenses, bills, and fees incurred in administering the Guaranteed Home Equity Program in accordance with Program Guidelines, and shall be used for no other purpose.

F. The Guarantee Fund shall be maintained, invested, and expended exclusively by the Governing Commission. Under no circumstance shall the Guarantee Fund be used by any persons, governmental body, public or private agency or concern, or by any other person, party, or entity other than the Governing Commission. Under no circumstance shall the Guarantee Fund be commingled with other funds or investments.

G. An independent audit of the Guarantee Fund and the management of the Program shall be conducted annually and a summary of the audit made available to the public through a local office within the S.S.A. or a public facility such as a local public library.

H. After the termination of the Program, the Governing Commission shall refund the remaining balance of the Guarantee Fund, if any, after all potential liabilities have been satisfied, to the then current property taxpayers of all residential property assessed within Special Service Area Number ____ in an equitable manner proportionate to the manner in which the Guarantee Fund was raised from these same properties.

Section XIV.

Termination Of The Program.

A. The Program shall terminate only by action of the City Council repealing this ordinance.

B. The Governing Commission shall provide annual reports to the Mayor and City Council as to the status of the Program, and every five years shall submit to the Mayor and City Council recommendations as to whether the Program should be continued, extended subject to modifications, or terminated.

Section XV.

Suspension Of Coverage As A Result Of Economic Crisis Or Housing Market Recession.

The Program provides a guarantee only against specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions as they may affect local housing conditions. The Program does not guarantee against a decline in the value of housing due to economic forces such as a national, regional, or municipal depression or recession. In the event of a general decline in the value of housing in the municipal, regional, or national housing market areas, the Governing Commission reserves the right to temporarily suspend coverage under the Program in order to protect the fiscal integrity of the Guarantee Fund. For the purposes of the Program, a housing recession is defined as a 5% annual decline in the median value of existing houses in any 12 month period for the Midwest Region or the City of Chicago, according to statistics published by the National Association of Realtors.

Section XVI.

Bankruptcy Of The Guarantee Fund.

If the Guarantee Fund becomes depleted and payments of guarantees under the Program cannot be paid in a timely fashion as required by the Program Guidelines, the Governing Commission may:

1. Temporarily suspend the registration of new Members until such time as the Guarantee Fund is sufficiently restored through the continued collection of annual Special Service Area taxes.
2. Raise the annual tax levy within the limits set forth in this ordinance and in the Program Guidelines and in accordance with the provisions of Illinois state law pertaining to Special Service Areas to restore the solvency of the Guarantee Fund.
3. Borrow funds to meet Program obligations which shall be repaid through the continued collection of annual Special Service Area taxes.
4. Issue bonds, in accordance with procedures contained in Illinois law pertaining to Special Service Areas, for the purpose of securing funds to pay Program obligations. These bonds shall be retired by the levy of taxes in addition to the taxes specified in Section XIII against all property within Special Service Area Number _____ classified by county ordinance as residential and assessed for property tax purposes.

Under no circumstances shall the indebtedness or obligation of the Program or the Governing Commission become an indebtedness or obligation of either the State of Illinois or the City of Chicago.

Section XVII.

Immunity And Indemnification.

A. No individual member of the Guaranteed Home Equity Governing Commission, nor any officer, or employee, whether on salary, wage, or on a voluntary basis, shall be personally liable, and no cause of action may be brought for damages resulting from the exercise of judgement or discretion in connection with the performance of Program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

B. The Governing Commission shall indemnify each individual member of the Governing Commission, and each officer, and each employee, whether on salary, wage, or on a voluntary basis, out of Program funds, against any and all losses, damages, judgements, interest, settlements, fines, court costs, or other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or

suffered by such individual in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of Program duties. Any settlements of any claim must be made with prior approval of the Governing Commission in order for indemnification to be available under this section.

C. The immunity and indemnification provided by this section shall not be available to any individual for any acts or omissions which involve willful or wanton conduct, breach of good faith, intentional misconduct, knowing violation of the law, or for a transaction from which such individual derives an improper personal benefit.

Section XVIII.

Suits.

No suit brought under the terms of this ordinance shall be sustainable in a court of law or equity unless all conditions, stipulations and provisions of this Program have been complied with, and unless the suit is brought within twelve months after the event of the subject of litigation.

Section XIX.

Other Programs Or Insurance.

If insurance or payment is available to provide protection similar to that provided by this Program, the Governing Commission shall not be liable for a greater proportion of the loss than the amount provided by this Program bears to the total amount available from all sources.

Section XX.

Penalty.

Any person violating the provisions of this ordinance shall in addition to other remedies provided by law be fined not to exceed \$1,000.00 for each offense.

Section XXI.

Effective Date.

This ordinance shall become effective immediately upon the passage thereof.

—
**AREA GENERALLY BOUNDED BY SOUTH KEDZIE
AVENUE, WEST 75TH STREET, SOUTH
WESTERN AVENUE AND
WEST 87TH STREET.**

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

SECTION 1. A public hearing shall be held by the Chicago City Council on a date to be announced, at a neighborhood location to be announced in Chicago, Illinois, to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area Number _____ in the City of Chicago within the territory described in the Notice set forth in Section 3 hereof, sufficient to produce the revenues required to establish a Guaranteed Home Equity Program therein. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

SECTION 2. The ordinance creating the Special Service Area Number _____ for the purpose of establishing a Guaranteed Home Equity Program is set forth below in an Appendix.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once not less than 15 days prior to the public hearing in the *Chicago Sun-Times*, a newspaper published in the City of Chicago. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be substantially in the following form:

Notice Of Hearing.

City Of Chicago Special Service Area Number _____.

Notice is hereby given that on the (date to be determined), at (time to be determined) at (neighborhood location to be determined) a hearing will be held by the City Council of the City of Chicago to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes within Special Service Area Number _____ consisting of the territory beginning at the intersection of 75th Street and Kedzie Avenue, continuing East along 75th Street to the intersection of 75th Street and Western

Avenue, continuing South along Western Avenue to the intersection of 87th Street and Western Avenue, continuing West along 87th Street to the intersection of 87th Street and Kedzie Avenue, continuing North along Kedzie Avenue to the intersection of 75th Street and Kedzie Avenue.

The purpose of the formation of City of Chicago Special Service Area Number _____, in general, is to guarantee that the value of a participating residential property owner will not fall below its market value established at the time the property owner registers in the program, provided the property owner remains in the program for at least five years, keeps the property well maintained, continuously occupies the property as the owner's principal place of residence, and otherwise adheres to the guidelines and procedures of the program.

At the hearing there will be considered a special tax to be levied against all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area for the provision of special services in the service area. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

All interested persons affected by the formation of City of Chicago Special Service Area Number _____, including all persons owning real estate of taxable property located within said area, will be given an opportunity to be heard regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area. Also, any such person may file with the City Clerk written objections to any issue embodied in this notice. The hearing may be adjourned by the City Council to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within 30 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy or imposition of the annual tax, no such area may be created, or tax may be levied or imposed.

Dated this (date to be determined),

City Clerk

SECTION 4. This ordinance shall become effective immediately upon the passage thereof.

Appendix attached to this ordinance reads as follows:

Appendix.

Ordinance To Create Special Service Area

Number _____ And Establish A

"Guaranteed Home Equity Program".

Section I.

Creation Of Guaranteed Home Equity Program;

Designation Of Special Service Area.

There is hereby created a Guaranteed Home Equity Program on the terms and conditions set forth in this ordinance with area designated as follows, to be known hereafter as Special Service Area Number _____:

Section II.

Purpose Of The Guaranteed Home Equity Program.

The purpose of the Program is to guarantee that the value of a Member's property will not fall below its fair market value established at the time the Member registers in the Program, provided the Member remains in the Program for at least five years, keeps the property well maintained, continuously occupies the property as the Member's principal place of residence, and adheres to guidelines and procedures established by the Program. By providing such a guarantee, the Program is intended to provide relief only from specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions, nor does it provide relief from local adverse conditions caused by Physical Perils such as natural disasters or acts of God, or depreciation due to failure to maintain a Guaranteed Residence, as detailed in Section X on Exclusions. Furthermore, the Program does not provide, serve as, or replace homeowner's insurance or other conventional forms of insurance.

*Section III.**Definitions.*

The following words and phrases are defined as follows for the purposes of this ordinance:

A. "Certificate of Participation" means the duly notarized document of membership in the Program, signed by the Qualified Applicant and an authorized representative of the Governing Commission, which specifies the location and description of the Guaranteed Residence, its Guaranteed Value, the Registration Date, and has attached a Program Appraisal for the Guaranteed Residence.

B. "Community Organization" means a not-for-profit organization which has been registered with the State of Illinois for at least five years as a not-for-profit organization, which qualifies for not-for-profit status under the Internal Revenue Code 501(c)(3) or 501(c)(4), which continuously maintains an office or business located within Special Service Area Number _____ together with a current listed telephone number, and whose members reside within Special Service Area Number _____.

C. "Eligible Applicant" means a natural owner of a Qualified Residence within Special Service Area Number _____ who continuously occupies or has Family Members who occupy such Qualified Residence as a principal place of residence.

D. "Family Member" means a spouse, children, step-children, parents, grandparents, parents of a spouse, brothers, or sisters of the Member. Family member also means brothers or sisters of a spouse of the Member.

E. "Gross Selling Value" means the dollar amount of purchase of a Guaranteed Residence and shall include any amount that the Member agrees to assume on behalf of a buyer or prospective buyer, including such things as broker commissions, points, legal fees, personal financing, or other items of value.

F. "Guarantee Fund" means the funds collected by the provisions of Special Service Area Number _____ for the purpose of guaranteeing the property values of Members within the Special Service Area.

G. "Guaranteed Residence" means the Qualified Residence for which a Certificate of Participation has been issued and which is occupied continuously as the place of legal residence by the Member or Family Member and described in the Certificate of Participation, and entitled to coverage under this Act.

H. "Guaranteed Value" means the appraised valuation based upon a standard of current fair market value on the Qualified Residence as determined by a Program Appraiser pursuant to accepted professional appraisal standards and which is authorized by the Governing Commission for the Registration Date. The Guaranteed Value shall be used

solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

I. "Member" means a natural person who owns and occupies a Guaranteed Residence in Special Service Area Number ____, which is his or her principal legal residence or is occupied continuously as a principal legal residence by a Family Member, who has applied for and been accepted as a member of Program as indicated by a Certificate of Participation.

J. "Offer" or "Bona Fide Offer" means an offer made in good faith and for a valuable consideration to purchase a Qualified Residence.

K. "Owner" means a natural person who is the titleholder or beneficiary of a trust which is the legal titleholder.

L. "Physical Perils" means physical occurrences such as, but not limited to, fire, windstorm, hail, water damage, nuclear explosion or seepage, war, insurrection, water damage, wear and tear, cracking, settling, vermin, rodents, vandalism, pollution, or contamination, and all such related occurrences or acts of God.

M. "Program" means the Guaranteed Home Equity Program.

N. "Program Appraisal" means a real estate appraisal conducted by a Program Appraiser for the purpose of establishing the Guaranteed Value of a Qualified Residence under the Program and providing a general description of the condition of the Qualified Residence. The Program Appraisal shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

O. "Program Appraiser" means a real estate appraiser who meets the professional standards established by the American Institute of Real Estate Appraisers (A.I.R.E.A.) or the American Society of Appraisers (A.S.A.) and who is approved by the Governing Commission to conduct Program Appraisals under the provisions of this Program.

P. "Program Guidelines" means those policies, rules, regulations and by-laws established from time to time by the Governing Commission to explain, clarify, or modify the Program in order to fulfill its goals and objectives.

Q. "Qualified Residence" means a building: 1) located in Special Service Area Number ____ having at least one, but not more than six dwelling units; 2) classified by county ordinance as residential and assessed for property tax purposes; 3) principally and continuously occupied by a Member or Family Member having at least one dwelling unit contained therein as the principal legal residence of such Member or Family Member.

R. "Registration Date" means the date of receipt of a completed application for participation and Registration Fee from a Qualified Applicant by the Governing Commission.

S. "Registration Fee" means the fee which is established from time to time by the Governing Commission to defray the cost of a Program Appraisal on a Qualified Residence.

*Section IV.**Guaranteed Home Equity Governing Commission.*

A. There is hereby created a Guaranteed Home Equity Governing Commission (hereafter referred to as Governing Commission) whose role will be to administer the Guaranteed Home Equity Program (hereafter referred to as the Program). The specific duties and functions of the Governing Commission in policy and administration shall include the following:

1. To conduct the day-to-day operation of the Program, including but not limited to the administration of homeowner applications for participation in the Program and homeowner claims against the Guaranteed Home Equity Fund (hereafter referred to as the Guarantee Fund).
2. To establish policies, rules, regulations, by-laws and procedures for both the Governing Commission and the Program. No policies, rules, regulations, or by-laws shall be adopted by the Governing Commission without prior notice to residents of Special Service Area ____ and an opportunity for such residents to be heard.
3. To provide annual status reports on the Program to the Mayor and City Council, and to recommend to the Mayor and City Council that the Program be extended, terminated, or extended subject to modifications of the Program.
4. To establish Guaranteed Value standards which are directly linked to the Program Appraisal, to approve Guaranteed Values, to establish requirements for Program Appraisers consistent with Section III, subparagraph (N) and to designate Program Appraisers.
5. To manage, administer and invest the Guarantee Fund established herein pursuant to the terms of this Program.
6. To dispose of real property as required under this Program and to liquidate acquired assets to maintain the Guarantee Fund.
7. To participate in arbitration required under this Program, and to subpoena all necessary persons, parties or documents required to proceed with such arbitration proceedings.
8. To employ necessary personnel, acquire necessary office space, enter contractual relationships and disburse funds as the Governing Commission sees fit by means of revenue contained in the Guarantee Fund.
9. To advise the Mayor and the City Council as to whether Guaranteed Home Equity Programs should be established in other Chicago neighborhoods.

10. To perform such other functions in connection with the Program and the Guarantee Fund as required under this ordinance.

B. The Governing Commission shall consist of nine individuals, nominated by established Community Organizations within Special Service Area Number _____, appointed by the Mayor, and approved by the City Council. A Community Organization may recommend up to 20 individuals to serve on the Governing Commission. At least five of the members of the Governing Commission holding office at any given time must reside within Special Service Area _____. The initial terms shall be as follows:

3 members whose term shall expire (in one year)

3 members whose term shall expire (in two years)

3 members whose term shall expire (in three years)

All succeeding terms shall be for three years, and no member shall serve more than two consecutive terms. Governing Commission members shall serve without compensation except for reimbursement for reasonable expenses incurred in the performance of their duties hereunder.

C. All proceedings and meetings of the Governing Commission shall be conducted in accordance with the provisions of "An act in relation to meetings," as now or hereafter amended. (Ill. Rev. Stat. 1985, Ch. 102, Par. 41 et seq.)

Section V.

Eligibility.

Those persons eligible to apply for membership in the Program shall be limited to Owner occupants or Owners having Family Members as occupants of Qualified Residences in Special Service Area Number _____.

Section VI.

Application Procedures.

A. Eligible persons shall apply to the Program by submitting a Registration Fee as determined by the Governing Commission. Prior to accepting a Registration Fee, the Governing Commission shall inform the applicant of the rights, duties and obligations of

both the Member and the Governing Commission under the Program. Upon receipt of the Registration Fee, the Qualified Residence of the applicant shall be appraised by a Program Appraiser to determine the Guaranteed Value of the residence.

B. At its option, the Governing Commission may require that a second Program Appraisal be conducted on the Qualified Residence, at the expense of the Governing Commission, if it determines that the first Program Appraisal is incomplete, inadequate, or inaccurate.

C. A Certificate Of Participation shall then be issued to the Eligible Applicant certifying membership in the Program and detailing the Guaranteed Value, the Registration Date, the address and description of the Guaranteed Residence, and a description of the guaranteed conditions and exclusions of the Program, to which an authorized Program Appraisal is attached.

Section VII.

Guarantee Provided By The Guaranteed Home Equity Plan.

Members or their estates which are participating in this program pursuant to Section VI shall be paid 100% of the difference between the Guaranteed Value as determined by this Program and the Gross Selling Value determined in Paragraph VIII below if the Guaranteed Value is higher than the Gross Selling Value. Guarantees provided by the Program shall only apply to sales made five years or more after date of issuance of the Certificate of Participation and shall be provided subject to all of the terms, conditions and stipulations of this Program. Guarantees provided by the program shall, in addition, extend only to those who qualify as Members at the time of their application, or to the estates of Members provided that the Member's estate applies within two years of the Member's decease.

Section VIII.

Procedures For Obtaining Benefits.

A. In order to be eligible for payment under the Program, a Member must follow the procedures set forth in this Section and the Program Guidelines issued by the Governing Commission.

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the

Member agrees not to enter into a contract with a real estate broker or agent to list the Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after a Member files such notice. The Governing Commission's failure to comply with this deadline shall not prejudice the Member's eligibility or rights under the Program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's Registration Date.

C. A Member is required to list the Guaranteed Residence according to Program Guidelines, including employing complete and proper methods for listing residential property, listing the Guaranteed Residence at a price which reasonably can be expected to attract buyers, and providing reasonable access for potential buyers to see the Guaranteed Residence.

D. After receiving such counselling, a Member may list the Guaranteed Residence in accordance with Program Guidelines with a real estate broker of the Member's choice, but for no longer than ninety (90) days following the date on which the Member received counselling.

E. Upon receipt of a "Notice of Intent to Sell", the Governing Commission has the right to have the Guaranteed Residence inspected by a Program Appraiser within 60 days at the Governing Commission's expense in order to determine if the Guaranteed Residence is in substantially the same condition as described by the Program Appraisal attached to the Certificate Of Participation. If the Guaranteed Residence fails to meet this standard, the following procedures must be followed:

i. The Program Appraiser will determine the percentage depreciation of the Guaranteed Residence due to failure to maintain the premises.

ii. This percentage figure shall be multiplied by the Guaranteed Value to determine the dollar depreciation due to failure to maintain the premises.

iii. This dollar depreciation shall be subtracted from the Guaranteed Value to derive a lower Guaranteed Value to be used for the purpose of determining the amount of payment afforded under this Program.

F. A Member must make the Guaranteed Residence available to a Program Appraiser within a reasonable time within this 60 day period after receipt of actual notice from the Governing Commission that an inspection under Paragraph E is required or said Member's coverage under the Program shall be null, void and of no further effect, and the Member's Registration Fee shall be forfeited.

G. Ninety days after receiving counselling from Governing Commission, a Member is eligible to file a "Notice of Intent to Claim" with the Governing Commission, in accordance

with guidelines established by the Governing Commission, attesting to the fact that the Member has followed Program Guidelines in listing the Guaranteed Residence, that the Member is unable to obtain an offer for purchase of the Guaranteed Residence for at least its Guaranteed Value, and that the Member intends to file a claim against the Program. Such notice must include verifiable evidence of placement of the Guaranteed Residence on the market, the dates such placement took place, and must list all reasonable offers to buy the property. Verifiable evidence may include a copy of advertisements for sale, a contract with a licensed real estate broker, or other evidence found satisfactory to a majority of the Governing Commission.

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission has 60 days during which time it may require the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable with a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.

I. During this 60 day period, the Member must forward to the Governing Commission all offers of purchase. If the Member receives an offer of purchase, which can reasonably be expected to be consummated if accepted and whose Gross Selling Value is greater than the Guaranteed Value of the Guaranteed Residence, no benefits may be claimed. With respect to any offer to purchase at a Gross Selling Value that is less than the Guaranteed Value, as determined by Paragraph E of this section, the Member shall file such offer with the Governing Commission by either personal delivery or registered mail. The Governing Commission shall within three (3) working days from its receipt of such offer(s) either:

1. Approve the offer for purchase--whereupon the Governing Commission shall authorize the payment of the amount afforded by Section VII of this ordinance upon receipt of verifiable evidence of the sale of the Guaranteed Residence subject to the following conditions:

- a. Sales involving eminent domain shall be covered as set forth in Paragraph M.
- b. Sales subsequent to an insured property and casualty loss shall be guaranteed for the Guaranteed Value as determined according to Paragraph E.
- c. Contract sales shall be guaranteed as determined by the Guaranteed Value in Paragraph E, but proceeds payable from the Program shall be disbursed in equal annual installments over the life of the contract.

2. Reject the offer--whereupon the Member shall continue showing the Guaranteed Residence to prospective purchasers until the termination of the 60 day period, Or

3. Exercise the Governing Commission's (or its agent's) Option to Purchase the Guaranteed Residence at the offered purchase price, whereupon the Governing Commission shall authorize the amount of payment afforded by Section VI of this ordinance.

The Governing Commission's failure to act upon an offer within three (3) working days shall be deemed to be a rejection of the offer.

J. No guarantee is afforded under this Program until 60 days after a Member files a "Notice of Intent to Claim". Furthermore, the Governing Commission shall be required to make payments to a Member only upon receipt of verifiable evidence of the actual sale of the Guaranteed Residence in accordance with the terms agreed upon between the Member and the Governing Commission at the time the Governing Commission authorized payment. If a Member rejects an offer for purchase which has been submitted to and approved by the Governing Commission, the Governing Commission shall not be liable for any future guarantee payment larger than authorized for this proposed sale.

K. If a Member fully complies with Program Guidelines but does not receive any additional good faith offer to purchase the Guaranteed Residence within this 60 day period after filing "Notice of Intent to Claim", or if the Governing Commission does not approve a good faith offer within this 60 day period, the Governing Commission or its assigns must within 60 days either:

1. Purchase the Guaranteed Residence for the Guaranteed Value, in which case the Member shall convey an unencumbered warranted deed to the Governing Commission or its assigns; or
2. Arrange for the purchase of the Guaranteed Residence and pay the Member the difference between the Gross Selling Value and the Guaranteed Value, if the Gross Selling Value is less than the Guaranteed Value.

L. Payments under the Program as provided in Section VI of this ordinance shall not be made until the sale of the Guaranteed Residence has closed and title has passed.

M. Where a Guaranteed Residence is to be acquired by use of eminent domain, the following procedures shall apply:

1. If the Member rejects an offer from the condemning body equal to or greater than the Guaranteed Value, there shall be no protection provided under the Program.
2. If the condemning body offers less than the Guaranteed Value, the Governing Commission may either:
 - a. Offer to pay 100% of the difference between the Guaranteed Value and the offering price if the Member agrees to sell at the offered price, and in no event shall the Member receive from the Program any payment in excess of the Program payment provided for in this subsection (a).
 - b. Advise the Member that the offer is inadequate and should be refused. If the Member under these circumstances desires to accept the offer, then the property shall be acquired from the Member by the Governing Commission at the offered price plus 100% of the difference between the offered price and the appraised value. If the Member refuses the offer pursuant to this subsection (b) and the final court determination of the value of the property is less than the Guaranteed Value, then the Governing Commission shall pay 100% of the difference between the judgement and the Guaranteed Value.

*Section IX.**Other Conditions.*

Members shall otherwise agree to abide by all conditions, stipulations and provisions of the Program and shall not be eligible for protection hereby unless all such conditions, stipulations and provisions have been met. Any Member failing to abide by the conditions, stipulations and provisions of this Program shall forfeit the Registration Fee.

*Section X.**Exclusions.*

A. Diminution of value due to the occurrence of Physical Perils shall not be afforded protection by the Program.

B. Depreciation due to failure to maintain the Guaranteed Residence in good repair shall not be protected. This exclusion is reflected in the adjustment procedure of Section VIII E, whereby a new, lower Guaranteed Value is derived reflecting this type of depreciation.

C. No protection shall be provided by the Program for any Member who knowingly affirms falsely to any matter or thing required to be affirmed by the terms of the Program or engages in fraud, misrepresentation or concealment in any process involving this Program, and the Governing Commission shall negate all protection provided that Member by this Program.

*Section XI.**Methods For Establishing A New Guaranteed Value
And Registration Date.*

A. A Member has the option of applying for a new Program Appraisal by a Program Appraiser which will then establish a new Certificate Of Participation with a new Registration Date. The Governing Commission may exercise the right to require a second Program Appraisal in accordance with the provisions detailed in Section VI. This new Guaranteed Value shall be subject to the following conditions:

1. A new Guaranteed Value established solely for the purpose of determining a property's increased value due to inflation shall not commence until five years have elapsed from the new Guaranteed Value Date.

2. A new Guaranteed Value determining increased valuations due to home improvements shall be accepted, provided that the value of said home improvements exceeds a total of \$5,000.

3. A Member may initiate a claim against the Program based upon the new Guaranteed Value beginning five years from the new Registration Date. Until this time, coverage based on the original Certificate Of Participation shall apply.

4. All former Guaranteed Values shall remain in full force and shall be unaffected in any way by these new Guaranteed Values until such time as coverage for the new appraisal commences under the terms of subsection 2 above.

5. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is due to substantial property improvements on the Guaranteed Residence, then the application fee for the appraisal will be one half of the Registration Fee then being charged by the Governing Commission.

6. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is not due to substantial property improvements, the application fee for the new appraisal shall be the amount of the Registration Fee then being charged by the Governing Commission.

7. The new Guaranteed Value shall be subject to all of the conditions, stipulations and provisions of this ordinance.

B. The Member will be issued a new Certificate Of Participation which will state the new Guaranteed Value and Registration Date.

C. Requests for a new Certification Of Participation with a new Guaranteed Value and Registration Date will be initiated by a Member no more than once within any twelve (12) month period.

Section XII.

Arbitration Procedure.

If a Member or applicant disagrees with the Guaranteed Value, or dollar depreciation due to failure to maintain the premises, or extent of Physical Perils determined by the Program Appraiser and approved by the Governing Commission, a member may appeal in writing to the Governing Commission within 30 days after the date on which said Guaranteed Value was approved by the Governing Commission. The Governing Commission must respond in writing to the Member's appeal within 30 days after receipt of the written appeal.

If the Member still disagrees with the Governing Commission, the Member may submit a written request for arbitration to the Governing Commission within 30 days after receiving a written response from the Governing Commission.

All such requests for arbitration shall be settled in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association (A.A.A.) and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The determination from this arbitration procedure shall be final and binding.

Section XIII.

Creation And Maintenance Of The Guarantee Fund.

A. There is hereby created a Guarantee Fund for the purpose of paying the costs of administering the Program and extending protection to Members pursuant to the terms of Section VII of this ordinance.

B. The Guarantee Fund shall be raised by means of an annual tax levied on all property within the Special Service Area Number _____ classified by county ordinance as residential and assessed for property tax purposes.

C. The annual fee shall be adjusted at the end of the first year, in accordance with the cost formula provided in the "Report of the Guaranteed Home Equity Project" (pp. 106--124), to reflect the actual rate of participation in the Program (% of all taxed properties which are Guaranteed Residences) and to include costs for administering the Program.

D. The moneys deposited in the Guarantee Fund shall, as nearly as practicable, be fully and continuously invested or reinvested by the Governing Commission in Investment Obligations which shall be in such amounts and shall mature at such times so that the maturity or date of redemption at the option of the holder of such Investment Obligations shall coincide, as nearly as practicable with the times at which monies will be required for the purposes provided within, in municipal, state or federal bonds. "Investment Obligation" shall mean direct general obligation of or obligations the payment of principal of and interest on which are unconditionally guaranteed by the governing body issuing them which at the time are legal investments under the laws of the State of Illinois for moneys held hereunder then proposed to be invested therein.

E. The Guarantee Fund shall be used solely and exclusively for the purpose of providing guarantees to Members of the Guaranteed Home Equity Program who reside in Special Service Area ____, and for reasonable salaries, expenses, bills, and fees incurred in administering the Guaranteed Home Equity Program in accordance with Program Guidelines, and shall be used for no other purpose.

F. The Guarantee Fund shall be maintained, invested, and expended exclusively by the Governing Commission. Under no circumstance shall the Guarantee Fund be used by any persons, governmental body, public or private agency or concern, or by any other person, party, or entity other than the Governing Commission. Under no circumstance shall the Guarantee Fund be commingled with other funds or investments.

G. An independent audit of the Guarantee Fund and the management of the Program shall be conducted annually and a summary of the audit made available to the public through a local office within the S.S.A. or a public facility such as a local public library.

H. After the termination of the Program, the Governing Commission shall refund the remaining balance of the Guarantee Fund, if any, after all potential liabilities have been satisfied, to the then current property taxpayers of all residential property assessed within Special Service Area Number ____ in an equitable manner proportionate to the manner in which the Guarantee Fund was raised from these same properties.

Section XIV.

Termination Of The Program.

A. The Program shall terminate only by action of the City Council repealing this ordinance.

B. The Governing Commission shall provide annual reports to the Mayor and City Council as to the status of the Program, and every five years shall submit to the Mayor and City Council recommendations as to whether the Program should be continued, extended subject to modifications, or terminated.

Section XV.

Suspension Of Coverage As A Result Of Economic Crisis Or Housing Market Recession.

The Program provides a guarantee only against specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions as they may affect local housing conditions. The Program does not guarantee against a decline in the value of housing due to economic forces such as a national, regional, or municipal depression or recession. In the event of a general decline in the value of housing in the municipal, regional, or national housing market areas, the Governing Commission reserves the right to temporarily suspend coverage under the Program in order to protect the fiscal integrity of the Guarantee Fund. For the purposes of the Program, a housing recession is defined as a 5%

annual decline in the median value of existing houses in any 12 month period for the Midwest Region or the City of Chicago, according to statistics published by the National Association of Realtors.

Section XVI.

Bankruptcy Of The Guarantee Fund.

If the Guarantee Fund becomes depleted and payments of guarantees under the Program cannot be paid in a timely fashion as required by the Program Guidelines, the Governing Commission may:

1. Temporarily suspend the registration of new Members until such time as the Guarantee Fund is sufficiently restored through the continued collection of annual Special Service Area taxes.
2. Raise the annual tax levy within the limits set forth in this ordinance and in the Program Guidelines and in accordance with the provisions of Illinois state law pertaining to Special Service Areas to restore the solvency of the Guarantee Fund.
3. Borrow funds to meet Program obligations which shall be repaid through the continued collection of annual Special Service Area taxes.
4. Issue bonds, in accordance with procedures contained in Illinois law pertaining to Special Service Areas, for the purpose of securing funds to pay Program obligations. These bonds shall be retired by the levy of taxes in addition to the taxes specified in Section XIII against all property within Special Service Area Number _____ classified by county ordinance as residential and assessed for property tax purposes.

Under no circumstances shall the indebtedness or obligation of the Program or the Governing Commission become an indebtedness or obligation of either the State of Illinois or the City of Chicago.

Section XVII.

Immunity And Indemnification.

A. No individual member of the Guaranteed Home Equity Governing Commission, nor any officer, or employee, whether on salary, wage, or on a voluntary basis, shall be personally liable, and no cause of action may be brought for damages resulting from the exercise of judgement or discretion in connection with the performance of Program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

B. The Governing Commission shall indemnify each individual member of the Governing Commission, and each officer, and each employee, whether on salary, wage, or on a voluntary basis, out of Program funds, against any and all losses, damages, judgements, interest, settlements, fines, court costs, or other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such individual in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of Program duties. Any settlements of any claim must be made with prior approval of the Governing Commission in order for indemnification to be available under this section.

C. The immunity and indemnification provided by this section shall not be available to any individual for any acts or omissions which involve willful or wanton conduct, breach of good faith, intentional misconduct, knowing violation of the law, or for a transaction from which such individual derives an improper personal benefit.

Section XVIII.

Suits.

No suit brought under the terms of this ordinance shall be sustainable in a court of law or equity unless all conditions, stipulations and provisions of this Program have been complied with, and unless the suit is brought within twelve months after the event of the subject of litigation.

Section XIX.

Other Programs Or Insurance.

If insurance or payment is available to provide protection similar to that provided by this Program, the Governing Commission shall not be liable for a greater proportion of the loss than the amount provided by this Program bears to the total amount available from all sources.

Section XX.

Penalty.

Any person violating the provisions of this ordinance shall in addition to other remedies provided by law be fined not to exceed \$1,000.00 for each offense.

*Section XXI.**Effective Date.*

This ordinance shall become effective immediately upon the passage thereof.

MUNICIPAL CODE CHAPTER 192 AMENDED BY ADDITION
OF NEW SECTIONS 192-20 THROUGH 192-20.6
ENTITLED "CLEAN INDOOR AIR
ORDINANCE".

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Health, deferred and published in the Journal of the Proceedings of May 11, 1988, pages 13101 through 13106, recommending that the City Council pass a proposed substitute ordinance amending Chapter 192 of the Municipal Code by the addition of new Sections 192-20 through 192-20.6 to create a "Clean Indoor Air Ordinance".

On motion of Alderman Streeter, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Rush, T. Evans, Bloom, Robinson, Caldwell, Huels, Fary, Burke, Langford, Streeter, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Giles, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 33.

Nays -- Aldermen Tillman, Beavers, Vrdolyak, Madryzk, Carter, Kellam, Butler, Cullerton -- 8.

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

The following is said ordinance as passed:

WHEREAS, Reliable studies have found that tobacco smoke is a major contributor to indoor air pollution and that breathing second-hand smoke can cause lung cancer and other diseases in healthy nonsmokers; and

WHEREAS, Nonsmokers can suffer allergies, respiratory disease and other illness due to breathing second-hand smoke and may experience a loss of job productivity or may be forced to take periodic sick leave because of such adverse reactions; and

WHEREAS, Numerous polls have shown that a majority of both nonsmokers and smokers desire to have restrictions on smoking in enclosed public areas and in places of employment; and

WHEREAS, By enacting this ordinance, the City Council has sought to balance the needs of persons who smoke and the needs of nonsmokers to breath smoke-free air, and the legislature recognizes that where these needs conflict, the need to breath smoke-free air should take priority; now, therefore,

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

SECTION 1. Chapter 192 of the Municipal Code of Chicago is hereby amended by adding thereto new Sections 192-20 through 192-20.6 to read as follows:

192-20. Title and Purpose. This section shall be known and may be cited as the "Clean Indoor Air Ordinance", and shall be liberally construed and applied to promote its purpose and policies. It is the purpose of this section and the policy of the city to provide smoke-free areas in enclosed public places and to regulate smoking in places of employment.

192-20.1. Definitions. Whenever used in sections 192-20 through 192-20.6, the following words and phrases shall have the following meanings:

"Bar" means an enclosed area which is devoted to the serving of alcoholic beverages for consumption on the premises and in which the serving of food is only incidental to the consumption of such beverages. Although a restaurant may contain a bar, the term "bar" shall not include the restaurant dining area.

"Dining Area" means any enclosed area containing a counter or tables upon which meals are served.

"Employee" means any person who is employed by any employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a not-for-profit entity.

"Employer" means any person, partnership, corporation, including a municipal corporation, or non-profit entity who employs the services of one or more persons.

"Enclosed Area" means all space between a floor and ceiling which is surrounded on all sides by walls or windows with appropriate openings for ingress and egress and is not intended to mean areas commonly described as public lobbies and common corridors.

"Place of Employment" means any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment including, but not limited to work areas, employee lounges, cafeterias, restrooms and conference rooms. A private residence is not a "place of employment" unless it is used as a child care or health care facility.

"Public Place" means any enclosed area to which the public is invited. For the purpose of this section, a hospital is a public place.

"Restaurant" means any coffee shop, cafeteria, luncheonette, sandwich shop, private or public school cafeteria or eating establishment, and any other eating establishment, organization, or club which gives or offers for sale food to the public, guests, patrons or employees.

"Service Line" means any indoor line at which one or more persons are waiting for or receiving services of any kind, whether or not such service involves the exchange of money.

"Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, pipe or cigarette.

192-20.2. Smoking in Public Places. Smoking shall be prohibited in all public places except in designated smoking areas.

When establishing a designated smoking area, the person establishing such area shall utilize existing physical barriers, ventilation systems, and other physical elements of the premises to minimize the intrusion of smoke into areas where smoking is not permitted.

(a) In all waiting areas of airport terminals, train stations and bus depots, the area where smoking is prohibited must include either (i) a contiguous area of at least 50% of the total seating capacity of the facility or (ii) a separate waiting room for nonsmokers, so long as the room designated for nonsmokers contains at least 50% of the total seating capacity of the waiting area.

(b) Any owner, operator, manager or other person in control of a public place may declare that entire facility as a nonsmoking area.

(c) Smoking is prohibited in all areas of the following public places:

- 1) Public Restrooms;*
- 2) Polling Places;*
- 3) Service Lines;*
- 4) Public Meeting and Public Assembly Rooms;*
- 5) Taxicabs.*

(d) Notwithstanding any other provision of this section, the following areas shall not be subject to the smoking restrictions of this section:

- 1) Bars;*

- 2) *Private residences;*
- 3) *Restaurants, hotel and motel conference or meeting rooms and public and private banquet or assembly rooms while these places are being used for private functions.*

However, any owner, operator, manager or other person who controls any establishment described in this subsection may designate the entire establishment, or any portion thereof, as a nonsmoking area.

192-20.3. Regulation of Smoking in Places of Employment. Employers shall provide smoke-free areas for nonsmoking employees within existing facilities to the maximum extent practicable, but employers, owners, operators, managers, or other persons who control the premises are not required to make physical modifications in providing these areas.

192-20.3(a). Each employee shall be able to designate his or her own work area as a nonsmoking area, if such work area is not also a public place, and to post the same with an appropriate sign to be provided by the employer. If, due to the proximity of smokers, size of the work area, poor ventilation or other factors, such designation does not reduce the effects of smoke to the satisfaction of the employee, the employer shall make additional accommodation by assigning the employees to different but comparable work areas, expanding the size of the work area subject to the prohibition against smoking or implementing other measures reasonably calculated to minimize or eliminate the effects of smoke on the employee.

192-20.3(b). Every employer shall adopt a smoking policy which shall be communicated to all employees. All employers shall supply a written copy of the smoking policy upon request to any existing or prospective employee. In any dispute arising under the smoking policy, the health concerns of the nonsmoker shall be given priority.

192-20.3(c). Notwithstanding any other provision of this section, every employer shall have the right to designate any place of employment, or any portion thereof, as a nonsmoking area.

192-20.3(d). No employer shall discharge, refuse to hire, or in any manner retaliate against any employee or applicant for employment because such employee or applicant exercises any rights afforded by this section.

192-20.4. Signs. Signs indicating "No Smoking" or "No Smoking-Except in Designated Areas" shall be appropriately posted in all public places. Signs indicating "Smoking Permitted" shall be posted in all designated smoking areas located in places of employment and public places.

192-20.5. Violation And Penalties.

192-20.5(a). *It shall be unlawful for any person who owns, operates, or otherwise controls any premises or facility subject to regulation under this ordinance to fail to comply with any of the requirements of sections 192-20 through 192-20.4.*

192-20.5(b). *It shall be unlawful for any person to smoke in any area designated pursuant to sections 192-20 through 192-20.4 as a nonsmoking area.*

192-20.5(c). *Any person who violates any provision of sections 192-20 through 192-20.4 shall be subject to a fine not less than twenty-five dollars (\$25) and not more than one hundred dollars (\$100).*

192-20.5(d). *This section shall not be interpreted or construed to permit smoking where it is otherwise restricted or prohibited by any other applicable ordinance or statute.*

192-20.6. *Severability. If any provision, clause, sentence or paragraph of sections 192-20 through 192-20.5 or the application thereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this section which can be given effect without the invalid provision or application, and to this end the provisions of this section are declared to be severable.*

SECTION 2. This ordinance shall be in full force and effect from and after 60 days of its passage.

SALE OF CITY-OWNED PROPERTY TO BOARD OF
EDUCATION FOR CONSTRUCTION OF NEW
ELEMENTARY SCHOOL.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Land Acquisition, Disposition and Leases, deferred and published in the Journal of the Proceedings of May 11, 1988, pages 13182 and 13183, recommending that the City Council pass a proposed ordinance authorizing the sale of city-owned property to the Board of Education for the construction of a new elementary school.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a home rule unit, does hereby authorize the conveyance of Parking Site No. 56 as described herein, which is owned by the City of Chicago, Department of General Services, Real Estate Section to the Board of Education for the consideration cited herein:

4715--4759 South Marshfield Avenue
Parking Site No. 56

Amount: \$100,000.00

Legal Description

Lots 25 to 40, both inclusive in Block 1 in Berger and Jacob's Subdivision of Stone and Whitney's Subdivision of the East 1/2 of the Northeast 1/4 of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: Parking Site No. 56 (4715--4759 South Marshfield, Chicago, Illinois).

SECTION 2. That the sale of this City of Chicago Parking Site No. 56 to the Board of Education, is for the purpose of constructing a new elementary school which would eliminate overcrowding in the area.

SECTION 3. This ordinance shall be effective upon its passage.

ISSUANCE OF GENERAL OBLIGATION TENDER NOTES,
SERIES 1988C.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of April 27, 1988, pages 12513 through 12592, recommending that the City Council pass a proposed ordinance authorizing the issuance of General Obligation Tender Notes, Series 1988C.

Alderman T. Evans presented the following amendment to the said proposed ordinance:

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

SECTION 1. That the ordinance authorizing the issuance of General Obligation Tender Notes, Series 1988 "C" ordered deferred and published on April 27, 1988, C.J. pp. 12513--12526) is hereby amended in Exhibit "A" by deleting the following language:

"City Council/Finance Committee \$250,000" and deleting the number \$37,000,000.00 and inserting in lieu thereof the number \$36,750,000.00.

SECTION 2. The City Comptroller is directed to make all appropriate changes in Sections 3 and 5 of the ordinance to effectuate this reduction in Series "C".

SECTION 3. This ordinance shall be in force and effect from and after its adoption, approval by the Mayor and publication."

On motion of Alderman T. Evans, the clerk called the roll and the foregoing proposed amendment was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 43.

Nays -- Aldermen Burke, Sheahan, Krystyniak -- 3.

Thereupon, the clerk called the roll on the said proposed ordinance, as amended, which was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Henry, Soliz, Butler, Smith, Gabinski, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Levar, Schulter, Orr -- 28.

Nays -- Aldermen Rush, T. Evans, Bloom, Burke, Sheahan, Garcia, Krystyniak, Gutierrez, Davis, Figueroa, Mell, Kotlarz, Pucinski, Eisendrath, Shiller, Osterman -- 16.

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

The amendment, as passed, together with the said ordinance read as follows:

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

SECTION 1. That the ordinance authorizing the issuance of General Obligation Tender Notes, Series 1988 "C" ordered deferred and published on April 27, 1988, C.J. pp. 12513--12526) is hereby amended in Exhibit "A" by deleting the following language:

"City Council/Finance Committee \$250,000" and deleting the number \$37,000,000.00 and inserting in lieu thereof the number \$36,750,000.00.

SECTION 2. The City Comptroller is directed to make all appropriate changes in Sections 3 and 5 of the ordinance to effectuate this reduction in Series "C".

SECTION 3. This ordinance shall be in force and effect from and after its adoption, approval by the Mayor and publication.

*An Ordinance Providing For The Issuance Of General
Obligation Tender Notes, Series 1988C,
Of The City Of Chicago, Illinois.*

* * *

Preamble.

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 under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City has determined that it is desirable and in the public interest of the City to issue notes of the City to finance the acquisition of necessary equipment for the City; and

WHEREAS, It is necessary for the City to issue its notes for the purposes hereinafter provided, such borrowing being for a proper public purpose and in the public interest, and the City by virtue of its Constitutional home rule powers and all laws applicable thereto, has the power to issue such notes; now, therefore,

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

SECTION 1. Findings. The City Council, after a public hearing heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice having been given thereof, and in accordance with the findings and recommendations of such committee, hereby finds that all of the recitals contained in the preamble to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

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

SECTION 3. Authorization Of Notes.

(a) For the purpose of providing moneys for the purposes provided in the preamble hereof, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes and directs the issuance of, an issue of Notes, entitled to the benefit, protection and security of this ordinance and the Indenture, in an aggregate principal amount determined as provided hereunder, payable as to principal and interest from the sources indicated in Section 3(d) of this ordinance. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988C" (the "Notes" or "Series 1988C Notes"). The Notes shall be dated, bear interest at such rate or rates (whether fixed to maturity or variable) not to exceed 12% per annum, mature, be subject to

payment, redemption and purchase, be of the form and be secured as provided in the Indenture for Series 1988C Notes.

(b) The Notes shall be issued in the principal amount of \$37,000,000, maturing on October 31, 1992, for the purpose of acquiring certain capital equipment more fully described in Exhibit "A" attached hereto and made a part hereof by this reference, and shall mature or become subject to mandatory redemption, as shall be determined by the Comptroller at the time of sale of the Series 1988C Notes, on October 31 of each of the years and in the amounts as follows:

Year	Amount
1991	\$3,000,000
1992	\$34,000,000

(c) Solely to permit the various Series 1988C Notes issued hereunder to have varying interest rate determination methods, any Series 1988C Notes issued hereunder may be issued and sold as one or more sub-series, each of which shall be (A) in the principal amount of not less than \$10,000,000, (B) deemed to be a "Series" under this ordinance and the Indenture only for establishing and maintaining an interest rate determination method for such Notes and (C) identified by a number following the Series designation from 1 upward (i.e. Series 1988C - 1, etc.).

(d) Each Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose and there are hereby appropriated all such moneys, revenues, receipts, income, assets or funds as may be necessary for such purpose.

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

SECTION 4. Proceeds of the Notes. The proceeds from the sale of the Series 1988C Notes shall be deposited in the appropriate funds of the City and are appropriated for and shall be used for the purpose of acquiring capital equipment as provided for in Section 3(b) hereof. Investment income earned on undisbursed proceeds from the sale of the Series 1988C Notes may be used at the discretion of the Budget Director of the City for the purpose of acquiring capital equipment, in addition to the equipment referred to or described in Exhibit "A" hereto, for which the City Council has made a prior appropriation.

SECTION 5. Levy of Taxes for Reimbursement of the Bank for Drawings to Pay the Series 1988C Notes or for the Payment of the Series 1988C Notes. For the purpose of providing the funds required from May 1, 1990, to reimburse the Bank for the payment of

drawings to pay the principal of and interest (calculated at 6% per annum) on the Series 1988C Notes promptly as the same become due at maturity, or to pay the principal and interest on the Series 1988C Notes if the Bank has failed to honor a proper draw under the Letter of Credit there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

For The Year	A Tax Sufficient To Produce The Sum Of:	

1989	\$2,220,000.00	for interest from May 1, 1990 to April 30, 1991
1990	\$5,136,328.77	for interest and principal
1991	\$35,119,123.29	for interest and principal

The City Treasurer is hereby ordered and directed to deposit the proceeds of the taxes levied pursuant to this Section 5 into the Series 1988C Notes Account of the Note Fund.

SECTION 6. Filing of Ordinance. A copy of this ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks of Cook and Du Page Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 1989, to and including 1991, to extend the taxes levied pursuant to Section 5 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

SECTION 7. Sale and Delivery of the Notes. (a) The Series 1988C Notes shall be sold and delivered to a group of underwriters led by Shearson Lehman Hutton, Grigsby, Brandford & Co., Inc. and The First National Bank of Chicago (the "Underwriters") subject to the terms and conditions of a contract of purchase related thereto. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed 0.5% of the principal amount of the Notes being sold. All or a portion of the Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Comptroller shall be authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture and to deliver any certificates required of the City in connection with such separate sale.

The sale and delivery of all or a portion of any Series, or combination of Series, of Notes shall be authorized by the Comptroller pursuant to one or more contracts of purchase as described above, which contract or contracts shall be approved by the Chairman of the Committee on Finance of the City Council.

(b) Subsequent to the sale of any Notes, the Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate

principal amount of Notes sold of each Series, (ii) the initial interest rate determination method or methods for such Notes and the initial interest rates determined within each such interest rate determination method, and (iii) the compensation paid to the Underwriters in connection with such sale. An executed copy of the Indenture providing for the issuance of the Notes and an executed copy of the contract of purchase and the disclosure document relating to such Notes shall be attached to each such notification of sale.

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

(d) The Registrar shall be authorized to authenticate and deliver each Series of Notes at the initial delivery of such Series upon telephonic authorization, to be confirmed in writing, from the Comptroller evidencing that all conditions precedent to the issuance of such Notes have been satisfied.

SECTION 8. Appointment of Trustee, Registrar and Paying Agent; Authorization of Indenture. The City hereby authorizes the Comptroller to appoint the Trustee, the Registrar and the Paying Agent for the purposes and upon the express terms and conditions set forth in the Indenture. The acceptance of the Trustee shall be evidenced by its execution of the Indenture. The acceptance of the Paying Agent and the Registrar shall be evidenced by its execution of an acceptance of such duties. The Mayor or the Comptroller are hereby authorized to execute an Indenture in connection with the issuance of the Notes or any Series of Notes, each such Indenture to be in the form of Exhibit "B" attached hereto and to contain such provisions as are set forth therein with respect to Series 1988C Notes, but with such revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of any such Notes. The final form of each such Indenture shall be executed on behalf of the City by the Mayor or the Comptroller, under the seal of the City, affixed and attested by the City Clerk or Deputy City Clerk.

SECTION 9. Remarketing Agent. The City hereby authorizes the Comptroller to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of the Notes or any Series of Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed .25% of the average principal amount of Notes covered by such Remarketing Agreement outstanding during such annual period.

SECTION 10. The Bank. The City hereby authorizes the Comptroller to obtain a Letter of Credit for any Series of Notes if determined by the Comptroller to be desirable in connection with the marketing and remarketing of the Notes; provided, however, that any Series of Notes bearing interest at other than a fixed rate to maturity shall be secured by a Letter of Credit. The Comptroller is hereby further authorized to (i) appoint the Bank to issue such Letter of Credit; (ii) execute and deliver a Reimbursement Agreement relating to any Notes so secured; and (iii) execute and deliver a Letter of Credit Note in connection with the execution and delivery of any such Reimbursement Agreement. The annual fee

paid to any Bank for the provision of a Letter of Credit shall not exceed .25% of the amount available to be drawn under such Letter of Credit.

Any Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose. Any Letter of Credit Note shall bear interest at a rate not exceeding 25% per annum.

In appointing the Bank pursuant to this Section 10, the Comptroller must select a banking corporation or association that will cause the Notes to bear one or the two highest short-term ratings available from Moody's and S & P, or one of them in the event that the Notes are not to be rated by both.

SECTION 11. Note Insurance. The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Notes.

SECTION 12. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse any Bank appointed pursuant to the provisions of Section 10 hereof at the times and in the amounts as provided in the related Reimbursement Agreement, (b) pay the principal of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit or the Notes bear interest at a fixed rate to maturity and no Bank has been so appointed, and (c) pay the fees and expenses of the Trustee, Paying Agent, Remarketing Agent and Registrar in a timely manner, and the City hereby covenants to take timely action as required by law to carry out the provisions of this section, but, if for any such year it fails to do so, this ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

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

SECTION 13. Counterparts. This ordinance may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same ordinance.

SECTION 14. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision 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 15. Publication. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

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

Exhibit "A".

*Office Of Budget And Management
1988 Capital Equipment Note.*

Department/Item	Amount
1. Budget and Management	
a. Vehicles (For the replacement of vehicles previously identified on "the Projected Automobile List - 1988", attached as Schedule A1 to the 1988 Annual Appropriation Ordinance, which sets forth the total number of vehicles authorized for City departments for fiscal year 1988.)	\$500,000
b. Data Processing/Equipment/Furniture	<u>1,511,645</u>
Subtotal Budget	\$2,011,645
2. City Council/Finance Committee	250,000
3. Comptroller's Office	
a. C.A.P's Finalization and Transition to M.I.S.	\$4,664,000
b. Payroll System Modification	<u>1,856,000</u>

Department/Item	Amount
Subtotal Comptroller	\$6,520,000
4. Management Information Services	
a. Computer Storage	\$160,000
b. 3090-180E Mainframe	<u>3,037,000</u>
Subtotal M.I.S.	\$3,197,000
5. Fire Department	
a. Vehicles	
2 110-foot Aerial Ladders	\$620,000
4 1,250 GPM Pumps	640,000
20 Ambulances	700,000
14 Sedans	216,000
1 Rehab 100-foot Aerial Ladder	175,000
3 Rehab 1,250 GPM Pumps	240,000
1 Respiratory Compressor	50,000
Haz-Mat Equipment	30,000
1 Squad/Snorkel	<u>310,000</u>
Subtotal Vehicles	\$2,981,000
b. Equipment	
Mobile Radios - EMS	\$107,000
Mobile Transceivers	<u>526,000</u>
Subtotal Equipment	<u>\$633,000</u>
Subtotal Fire	\$3,614,000
6. General Services	
a. Furniture/Copier/Data Processing Equipment	<u>\$101,000</u>
Subtotal Furniture/ Data Processing	\$101,000
b. Machinery and Equipment	

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UNFINISHED BUSINESS

13953

Department/Item	Amount
4 1 Ton Freight Trucks	\$92,000
4 Four Wheel Drive Vehicles	60,000
3 Arc Welders	4,240
1 Lincoln Welder	2,000
1 Arc Plasma Welder	6,000
2 10 ton Porta Power	3,500
1 Table Saw	3,400
2 Air Conditioning Service Units	2,000
Automotive Hoist	6,500
Fork Lift	<u>25,000</u>
Subtotal Machinery and Equipment	\$204,640
c. Vehicles	
Tow Trucks	\$811,000
5 Pool Cars	54,320
8 Vehicles	<u>89,220</u>
Subtotal Vehicles	\$954,540
d. Elevators	<u>\$1,000,000</u>
Subtotal General Services	\$2,260,180
7. Graphics and Reproduction	
a. Press and Film Processing Equipment	\$112,000
8. Health Department	
a. Data Processing Equipment	\$18,000
b. Furniture and Equipment	<u>91,500</u>
Subtotal Health	\$109,500
9. Human Services	
a. Vehicles: 3 Pick-up Trucks and	
1 14-foot Long Body Truck	\$70,000
10. Inquiry and Information	

Department/Item	Amount
a. Call Management System	\$15,000
11. Inspectional Services	
a. Commissioner's Vehicle	\$11,500
b. Data Processing Equipment	17,400
c. Camera/Film Processing	<u>24,000</u>
Subtotal Inspectional Services	\$52,900
12. Landmarks Commission	
a. Copier	\$9,800
13. Law Department	
a. Computerization for Litigation Docketing System	\$15,000
14. Municipal Reference Library	
a. Data Processing Equipment and Microfilmer	\$15,700
15. Personnel Department	
a. Synchronous Controller	\$ 8,000
b. Disk Storage File	125,000
c. Work Station	<u>50,000</u>
Subtotal Personnel	\$183,000
16. Planning Department	
a. Data Processing Equipment	\$10,000
17. Police Department	
a. Vehicles	

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UNFINISHED BUSINESS

13955

Department/Item

Amount

293 Marked Cars	\$3,960,015
115 Unmarked	1,328,492
60 Unmarked Special	702,338
5 Marked Station Wagons	67,367
5 Special Unmarked (Dept. Supt.)	60,677
- Manuals (Parts and Service)	461
30 Squadrol Cab and Chassis	420,000
20 Used Cars	140,000
10 3 Wheel Cycles	80,000
5 Blazers	85,000
1 Bomb and Arson Vehicle	80,000
1 Fork Lift	<u>15,000</u>

Subtotal Vehicles

\$6,939,350

b. Machinery and Equipment

Television Monitors	\$56,250
Communication Equipment	700,000
Portable Radios	480,000
Brake Repair Vacuums	20,000
Computer Equipment	36,900
Stairmaster Machine	6,000
Self Contained Humidifiers	15,000
Boiler Room Equipment	12,000
ISO-Electric Focusing Unit	7,500
Datascope	6,000
Spectrum Monitor	8,000
Alarm System	10,000
Main Air Compressor	10,000
Glass	3,000
Garage Door Partition	5,000
Composition Computer	15,000
Facsimile Machines	<u>170,000</u>

Subtotal Machinery
and Equipment\$1,560,650

Subtotal Police

\$8,500,000

18. Public Works Department

a. Vehicles

Department/Item	Amount
Passenger Cart (Plumbing)	\$7,000
1 15 Ton Hauler Stake w/Tandem Axle	50,000
1 Diesel Compressor, 600 CFM, 106 HP	46,000
2 Welder Arc/400 AMP/Diesel Powered (Ironworkers)	10,300
1 Tractor with 40 Ton Flat Bed Trailer	<u>99,000</u>
Subtotal Vehicles	\$212,300
b. Data Processing Equipment	<u>\$35,000</u>
Subtotal Public Works	\$247,300
19. Revenue Department	
a. Billings, Collections and Tax Administration	
1 CRT Terminal	\$3,000
5 Personal Computers and 3 Printers	21,400
1 Optical Scanner	<u>80,000</u>
Subtotal Billings, Collections and Tax Administration	\$104,400
b. Administrative and Technical Services	
1 UNISYS V310	\$325,000
6 IBM Terminals, 3 Network Controllers, 8 Modems and 1 Adapter	101,800
6 IBM Personal Computers, 4 Printers	24,400
Xerox No. 1090	60,000
Microfilm Machine	<u>25,000</u>
Subtotal Administrative and Technical Services	\$536,200
c. Administrative Adjudication	
2 Scanner S 4000's	\$125,000
2 IBM PC-XT with Laser Printer	8,000
Display Terminal with Modem and Data Circuit	6,400
Xerox No. 1090	60,000

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UNFINISHED BUSINESS

13957

Department/Item	Amount
50 Vehicle Immobilization Devices	15,000
4 Tow Trucks	140,000
6 Cargo Vans	84,000
2 Microfilm Reader/Printers	20,000
2 Ticket Counters	<u>5,050</u>
Subtotal Administrative Adjudication	\$463,450
d. Parking Administration	
4 IBM PC-XT's with Color Display Terminals, Color Card Printer Ports and Software	\$17,400
4 Print Display Calculators	7,000
Radio Base Station	<u>50,000</u>
Subtotal Parking	
Administration	\$74,400
e. On Street Parking	
Mechanism 10/25 per hour	\$246,558
Mechanism 10 hour	150,000
VIP 80 Housing	150,000
VIP 80 Domes	150,000
VIP 80 New Meters	760,000
Cap screws, pipe, sleeves, spikes and bolts for repair	51,232
20 Walkie Talkies/Charges	7,860
30 Master Canisters	11,700
Spray Booth with Fan/Compressor/ Hose Tips	<u>4,200</u>
Subtotal On Street Parking	\$1,531,550
f. Billings, Collections and Tax Administration	
Microfilm Reader/Printer	<u>\$10,000</u>
Subtotal Billings, Collection and Tax Administration	<u>\$10,000</u>

Department/Item	Amount
Subtotal Revenue	\$2,720,000
20. Streets and Sanitation Department	
a. Electricity	
2 Tower Trucks	\$76,000
2 Line Construction Trucks	280,000
3 Single Bucket Trucks	270,000
b. Forestry	
3 Diesel Aerial Towers	\$210,000
7 Chipper Units	112,000
2 Stump Cutters	60,000
c. Rodent Control	
3 Augers	\$19,000
d. Sanitation	
Cart Program	\$3,750,000
Snow Removal Vehicles	1,000,000
Water Control System	85,000
e. Street Operations	
13 Street Sweepers	<u>\$975,000</u>
Subtotal Streets and Sanitation	<u>\$6,837,000</u>

5/25/88

UNFINISHED BUSINESS

13959

Department/Item	Amount
21. City Treasurer	
a. Xerox Copier	\$21,000
22. Zoning	
a. Office Furniture/Partitions	\$30,000
23. Purchasing	
a. Equipment	
20 Xerox 6085 Workstations w/Software	\$100,000
Document Scanner	15,000
Communications Server	42,000
Print Server	14,000
Laser Printer	25,000
3 Line Drivers/3 Card Sets	<u>2,975</u>
	\$198,975
TOTAL:	<u>\$37,000,000</u>

As referred to in Section 4(c) of the ordinance, the following is authorized to be funded by investment income earned on the proceeds of the Series 1988C Notes prior to the disbursement thereof (to the extent that such investment income is available and approved by the Budget Director).

1. Comptroller's Office	
a. Fixed Assets System Development	\$400,000

Exhibit "B".

City Of Chicago, Illinois

And

As Trustee

Trust Indenture

Dated As Of _____ 1, 1988

Securing
General Obligation Tender Notes
Series 1988 A, B and C.

This Trust Indenture dated as of _____ 1, 1988 between the City of Chicago, Illinois (the "City"), a municipal corporation and home rule unit organized and existing under the laws of Illinois, located in Cook and Du Page Counties, Illinois and _____, a _____ banking _____, having its principal corporate trust office in Chicago, Illinois, as trustee (said corporation, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee") and _____, as paying agent (said corporation, and any successor or successors as paying agent hereunder, being herein referred to as "Paying Agent");

Witnesseth:

Whereas, by virtue of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City on _____, 1988 (the "Note Ordinance") the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, the execution and delivery of this Indenture have been in all respects duly and validly authorized by the Note Ordinance; and

Whereas, in order to provide the funds needed to (i) finance current cash requirements of the City; (ii) provide funds to pay amounts appropriated for specific purposes by the City for the year 1988; and (iii) finance the acquisition of necessary equipment for the City, the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 1988 A, B and C (the "Notes"); and

Whereas, the City has the option to cause any Notes tendered for purchase by a Noteholder in the manner provided herein to be purchased from said Noteholder at a price equal to the principal amount thereof plus accrued interest; and

Whereas, in furtherance thereof, the City and _____ (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of _____ 1, 1988 (the "Remarketing Agreement") pursuant to which the Remarketing Agent will arrange for the purchase of Bonds tendered for purchase and attempt to remarket said tendered Bonds on behalf of the City; and

Whereas, when the Paying Agent is performing its duties as tender agent hereunder with regard to a purchase of Bonds, the Paying Agent shall perform such duties as tender agent as the agent of the Noteholders; and

Whereas, the Notes are to be additionally entitled to the benefits of an irrevocable Letter of Credit issued to the Paying Agent (the "Letter of Credit") by _____ (in such capacity herein referred to as the "Bank"), for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement, dated as of _____ 1, 1988 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, original executed copies of the Letter of Credit, Reimbursement Agreement and the Remarketing Agreement have been delivered to and are on file in the Trustee's records; and

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

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

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

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

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

Provided, However, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, and premium, if any, and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed, and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and

provisions hereof and shall pay or cause to be paid the obligations under the Reimbursement Agreement and cause the Trustee to surrender the Letter of Credit to the Bank, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture shall remain in full force and effect.

Article I.

Definitions.

Section 1.01. Definitions. The terms defined in this section shall, for all purposes of this Indenture, have the meanings herein specified, unless the context clearly requires otherwise:

"Alternate Letter of Credit" shall mean an irrevocable letter, or letters, of credit delivered in accordance with Section 5.05(c) hereof. Any Alternate Letter of Credit shall be an irrevocable letter of credit, other than the Letter of Credit issued by the Bank and delivered to the Paying Agent concurrently with the original issuance of the Notes, issued by a commercial bank, the terms of which shall in all material respects be the same as the Letter of Credit, except as to identity of the Bank. On or prior to the date of the delivery of an Alternate Letter of Credit to the Paying Agent, the City shall have obtained (i) written evidence from Moody's, if the Notes are rated by Moody's, and S.&P., if the Notes are rated by S.&P., in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of such Bank. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Alternate Letter of Credit is in conformity with the requirements of this Indenture.

"Bank" shall mean, initially, _____, in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 4.05(c) hereof, "Bank" shall mean the issuer, or issuers, of such Letter or Alternate Letter or Letters, of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its, or their, successors in such capacity and their assigns. "Principal Office" of the Bank shall mean the principal office from time to time of the Bank.

"Bond Counsel" shall mean the firm of nationally recognized bond counsel designated by the duly designated Corporation Counsel of the City.

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

"City" shall mean the City of Chicago, Illinois.

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

"Commercial Paper Rate" means the interest rate on the Notes set under Section 2.02(c).

"Commercial Paper Rate Period" means with respect to any Note, the period (which may be from 1 day to 180 days) determined as provided in Section 2.02(c).

"Comptroller" shall mean the duly designated Comptroller, any Deputy Comptroller of the City and any person at the time designated to act on behalf of the Comptroller by written certificate furnished by the duly designated Comptroller to the Trustee, the Paying Agent, the Remarketing Agent and the Bank and filed with the City Clerk of the City. Such certificate may designate one or more alternates.

"Custody Account" means that account established on behalf of the Bank with an agent designated in the Reimbursement Agreement, and initially shall mean that account established by the Paying Agent on behalf of the Bank.

"Daily Rate" means an interest rate on the Notes set under Section 2.02(a).

"Determination Date" is defined in Section 2.02(d).

"Event of Default" shall mean any of the events stated in Section 6.01(a) hereof.

"Fixed Rate" means an interest rate on the Notes set under Section 2.02(d).

"Fixed Rate Period" is defined in Section 2.02(d).

"Indenture" means this Trust Indenture as amended or supplemented at the time in question.

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

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

"Interest Rate" means the rate on the Note established pursuant to Section 2.02 hereof.

"Letter of Credit" shall mean the irrevocable letter, or letters, of credit issued by the Bank contemporaneously with the original issuance of the Notes or any Series of Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 4.05(c) hereof, "Letter of Credit" shall mean such Alternate Letter of Credit. Each Series of Notes may be secured by a different Letter of Credit issued by the Bank or by a Letter of Credit issued by a different Bank, all as designated by the City pursuant to the terms of this Indenture. Any reference to Letter of Credit herein shall be deemed to refer to the Letter of Credit related to such Series of Notes, unless the context shall clearly indicate otherwise. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Letter of Credit is in conformity with the requirements of this Indenture.

"Letter of Credit Note" shall mean a note issued pursuant to a Reimbursement Agreement.

"Monthly Rate Evaluation Date" means the fifth day of each month while the Notes of any Series bear interest at a Short Term Rate unless such day is not a Business Day, in which case the Monthly Evaluation Date shall be the following Business Day.

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

"Notes" means the notes issued pursuant to this Indenture.

"Note Fund" shall mean the fund created by Section 4.01 hereof.

"Noteholder" shall mean the person in whose name any Note is registered. The Trustee, the Paying Agent, the Remarketing Agent and the Bank may be Noteholders.

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first class mail to the Noteholders, at the addresses shown in the registration books maintained pursuant to Section 3.10 hereof.

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

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

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

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

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

"Paying Agent" shall mean, initially, _____, or any other or successor paying agent appointed in accordance with Section 7.20 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent shall mean the principal corporate trust office of the Trustee. If the Trustee is not the Paying Agent, then "Principal Office" shall mean the address given by the Paying Agent in writing to the City, the Trustee, the Bank and the Remarketing Agent.

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

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

"Registrar" shall mean the Paying Agent acting in the capacity of registrar under this Indenture, its successors and their assigns.

"Reimbursement Agreement" shall mean the agreement or agreements between the City and the Bank, pursuant to which the related Letter of Credit is issued by the Bank and delivered to the Paying Agent, and initially shall mean the reimbursement agreement entered into pursuant to Section 7.29 of this Indenture and any and all modifications, alterations, amendments and supplements thereto. Any reference to reimbursement agreement herein shall be deemed to refer to the reimbursement agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Remarketing Agent" shall mean, initially, _____, or any other remarketing agent appointed in accordance with Section 7.28 hereof.

"Remarketing Agreement" means the agreement or agreements between the City and the Remarketing Agent entered into pursuant to Section 7.28 of this Indenture, and any and all modifications, alterations, amendments and supplements thereto. Any reference to Remarketing Agreement herein shall be deemed to refer to the Remarketing Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Series 1988B Notes" shall have the meaning assigned to such term in Section 2.01(b) (ii) hereof.

"Short Term Rate" means a Daily, Weekly or Commercial Paper Rate.

"State" means the State of Illinois.

"Service Fund" means the fund created pursuant to Section 4.06 hereof, and held and administered by the Paying Agent.

"S.&P." shall mean Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S.&P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, Paying Agent and Remarketing Agent.

"Supplemental Indenture" shall mean any indenture modifying, altering, amending, supplementing or confirming this Indenture for any purpose, in accordance with the terms hereof.

"Treasurer" shall mean the duly elected Treasurer of the City.

"Trustee" shall mean _____, as trustee under this Indenture, its successors in trust and their assigns. "Principal Office" of the Trustee shall mean the

principal corporate trust office of the Trustee, which office at the date of this Indenture is located at _____, Chicago, Illinois _____.

"Weekly Rate" means an interest rate on the Notes set under Section 2.02(b).

Section 1.02. Construction. This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.
- (d) Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Article II.

The Notes.

Section 2.01. Authorization Of Notes.

(a) Upon the execution and delivery hereof, the City shall execute the Notes and deliver them to the Paying Agent for authentication. At the direction of the City, the Paying Agent shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988" (the "Notes"). The Notes shall be dated as provided in Section 2.06(b) hereof.

(b) The Notes shall be issued in various series (each a "Series") as below designated, and in the amounts, maturing, subject to prior redemption upon the terms and conditions as hereinafter set forth, and be for the purposes as follows:

(i) Series 1988A (the "Series 1988A Notes"), in the principal amount of \$_____, maturing on December 31, 1988, for the purpose of financing the current cash flow requirements of the City;

(ii) Series 1988B (the "Series 1988B Notes"), maturing on October 31, 1989, in the principal amount of \$_____, for the purpose of providing funds to pay amounts appropriated for Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund purposes for the year 1988; and

(iii) Series 1988C (the "Series 1988C Notes"), in the principal amount of \$ _____, maturing on October 31, 1992, for the purpose of acquiring certain capital equipment more fully described in Exhibit "B" attached hereto and made a part hereof by this reference.

(c) In order to permit the various Notes of any Series issued hereunder to have varying interest rate determination methods, the Notes are being issued and sold as several sub-series, which are in the principal amounts and are designated as provided in Exhibit "C" attached hereto and made a part hereof. Each such sub-series shall be deemed to be a "Series" under this Indenture only for establishing and maintaining an interest rate determination method for such Notes.

(d) Each Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(e) The City shall promptly cause to be paid the principal of and interest on each Note issued pursuant to this Indenture at the place, at the time and in the manner provided herein and in the Notes to the true intent and meaning thereof.

Section 2.02. Interest Rate Determination Methods For The Notes.

(a) **Daily Rate.** When interest on any Series of the Notes is payable at a Daily Rate, the Comptroller will set a Daily Rate on each Business Day. Each Daily Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day the rate is set at 100% of their principal amount plus accrued interest. The Daily Rate for any non-Business Day will be the rate for the last day on which a rate was set or, upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, the rate established on the first Business Day after the date of such commencement.

If for any reason the Comptroller does not set a Daily Rate on any Business Day or a court holds that the rate set for any day is invalid or unenforceable, the Daily Rate for that day will be the average of 30-day yield evaluations at par of securities, the interest on which is exempt from federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. Initially, that rate will be the earliest rate published each day by Munifacts Wire System, Inc. The City, acting through its Comptroller, may designate a replacement publisher to the Trustee and the Remarketing Agent. If Munifacts Wire System, Inc. or such replacement publisher does not publish such a commercial paper rate on a day on which a Daily Rate is to be set, the Remarketing Agent will set the Daily Rate at 50% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced on such day by the Federal Reserve Bank of New York, converted to a coupon-equivalent rate.

(b) **Weekly Rate.** The Comptroller will set a Weekly Rate on the last Business Day before the commencement of a period during which any Series of the Notes bear interest at a Weekly Rate and each Tuesday thereafter during which interest on the Notes of such

Series is to be payable at a Weekly Rate or, if any Tuesday is not a Business Day, on the next succeeding Business Day. Each Weekly Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the date the rate is set at 100% of their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Weekly Rate or a court holds that any rate set is invalid or unenforceable, the Weekly Rate for that period will be the average of 30-day yield evaluations at par of securities (whether or not actually issued), the interest on which is exempt from federal income taxation, of at least 20 component issuers selected by the Remarketing Agent, including issuers of commercial paper, project notes, bond anticipation notes and tax anticipation notes, computed by the Remarketing Agent as of the day on which the Comptroller was to have set the Weekly Rate. When the Notes are rated by a Rating Agency in either of its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by a Rating Agency in its highest note or commercial paper rating category or (b) not have outstanding notes or commercial paper rated by a Rating Agency but have outstanding securities rated by a Rating Agency in either of its two highest long-term debt rating categories. If the Notes are rated by both Rating Agencies in a rating category that is lower than its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by one Rating Agency in its note or commercial paper rating category correlative, in the Remarketing Agent's judgment, to the long-term debt rating category of the Notes or (b) have outstanding securities rated by one Rating Agency in the same long-term debt rating category as the Notes are rated by that Rating Agency and not have any outstanding notes or commercial paper rated by such Rating Agency. The Remarketing Agent may change the component issuers from time to time in its discretion, subject to the foregoing requirements. If the Notes are not rated by a Rating Agency or the Remarketing Agent does not compute the average mentioned above, the Remarketing Agent will set the Weekly Rate at 55% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the day on which the Comptroller was to have set the Weekly Rate. Upon delivery to the Trustee of an Opinion of Bond Counsel that such action will not adversely affect the exemption of interest on the Notes of such Series from federal income taxation, the City, acting through its Comptroller, may designate a new method of setting the Weekly Rate in the event any of the above-described methods is unavailable or unrealistic in the market place.

(c) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. The Commercial Paper Rate for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller on the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at its principal amount.

If for any reason the Comptroller does not set a Commercial Paper Rate for any Commercial Paper Rate Period or a court holds that the rate set for such Commercial Paper Rate Period is invalid or unenforceable, the Commercial Paper Rate for such Note for such period will be the earliest 30-day, 60-day or 90-day tax-exempt commercial paper rate published each day by Munifacts Wire System, Inc. (or its replacement as provided in the

second paragraph of Section 3.02(a) hereof), and representing, as of the date of determination, the average of 30-day (if such Commercial Paper Rate Period is from one to 30 days in length), 60-day (if such Commercial Paper Rate Period is from 31 to 60 days in length) or 90-day (if such Commercial Paper Rate Period is from 61 to 180 days in length), as the case may be, yield evaluations at par of securities, the interest on which is exempt from federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. If Munifacts Wire System, Inc. (or its replacement) does not publish a 30-day, 60-day or 90-day tax-exempt commercial paper rate, as the case may be, on the day on which a Commercial Paper Rate is to be set, the Commercial Paper Rate of such Note for such period shall be the applicable percentage of the interest rate (the "Commercial Paper Base Rate") for 30-day, 60-day, or 90-day, as the case may be, taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the first Business Day of such Commercial Paper Rate Period as determined on the basis of the table set forth below.

Term Of Next Succeeding Commercial Paper Rate Period	Applicable Percentage Of Commercial Paper Base Rate
1-30 days	50%
31-60 days	52%
61-180 days	54%

(ii) Determination of Commercial Paper Rate Periods by Comptroller. While the Notes of any Series bear interest at a Commercial Paper Rate, the length of each Commercial Paper Rate Period (which may be from one to 180 days) for each Note of such Series shall, if the Comptroller's direction pursuant to Section 2.03(a) so requires, be determined by the Comptroller based upon the Comptroller's judgment that such length will be beneficial to the market for, or the relative yield of, such Note based upon the factors set forth in Section 2.03(b).

(iii) Determination of Commercial Paper Rate Periods by Remarketing Agent. While the Notes of any Series bear interest at a Commercial Paper Rate as a result of the City's direction pursuant to Section 2.03(a) the Commercial Paper Rate Period for each Note shall be determined by the Remarketing Agent pursuant to Section 2.03(a) unless the Comptroller's direction requires the Comptroller to make such determinations, in which event the Comptroller shall make such determinations as described in the preceding paragraph.

(iv) Limitations. Notwithstanding the foregoing:

(1) no Commercial Paper Rate Period shall be established for any Series of Notes unless the Letter of Credit securing such Notes terminates no earlier than twenty (20) days after the last day of such Commercial Paper Rate Period;

(2) if the Remarketing Agent or the Comptroller have previously determined that the Notes of any Series are to bear interest at a rate other than the Commercial Paper Rate effective as of a future date, no new Commercial Paper Rate Period shall be established for such Series unless the last day of such Commercial Paper Rate Period occurs on or before the effective date of the change to such other rate; and

(3) if neither the Comptroller nor the Remarketing Agent sets the length of a Commercial Paper Rate Period for any Note of any Series when it is required to do so, a new Commercial Paper Rate Period lasting 30 days (or until the earlier stated maturity of the Notes of such Series) will follow.

(d) Fixed Rate. The Comptroller will set a Fixed Rate for any Series of Notes on a date (the "Determination Date") no fewer than 7 nor more than 15 Business Days before the beginning of the period (the "Fixed Rate Period") in which interest on the Notes of any Series will be payable at a Fixed Rate to the maturity of such Series of Notes. The Fixed Rate for any Series will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the Determination Date at their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Fixed Rate for a Fixed Rate Period or a court holds that the rate set for a Fixed Rate Period is invalid or unenforceable, the rate for the Fixed Rate Period will be determined by the Remarketing Agent and will be the [here insert alternate rate determination method].

(5) The Interest Rate Determination Method for each Series of the Notes upon the initial delivery thereof shall be determined by the Comptroller based upon the Comptroller's judgment that such Method will be beneficial to the market for, or the relative yield of, each Series of Notes based upon the factors set forth in Section 2.03(b).

If any Series of the Notes is initially delivered bearing interest at a Commercial Paper Rate, the initial Commercial Paper Rate shall be of equal duration for all Notes of any such Series, and from and after the end of the initial Commercial Paper Rate Period such Series of Notes shall bear interest at a Daily Rate unless another Interest Rate Determination Method is designated pursuant to Sections 2.03(a) or 2.03(b) for such Series of Notes.

Section 2.03. Changes In Interest Rate Determination Method.

(a) Changes Directed by the City. The City may, acting through the Comptroller, change the method of determining the interest rate on the Notes of any Series by notifying the Paying Agent, Bank and Remarketing Agent at least 20 days prior to the proposed effective date of such change. Such notice shall contain (a) the effective date, (b) the proposed interest rate determination method, (c) if the change is to a Short Term Rate, the first Monthly Rate Evaluation Date, if any, upon which the determinations required pursuant to paragraph (2) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (d) if the change is to a Commercial Paper Rate, whether the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent and (e) if the change is to a Fixed Rate, the Determination Date. The notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the

exemption of interest on the Notes from federal income taxation. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes of such Series will be payable at the new rate on the effective date specified in the notice until there is another change as provided in this Section.

The Comptroller, upon delivering the opinions of counsel referred to in the preceding paragraph, may (a) make the determinations on each Monthly Rate Evaluation Date pursuant to paragraph (2) below or to cease to make such determinations for a specific or an indefinite period of time, (b) while the Notes of any Series bear interest at a Commercial Paper Rate require the Remarketing Agent to set the length of each Commercial Paper Rate Period pursuant to Section 2.02(c) or to cease to do so for a specific or an indefinite period of time or (c) override a determination made by the Remarketing Agent pursuant to paragraph (2) below, provided that notice of redemption pursuant to Section 2.03(d) has not yet been given.

(b) Changes Directed by the Remarketing Agent. Unless directed not to do so pursuant to Section 2.03(a) hereof, the Remarketing Agent shall consider on each Monthly Rate Evaluation Date whether the method of determining the interest rate on any Series of the Notes should be changed to a different method of Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, such Series of Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Paying Agent, the City and the Bank and will specify the effective date of the change. For purposes of this paragraph (2), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (a) the performance of such Series of Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short Term Rates or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (b) any fact or circumstance relating to such Series of Notes or affecting the market for such Series of Notes or affecting such other comparable securities in a manner which, in the judgment of the Remarketing Agent will affect the market for such Series of Notes, which in any event leads the Remarketing Agent to conclude that such Series of Notes should bear interest at the Short Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent on an intervening Monthly Rate Evaluation Date or by the City pursuant to the paragraph (1) above, the Notes of such Series shall bear interest at the Short Term Rate specified in such notice. The notice must be accompanied by an Opinion of Bond Counsel stating that the change will not adversely affect the exemption of interest on the Notes from federal income taxation.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the City, the Bank or to any other person with respect to any determination that the Notes of any Series will or will not bear interest at the current or any other Short Term Rate or the Fixed Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it

being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

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

(i) if a Commercial Paper Rate is then in effect, the effective date of any change must be the date following the last day of the Commercial Paper Rate Period of all Notes of such Series;

(ii) the effective date of all changes must be the first day of a month; and

(iii) no change shall be made in the interest rate determination method at the direction of the City pursuant to Section 2.03(a) or at the direction of the Remarketing Agent pursuant to 2.03(b) hereof if the Paying Agent shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) or Section 2.03(b), as the case may be, has been withdrawn. If the Paying Agent shall have sent any notice to the Noteholders regarding a change in rate under Section 2.03(d) then in the event of such withdrawal of opinion, the Paying Agent shall promptly notify all Noteholders of such withdrawal.

(d) Notice to Noteholders of Change in Interest Rate Determination Method. When a change in the interest rate determination method is to be made as to any Series of Notes, the Paying Agent will notify the Noteholders of such Series by first class mail at least 15 but not more than 60 days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel required by Section 2.03(a) or Section 2.03(b), as the case may be. The notice will state:

(i) that the interest rate determination method will be changed and what the new method will be,

(ii) the effective date of the new rate,

(iii) a description of the new method and the maximum interest rate, that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request and describing how to make such request,

(iv) the Interest Payment Dates and Record Dates in the new period,

(v) whether the Noteholders of such Series have a right to tender their Notes during the new period and, if they do, the procedures to follow, and

(vi) that a mandatory redemption of the Notes of such Series will result on the effective date of the change as provided in the Notes, all the information required by this Indenture to be included in a notice of redemption set forth in Section 4.03 hereof, that the owner may waive such redemption and the manner of waiving such redemption.

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

- (i) the Determination Date,
- (ii) the name of the newspaper in which, and the date on which, the Fixed Rate will be published as provided below,
- (iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of such Series,
- (iv) any ratings assigned the Notes of such Series by the Rating Agencies effective on the change,
- (v) that during the Fixed Rate Period there will be no right to tender the Notes,
- (vi) the redemption provisions to which the Notes are subject during the Fixed Rate Period, and
- (vii) that during the Fixed Rate Period Notes may be issued in denominations of \$5,000 or integral multiples of \$5,000.

If the change is to a Fixed Rate, at least 5 Business Days before its effective date the Paying Agent will publish notice of the new rate in a financial newspaper customarily published each Business Day and generally circulated in the Borough of Manhattan in New York, New York.

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

- (i) during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series,
- (ii) that on the last day of each Commercial Paper Rate Period the Notes of such Series will be redeemed unless the owner waives such redemption and setting forth the manner of waiving such redemption, and
- (iii) that no notice of any such redemption will be given to the Noteholder.

Section 2.04. Calculation of Interest Due on Notes. The Paying Agent will compute the amount of interest payable on the Notes from the rates supplied to the Paying Agent by the person setting them. The Remarketing Agent will notify the Paying Agent in writing or by telephone promptly confirmed by tested telex by 12:00 Noon, New York City time:

- (1) on the first Business Day after a month in which interest on the Notes is payable at a Daily Rate, of the Daily Rate for each day in such month,
- (2) on the last Tuesday in each month (or if such Tuesday is not a Business Day, on the next Business Day) in which a Weekly Rate was set in such month, of the Weekly Rate for each day in such month,

(3) on the first Business Day of each Commercial Paper Rate Period, of the length thereof and the Commercial Paper Rate, and

(4) on the first Business Day after a Determination Date, of the Fixed Rate set on that Determination Date.

Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Paying Agent, Comptroller and Bank orally at the oral request of any of them of any interest rate set by the Comptroller or the Remarketing Agent. The Comptroller will inform the Remarketing Agent of any interest rate set by the Comptroller. The Paying Agent will confirm the effective interest rate by telephone or in writing to any Noteholder who requests it in any manner.

The setting of the rates and the calculation of interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties.

Section 2.05. Tenders. (a) Any Noteholder of a Note bearing interest at a Daily Rate or at a Weekly Rate has the right, subject to the provisions of the second succeeding paragraph, to tender a Note, or a portion thereof, provided that such portion is \$100,000 or any multiple thereof, for payment and to receive payment therefor, all as provided in the form of the Notes. In the absence of a validly designated Remarketing Agent, notice to a Remarketing Agent shall not be necessary to a valid tender.

(b) The Paying Agent shall deposit in the Custody Account any Notes tendered and not remarketed by the Remarketing Agent and the Registrar shall register any such Notes in the name of the Bank in the books of the Registrar kept pursuant to Section 2.10 hereof. Such Notes shall not be remarketed unless the Paying Agent shall have received an Opinion of Bond Counsel stating that such remarketing will not adversely affect the exemption of interest on such Notes from federal income taxation.

(c) If an Event of Default, as defined in Section 6.01(a) hereof, has occurred and is continuing, and the Trustee has notified the Paying Agent that it has given notice by mail to the Noteholders of a declaration that all the Notes are due and payable as provided in Section 6.01(b) hereof, none of the Notes shall be subject to tender prior to the maturity thereof.

(d) Provided that sufficient funds are available on such date of tender for the payment of the principal amount of and accrued interest on any Note, or portion thereof, for which proper notice of tender has been given to the Paying Agent, then whether or not such Note shall have been delivered to the Paying Agent, from and after such date such Note, or such portion thereof, shall cease to bear interest and shall no longer be deemed to be outstanding hereunder. If (i) the Noteholder has not specified the number of the Note, or portion thereof, for which such notice of tender has been given, (ii) such Noteholder fails to tender such Note, or portion thereof, for which proper notice of tender has been given and (iii) such Noteholder is the owner of Notes of the Series regarding which such notice of tender has been given in excess of the amount for which such tender notice has been given, the Registrar in its absolute discretion is authorized to determine which of such Notes, or portions thereof, of such Series owned by such Noteholder shall be deemed tendered and no

longer outstanding. The Registrar shall give prompt telephonic, telex or telegraphic notice of such determination to such Noteholder, the Paying Agent and the Remarketing Agent; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing. Any such determination by the Registrar shall be conclusive and binding on the Paying Agent, Remarketing Agent and such Noteholder and his successors and assigns. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

Section 2.06. Form, Payment and Dating of Notes. (a) The Notes and the certificate of authentication to be executed on the Notes by the Registrar are to be in substantially the form thereof set forth in Exhibit "A" hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture and provided, further, that in the issuance of any new Note resulting from a tender of a Note, or a portion thereof, which tendered Note has been previously called for redemption, in the preparation of such new Note the Registrar shall insert the redemption date rather than the stated maturity date for such Note.

(b) The Notes shall be issuable only as fully registered Notes (registered both as to principal and interest and not registered to "Bearer") in the denomination of \$100,000 or integral multiples thereof, except Notes of any Series bearing interest at a Fixed Rate which shall be in the denomination of \$5,000 or integral multiples thereof. Notes of each Series (i) shall be numbered from 1 consecutively upwards, (ii) shall contain an appropriate prefix to such numbers to identify such Series, and (iii) shall be of a different color than the color of the Notes for any other Series.

(c) The principal of Notes shall be payable to the Noteholders upon presentation and surrender of such Notes as they respectively become due at the Principal Office of the Paying Agent. Interest on Notes shall be paid to the Noteholders on the Interest Payment Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to the address of such Noteholder as it appears on the registration books maintained pursuant to Section 2.10 hereof. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 3.10 hereof as of the close of business on the Record Date; except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Noteholders in whose name any such Notes (or any Note or Notes issued upon transfer or exchange thereof) are registered at the close of business on the Business Day next preceding the date of payment of such defaulted interest.

(d) All Notes will be dated the date of their authentication.

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

Section 2.07. Execution of Notes. Each of the Notes shall be signed and executed on behalf of the City by the facsimile signatures of the Mayor and the City Comptroller and

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

Section 2.08. Delivery and Registration. No Note shall be entitled to any right or benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in Exhibit "A" hereto, executed by the Registrar by manual signature, and such certificate upon any such Note shall be conclusive evidence, and the only evidence that such Note has been duly authenticated, registered and delivered.

Section 2.09. Lost, Destroyed, Improperly Cancelled or Undelivered Notes. If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Registrar may authenticate a new Note of like Series, date and denomination and bearing a number not contemporaneously outstanding; providing that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Registrar and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Registrar evidence of such loss or destruction, together with indemnification of the City, the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, satisfactory to such Registrar. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Registrar shall pay the same without surrender thereof if there shall be first furnished to the Registrar evidence of such loss, destruction or cancellation, together with indemnity satisfactory to it. Upon the issuance of any substitute Note, the Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Registrar may charge the Noteholder with the Registrar's reasonable fees and expenses in connection with any transaction described in this Section 2.09 except for improper cancellation by the Registrar.

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

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

Section 2.10. Transfer, Registration and Exchange of Notes. The Registrar shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City and the Trustee. The Registrar shall use its best efforts to make all necessary provisions to permit the exchange or registration of transfer of Notes at its Principal Office on the same Business Day on which such Notes are presented to it.

The transfer of any Note shall be registered upon the books of the Registrar at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Registrar, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Noteholder or his duly authorized attorney and instructions to the Paying Agent as to the method of payment requested.

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

Notes, upon surrender thereof at the Principal Office of the Registrar may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Notes of any authorized denomination of the same Series and bearing interest pursuant to the same Interest Rate Determination Method as all other Notes of such Series.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Registrar shall authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Registrar may make a charge only in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for any Series of Notes, the Registrar shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any proposed redemption of Notes nor shall the Registrar be required to make any exchange or registration of transfer of any Notes called for redemption.

Upon each registration of transfer of a Note bearing interest at a Commercial Paper Rate, the Paying Agent shall give written notice to the transferee that (a) no notices of the length of any Commercial Paper Rate Period or the Commercial Paper Rate borne by his Note during such period will be given to the owner of the Note, but that such information may be obtained, upon request, from the Remarketing Agent and setting forth the manner that such information may be obtained, (b) any Note bearing interest at a Commercial Paper Rate will be redeemed on its Interest Payment Date unless the owner chooses to

waive such redemption and setting forth the manner in which such redemption may be waived, and (c) that no notice of any such redemption will be given to the Noteholder.

Upon each registration of transfer while the Notes bear interest at a Commercial Paper Rate, or at any time the Paying Agent comes into possession of a Note bearing interest at a Commercial Paper Rate, the Paying Agent prior to any delivery of such Note to a Noteholder will attach, to the extent not already attached, and will make the appropriate insertions in, the schedule attached to the form of Note in Exhibit "A".

Section 2.11. Temporary Notes. Pending the preparation of definitive Notes, the City may execute and the Registrar shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any authorized denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Registrar upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Registrar, and the Registrar shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.12. Cancellation of Notes. All Notes which shall have been surrendered to the Paying Agent for payment or redemption, and all Notes which shall have been surrendered to the Registrar for exchange or registration of transfer, shall be cancelled by the Registrar. The Registrar shall furnish to the City, the Trustee, the Paying Agent, the Bank and the Remarketing Agent, a certificate evidencing such cancellations and specifying such Notes by number.

Article III.

Proceeds Of The Notes.

Section 3.01. Proceeds of the Notes. The proceeds from the sale of the Notes shall be deposited with the City Treasurer and used as follows:

(a) The proceeds of the Series 1988A Notes shall be used to finance the current cash requirements of the City.

(b) The proceeds of the Series 1988B Notes shall be deposited in the funds of the City and in the amounts as follows:

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

and shall be used for the purpose of paying amounts appropriated for such respective funds for the year 1988.

(c) The proceeds from the sale of the Series 1988C Notes shall be deposited in the appropriate funds of the City and used for the purpose of acquiring capital equipment as provided for in subclause (iii) of Section 2.01(b) hereof.

Article IV.

Redemption And Purchase In Lieu Of Redemption.

Section 4.01. Redemption. (a) The Notes shall be subject to redemption at par and accrued interest, if any, prior to the maturity thereof, as follows:

(i) Each Series of Notes bearing interest at a Daily Rate or a Weekly Rate shall be subject to optional redemption by the City on the first day of each month, as a whole and pursuant to the procedures in Section 4.03 hereof.

(ii) Any Series of the Notes bearing interest at a Fixed Rate shall not be subject to optional redemption by the City.

(iii) All Notes (or if different Letters of Credit are issued in respect of separate Series of Notes, then all Notes of such Series) shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement. If either of such events occur the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof.

(iv) The Notes are subject to redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes".

(v) The Series 1988C Notes shall be subject to mandatory redemption by the City, in part by lot, pursuant to the procedures in Section 4.03 hereof, in the amount of \$2,500,000 on October 31 of each of the years 1990 and 1991.

(b) In the event of the purchase by the City of less than all of the Series 1988C Notes for cancellation as provided in Section 4.02 hereof, the principal amount of such Series 1988C Notes to be paid at maturity in 1992 or required to be mandatorily redeemed shall be reduced in the inverse order of such payment at maturity or mandatory redemption, as the case may be.

Section 4.02. Purchase in Lieu of Redemption. The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to Section 2.05 hereof or to purchase any Note held in the Custody Account, upon notice to the Paying Agent and the Remarketing Agent given by irrevocable telephone, telex or telegraphic communication by the Comptroller not later than 2:00 P.M. on the Business Day preceding such day of purchase stating the principal amount and Series of Notes to be purchased; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing by the Comptroller.

Any Notes so purchased for cancellation shall be selected first from Notes on deposit in the Custody Account and thereafter from any Notes as such become available upon tender.

Section 4.03. Procedure for Redemption and Purchases in Lieu of Redemption. (a) In the event any of the Notes are called for redemption pursuant to subclauses (i) or (ii) of Section 4.01(a), and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the designated redemption date, or when any of the Series 1988C Notes are to be mandatorily redeemed pursuant to subclause (v) of Section 4.01(a), the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) if less than all of the Notes are to be redeemed, specify the Series designation of the Notes so to be redeemed, and, if less than all of the Notes of any Series are to be redeemed, specify the particular Notes to be redeemed, identified by number, and the respective principal amounts of such Notes to be so redeemed, (iii) state any condition to such redemption, and (iv) state that on the redemption date, and upon the satisfaction of any such condition, the Notes to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail to the Noteholders so affected at least thirty (30) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. Any notice mailed as

provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(b) In the event any of the Notes are called for redemption pursuant to subclause (iii) of Section 4.01(a) hereof, within five Business Days after the receipt by the Paying Agent of the notice to be given by the Bank pursuant to such subclause, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes, or Series of Notes, to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest. Such notice may set forth additional information relating to such redemption. Unless the Paying Agent shall have received notice from the Bank rescinding the notice given pursuant to subclause (iii) of Section 4.01(a) of this Indenture, notice shall be given by mail to the Noteholders not less than five (5) days nor more than ten (10) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(c) When Notes are called for redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes", and the Notes provide that they will be redeemed or purchased by the City, the City may direct the purchase of some of or all the Notes called for redemption if it gives a notice to the Paying Agent and the Bank by the day before the redemption date that it wishes the Notes to be purchased, the principal amount of which is specified in the notice. The Paying Agent will purchase Notes called for redemption pursuant to the paragraph in the Notes captioned, "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" unless otherwise instructed in writing by the City before the redemption date.

(d) Notes purchased pursuant to tenders as provided in the Notes or in lieu of redemption as provided in the foregoing section will be offered for sale by the Remarketing Agent as provided in this section except as follows:

(i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (iii) of Section 4.01(a) will be canceled.

(ii) Notes called for redemption under "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate" in the Notes may be remarketed before the redemption date only if the buyer receives a copy of the redemption notice.

(iii) Notes deposited in the Custody Account may be remarketed only if the Opinion of Bond Counsel required by Section 3.05(b) hereof is provided to the Paying Agent.

(iv) Notes will be offered for sale under this section during the continuance of an Event of Default or an event which with the passage of time or the giving of notice or both may become an Event of Default only in the sole discretion of the Remarketing Agent.

(e) Any Notes, or portions thereof, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders.

Section 4.04. No Partial Redemption of Notes After Default. Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in clauses (i), (ii) or (iii) of Section 6.01(a) hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

Article V.

Creation Of Funds And Security For Notes.

Section 5.01. Creation of Note Fund. There is hereby created and established a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1988, Note Fund." The Note Fund shall be held by the Trustee on behalf of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear. The Note Fund shall contain the following three accounts: the Series 1988A Notes Account; the Series 1988B Notes Account; and the Series 1988C Notes Account.

Section 5.02. Deposits into Note Fund. (a) The City shall deposit into the appropriate account within the Note Fund the moneys pledged under this Indenture to the reimbursement of the Bank for the payment of the Notes under the Letter of Credit or for the payment of the Series 1988A Notes when necessary, unless a levy has been made as provided in Section 5.07 hereof, in which case, as such moneys become available, and as to the Series 1988B and Series 1988C Notes as such moneys become available and in accordance with the provisions of the Reimbursement Agreement. As to the Series 1988A Notes, such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Series 1988A Notes, which moneys shall include the proceeds of the collection of the taxes levied, if any, pursuant to Section 5.07 hereof. As to the Series 1988B Notes, [(i) if secured as provided in Section 5.08(a) hereof, such moneys shall consist of that part of the proceeds of the collection of the taxes levied for the year

1988 pledged by the City pursuant to Section 5.08(a) hereof and (ii) if secured as provided in Section 5.08(b) hereof, such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Series 1988B Notes, which moneys shall include the proceeds of the collection of taxes levied, if any, pursuant to Section 5.08(b) hereof]. As to the Series 1988C Notes, such moneys shall consist of the proceeds of the collection of the taxes levied pursuant to Section ____ of Note Ordinance and other moneys of the City legally available therefor.

(b) The City may deposit lawfully available funds into any account of the Note Fund and may use lawfully available funds for the direct reimbursement of the Bank for the payment of Notes under the Letter of Credit or for direct payment to the Paying Agent for the payment of the principal of and interest on the Notes if the Bank fails to honor a proper draw on the Letter of Credit.

Section 5.03. Use of Moneys in the Note Fund. (a) Moneys deposited in the separate accounts within the Note Fund shall be remitted by the Trustee to the Bank in an amount sufficient, to the extent available therein, to reimburse the Bank for any draw under the Letter of Credit in accordance with the provisions of the Letter of Credit and the Reimbursement Agreement.

(b) Any notification by the Bank to the Trustee in respect of prepayment of advances pursuant to the provisions of the Letter of Credit and Reimbursement Agreement shall constitute an authorized instruction to transfer funds to the Bank. If such notice is received by the Trustee prior to 2:00 P.M. the Trustee shall, to the extent sufficient funds are available in the appropriate account of the Note Fund, remit immediately available funds on such day to the Bank.

(c) Moneys on deposit in the Note Fund shall be used to pay principal, interest or a tender or redemption price directly to the Paying Agent only at such time as the Bank has failed to honor a proper draw under the Letter of Credit. In all other events, principal, interest and tender and redemption prices on the Notes shall be paid first from the proceeds of the Letter of Credit, and moneys on deposit in the Note Fund shall be used to reimburse the Bank pursuant to the terms of the Reimbursement Agreement.

(d) In no event shall the Trustee remit any funds in any of the three accounts within the Note Fund to the Bank for the purpose of reimbursing the Bank for any draw on the Letter of Credit for the payment of principal or interest on the Notes or for purchase of any Note which is not payable from the particular account within the Note Fund or remit any funds in any of the three accounts within the Note Fund to the Paying Agent for the purpose of paying principal or interest on the Notes or for the purchase of any Note which is not payable from the particular account within the Note Fund. Payments from such accounts shall be made only to and for purposes for which such accounts have been created and designated.

Section 5.04. Custody of Note Fund; Withdrawal of Moneys. (a) The Trustee shall keep custody of the Note Fund and shall withdraw moneys from the Note Fund only for the purposes and in accordance with the provisions of Sections 4.03, 4.14 and 7.04 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any

investments permitted by the Reimbursement Agreement upon the direction of the Treasurer. The income from such investments shall be credited to the particular account within the Note Fund from which the investment was made.

(b) All moneys required to be deposited with or paid to the Trustee for deposit into the Note Fund under any provision hereof, all moneys withdrawn from the Note Fund or drawn under the Letter of Credit and held by the Trustee, and all investments held as a part of the Note Fund, shall be held by the Trustee, in trust for the benefit of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear.

Section 5.05. Letter Of Credit.

(a) The Paying Agent, acting independently of the City but on behalf of and for the benefit of the Noteholders, shall draw moneys under the Letter of Credit in accordance with the terms thereof to make timely payments of principal of the Notes required to be made whether upon stated maturity or upon redemption and interest on the Notes on any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to meet the requirements of Section 2.05 and Section 4.03 hereof.

On the date on which any Series of Notes bears interest at the Commercial Paper Rate, and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Commercial Paper Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Commercial Paper Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the maximum rate of interest on the Notes permitted by the Reimbursement Agreement.

On the first Business Day of each calendar month after any Series of Notes bears interest at a Fixed Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Fixed Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the rate of interest on the Notes.

In the event that any Series of Notes bears interest at the Commercial Paper Rate or at a Fixed Rate and the interest coverage under the Letter of Credit shall exceed interest coverage for 73 days computed at the maximum rate of interest borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall make draws under the Letter of Credit at the times permitted therein to pay accrued and unpaid interest on the Series of Notes bearing interest at such Commercial Paper Rate or Fixed Rate.

(c) The City may deliver to the Paying Agent an Alternate Letter of Credit provided that (i) the conditions precedent to such delivery as specified in the definition of Alternate Letter of Credit are satisfied; (ii) the City shall notify the Trustee, Paying Agent, Remarketing Agent and Bank not less than 30 days prior to the delivery thereof of its intent to deliver an Alternate Letter of Credit; and (iii) the Paying Agent shall give notice by mail to Noteholders of the intended delivery of such Alternate Letter of Credit not less than 15 days prior to the delivery of such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and promptly surrender the previously held Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. If at any time there shall cease to be any Notes Outstanding hereunder, the Paying Agent shall promptly surrender the Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. The Paying Agent shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(d) Following the receipt by the Paying Agent and the Remarketing Agent of a Noteholder's notice of intention to tender a Note as provided in Section 2.05 hereof, the Paying Agent shall, not later than 11:45 A.M., on the day on which such Note is to be tendered as provided in such notice, draw on the Letter of Credit an amount sufficient to pay the principal of and accrued interest on such Note to be tendered or deemed tendered. No later than 1:00 P.M. on the day on which such Note is to be tendered as provided in such notice, the Remarketing Agent shall notify the Paying Agent of the principal amount of the Notes which have been remarketed. No later than 2:00 P.M. on such day the Remarketing Agent shall pick up and pay for the remarketed Notes in immediately available funds, which funds shall be held for the benefit of the Bank. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or purchased by the City pursuant to Section 4.02 hereof.

(e) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, telegraphic or telephonic notice, such telephonic notice to be promptly confirmed in writing, to the Bank, Trustee, City, Remarketing Agent and the Registrar of any reduction in the amount of the Letter of Credit as a result of the payment or provision for payment of Notes, whether at maturity or upon redemption, or the cancellation of Notes pursuant to Section 4.02 hereof.

(f) So long as any of the Notes are outstanding in accordance with the provisions hereof the City covenants to maintain the Letter of Credit in an amount sufficient to make timely payments of the principal of and interest on the Notes when due under the provisions hereof. The amount available to be paid under the Letter of Credit in respect of interest on the Notes shall be determined by the Comptroller and shall not exceed 215 days interest on

the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement.

Section 5.06. Creation of Service Fund. (a) Any moneys held by the Paying Agent representing moneys drawn under the Letter of Credit or paid over to the Paying Agent by the Trustee or the City, shall be held in trust by the Paying Agent in a trust account on behalf of the City and the Noteholders, as their interests may appear, and to be designated "City of Chicago General Obligation Tender Notes, Series 1988, Service Fund" (the "Service Fund"). The Service Fund shall contain the following three accounts: the Series 1988A Notes Account, the Series 1988B Notes Account and the Series 1988C Notes Account. Moneys shall be deposited in the appropriate account reflecting the Series of Notes for which such moneys were received. The Paying Agent shall keep custody of the Service Fund and shall withdraw money therefrom only for the purpose of paying the principal of and interest on the Notes and for the purpose and in accordance with the provisions of Sections 4.13 and 4.14 hereof.

(b) The Series 1988A Notes Account, the Series 1988B Notes Account and the Series 1988C Notes Account shall each contain a Letter of Credit Subaccount and a General Subaccount. All moneys obtained under the Letter of Credit shall be deposited in the Letter of Credit Subaccount of the appropriate account and all other moneys held in the Service Fund shall be deposited in the General Subaccount of the appropriate account.

(c) The Comptroller is hereby authorized to enter into such agreements with the Trustee providing for the further segregation of moneys held in the Service Fund or the Note Fund into additional subaccounts as may be necessary for carrying out the purposes of this Indenture.

(d) Pending the need for the funds in the Service Fund, the Paying Agent may invest such funds, at the direction of the Comptroller, in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall have maturities not in excess of thirty (30) days from the date of such investment. All amounts invested shall mature so as to insure timely payment on the Notes.

Section 5.07. Tax-Levy for Reimbursement of the Bank for Drawings to Pay the Series 1988A Notes or for the Payment of the Series 1988A Notes. Unless the Comptroller shall certify to the Bank on or before December 1, 1988, that sufficient funds are legally available and will be used to reimburse the Bank on December 31, 1988 for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1988A Notes, or to pay the principal of and interest on Series 1988A Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before December 31, 1988, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before December 31, 1989 or to pay the principal of and interest on the Series 1988A Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1988A Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy such taxes so levied shall be abated.

The City Treasurer is hereby ordered and directed to deposit the proceeds of such taxes, if levied and collected, into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.08. Security for the Series 1988B Notes. [Either (a) or (b) to be used depending on choice of security] (a) In the event that the Comptroller shall determine to secure the Series 1988B Notes in accordance with this Section 5.08(a), from the proceeds of taxes levied by the City for the year 1988 for the Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund, the City Treasurer is hereby ordered and directed to deposit proceeds thereof into the Note Fund in an amount sufficient to reimburse the Bank in accordance with the terms of the Reimbursement Agreement or to pay the principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

(b) In the event that the Comptroller shall determine to secure the Series 1988B Notes in accordance with this Section 5.08(b), the Series 1988B Notes shall be payable from funds on hand of the City and lawfully available. Unless the Comptroller shall certify to the Bank on or before October 1, 1989, that sufficient funds are legally available and will be used to reimburse the Bank on October 31, 1989, for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1988B Notes, or to pay the principal of and interest on the Series 1988B Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before October 31, 1989, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before October 31, 1990, or to pay the principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1988B Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5.08(b) into the Series 1988B Notes Account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

(c) The City covenants that other than the Series 1988B Notes, it will make no further borrowings payable from the proceeds of the taxes levied for the purposes referred to in Section 5.08(a) hereof unless such borrowings are junior and subordinate in all respects to the City's obligation to reimburse the Bank for any draw under the Letter of Credit for the purpose of paying principal of and interest on the Series 1988B Notes or to pay principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

Section 5.09. Levy of Taxes for Reimbursement of the Bank for Drawings to Pay the Series 1988C Notes or for the Payment of the Series 1988C Notes. For the purpose of providing the funds required to reimburse the Bank for the payment of drawings to pay the principal of and interest (calculated at 6% per annum) on the Series 1988C Notes promptly as the same become due at maturity, or to pay the principal and interest on the Series 1988C Notes if the Bank has failed to honor a proper draw on the Letter of Credit the City

has levied, pursuant to Section ____ of the Note Ordinance, a direct annual tax upon all taxable property in the City.

The City Treasurer is hereby ordered and directed to deposit the proceeds of such taxes so levied into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.10. Insufficiency of Taxes to Pay Reimbursement Obligations and the Letter of Credit Note. (a) In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Reimbursement Agreement and the Letter of Credit Note as the same become due.

(b) The Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(c) The City shall promptly cause to be paid its obligations under the Reimbursement Agreement and the Letter of Credit Note at the place, at the time and in the manner provided therein.

(d) In the event a payment is made in accordance with the Reimbursement Agreement as set forth above, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such payment.

Section 5.11. Notes Not Presented for Payment. (a) In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders, the Paying Agent shall segregate and hold such moneys in the Service Fund, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture or relating to said Notes.

(b) Any moneys which the Paying Agent shall segregate and hold in trust for the payment of the principal of or interest on any Note and which shall remain unclaimed for two years after such principal or interest has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Paying Agent, be paid to the City. After the payment of such unclaimed moneys to the City, the Noteholder shall thereafter look only to the City for the payment thereof, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

Section 5.12. Payment to City. (a) Any moneys remaining in the Note Fund after the right, title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, shall be paid to the City.

(b) Except as provided in Section 5.11(b) hereof, after all covenants, agreements and obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, any moneys remaining in the Service Fund shall be paid to the City.

(c) Any moneys remaining in any account of the Note Fund or held by the Trustee or the Paying Agent for a particular series of the Notes shall be paid to the City after the right or title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders of such series shall have been satisfied and discharged in accordance with the provisions hereof.

(d) The Trustee and the Paying Agent shall be entitled to rely upon notice from or confirmation by each individual entity that its interests have been satisfied in releasing such moneys.

Article VI.

General Covenants Of City.

Section 6.01. Performance of Covenants. The City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and the Remarketing Agreement, and in all proceedings pertaining thereto.

Section 6.02. Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the "Code"), or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all

covenants, representations and assurances contained in a certificate or agreement regarding tax-exemption to be prepared by counsel approving the Notes; (c) to consult with such counsel and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to comply and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Article VII.

Events Of Default And Remedies.

Section 7.01. Events of Default. (a) Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

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

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

(iii) a failure to pay the principal of and accrued interest on any validly tendered Note under the provisions of Section 3.05 hereof, to the holder thereof upon the same Business Day such Note is tendered;

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

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than 25% of the principal amount of Notes then outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in the immediately preceding paragraph, the Trustee may, and at written request of Noteholders owning not less than 25% in principal amount of Notes then outstanding, shall, by written notice to the City, the Remarketing Agent, the Paying Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Notes to the contrary notwithstanding, and the Trustee shall give notice thereof to the City and the Bank, and shall give notice thereof by mail to all Noteholders owning Outstanding Notes.

Section 7.02. Remedies. (a) Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Bank or Noteholders owning not less than 25% in principal amount of the Notes then outstanding and receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

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

(ii) bring suit upon the Notes; or

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

(b) In the event that notice of the occurrence and continuance of an Event of Default has been mailed, as provided in Section 7.01(b) hereof, the Paying Agent shall assign the Letter of Credit to the Trustee and the Trustee shall pursue all remedies thereunder and hereunder and shall assume all duties of the Paying Agent and Registrar.

Section 7.03. Rescission of Notice of Acceleration; Restoration to Former Position. (a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (iii) of Section 4.01(a) hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given by mail to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that the Letter of Credit in respect of which the Bank had previously given notice pursuant to subclause (iii) of Section 4.01(a) hereof has been reinstated to the amount covered by such Letter of Credit immediately preceding the giving of such notice by the Bank. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice by mail to the Noteholders of such mandatory redemption, to the City, the Trustee, the Bank and the Remarketing Agent.

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

Section 7.04. Noteholders' Right to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Noteholders owning a majority in principal amount of the Notes then outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture.

Section 7.05. Limitation on Noteholders' Right to Institute Proceedings. No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than 25% in principal amount of the Notes then outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding; it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

Section 7.06. No Impairment of Right to Enforce Payment. Notwithstanding any other provision in this Indenture, the right of any Noteholder to receive payment of the principal of and interest on such Note, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Section 7.07. Proceedings by Trustee Without Possession of Notes. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceedings instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

Section 7.08. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee, the Bank or to Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.09. No Waiver of Remedies. No delay or omission of the Trustee, the Bank or of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.10. Application of Moneys. Any moneys received by the Trustee, by any receiver or by any Noteholder pursuant to any right given or action taken under provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, the Paying Agent or the Registrar, such receiver or Noteholder, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which had matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, with interest on overdue installments, if lawful, at the rate of six per cent per annum, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of the ordinance) with interest on such Notes at the rate of six per cent per annum from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, with interest on overdue interest and principal, as provided in clause (a) of this Section 7.10, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 7.03 hereof, then, subject to the provisions of clause (b) of this Section 7.10 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the moneys shall be applied in accordance with the provisions of clause (a) of this Section 7.10.

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

Section 7.11. Severability of Remedies. It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

Article VIII.

Appointment And Duties Of Various Parties.

Section 8.01. Appointment of Trustee. The City hereby appoints (i) _____, as Trustee, and (ii) _____, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance of the Trustee and of the Paying Agent and Registrar shall be evidenced by their execution and delivery of this Indenture. The City and the Noteholders by their delivery and acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

Section 8.02. No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the Notes, save only the Registrar's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee or the Paying Agent and Registrar, and the Trustee and the Paying Agent and Registrar do not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Section 8.03. Limitations on Liability. (a) The Trustee or Paying Agent or Registrar may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee or Paying Agent or Registrar shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever

in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee or Paying Agent or Registrar shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

(b) The Registrar and the Paying Agent shall at all times have and perform only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Registrar or the Paying Agent. Neither the Registrar nor the Paying Agent nor any of their respective officers, employees, attorneys or agents shall be liable to the City, any Noteholder, the Remarketing Agent or the Bank for any action taken or omitted to be taken hereunder except for negligence or wilful misconduct provided that this sentence does not extend the duties established by, or limit the exculpatory effect of, any other provision of this ordinance, and provided further that the Paying Agent and Registrar shall not be liable for any error of judgment made in good faith by an officer of the Paying Agent and Registrar.

Section 8.04. Compensation, Expenses and Advances. (a) The Trustee, the Paying Agent and the Registrar under this Indenture shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of their negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee, the Paying Agent and the Registrar without creating a default hereunder. If an Event of Default under this Indenture shall otherwise exist, the Trustee, the Registrar and the Paying Agent shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of their compensation and the reimbursement of their expenses and any advances made by them, as provided in this section, upon the moneys and obligations in the Note Fund, except for proceeds of drawings under the Letter of Credit and except for moneys or obligations deposited with or paid to the Paying Agent for the redemption or payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof and funds held pursuant to Section 5.11 hereof.

(b) The Remarketing Agent shall be entitled to compensation and the reimbursement of expenses as provided in the Remarketing Agreement.

Section 8.05. Notice of Events of Default. (a) The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01(a) hereof, unless specifically notified in writing of such default or Event of Default by Noteholders owning at least 25% in principal amount of the Notes then outstanding.

(b) The Paying Agent shall give telegraphic or telex or telephonic notice to the Trustee, promptly confirmed in writing, of any Event of Default under clauses (i) and (ii) or, upon having notice thereof, (iii) of Section 7.01(a) hereof.

Section 8.06. Several Capacities. Anything in this Indenture to the contrary notwithstanding, the same entity shall serve as Paying Agent and Registrar and may serve hereunder as the Trustee, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law; provided, however, that any resignation of any of such capacities by any such entity shall require the resignation of such entity from all of such capacities; and provided, further, however, that the Paying Agent, Registrar and Remarketing Agent shall all have their principal offices in the City of New York, New York.

Section 8.07. Good Faith Reliance. The Trustee, the Paying Agent and the Registrar in the absence of bad faith on their part, shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee, the Paying Agent and the Registrar shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

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

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee, the Paying Agent and the Registrar may conclusively rely upon, a written instrument from the City signed by its Comptroller as to any fact or circumstance concerning which the Trustee requests verification, the Trustee, the Paying Agent and the Registrar may conclusively rely upon a certificate signed by such Comptroller.

Section 8.08. Dealings in Notes and With City. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, may buy, sell, own, hold and deal in any of the Notes issued hereunder for its own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

The City, acting through its Comptroller and Treasurer, may buy, sell, own and hold any of the Notes issued hereunder for its own account; provided, however, that such Notes may only be bought through the Remarketing Agent and provided further however, that such Notes may only be sold or remarketed if the City has received an Opinion of Bond Counsel

stating that such sale or remarketing will not adversely affect the exemption of interest on the Notes from federal income taxation.

Section 8.09. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Paying Agent, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.13 hereof.

Section 8.10. Removal of Trustee. The Trustee may be removed at any time prior to any Event of Default by the City by filing with the Trustee to be removed, and with the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating a successor and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Section 8.11. Appointment of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Paying Agent, Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Trustee so appointed by the City shall immediately and without further act supersede the predecessor Trustee.

Section 8.12. Qualifications of Successor Trustee. Every successor Trustee (a) shall be a bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.13. Judicial Appointment of Successor Trustee. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of

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

Section 8.14. Acceptance of Trusts by Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04(a) hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

Section 8.15. Successor by Merger or Consolidation. Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.16. Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder other than an Event of Default under clause (iv) of Section 7.01(a) hereof, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least 25% in principal amount of the Notes then outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing proviso is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

Section 8.17. Duties of the Trustee. The Trustee covenants and agrees:

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

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

Section 8.18. Resignation of Paying Agent and Registrar. The Paying Agent and Registrar may resign and be discharged of the duties created by this Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the City, the Trustee, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Paying Agent and Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent and Registrar. If the successor Paying Agent and Registrar shall not have been appointed within a period of 90 days following the giving of notice, then the Paying Agent and Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent and Registrar as provided in Section 8.22 hereof.

Section 8.19. Removal of Paying Agent and Registrar. The Paying Agent and Registrar may be removed at any time prior to any Event of Default by the City by filing with the Paying Agent and Registrar to be removed, and with the Trustee, Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Section 8.20. Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent and Registrar and a successor may be appointed, and in case at any time the Paying Agent and Registrar shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Paying Agent and Registrar, the successor Paying Agent and Registrar, the Trustee, the Remarketing Agent and the Bank, and to be given by mail to all Noteholders. Any new Paying Agent and Registrar so appointed by the City shall immediately and without further act supersede the predecessor Paying Agent and Registrar.

Section 8.21. Qualifications of Successor Paying Agent and Registrar. Every successor Paying Agent and Registrar (a) shall be a commercial bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof and (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.22. Judicial Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and the Registrar shall resign and no appointment of a successor Paying Agent and Registrar shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent and Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent and Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent and Registrar.

Section 8.23. Acceptance of Duties by Successor Paying Agent and Registrar. Any successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent and Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent and Registrar herein. Upon request of such Paying Agent and Registrar, such predecessor Paying Agent and Registrar, and the City shall execute and deliver an instrument transferring to such successor Paying Agent and Registrar all the estates, property, rights, powers hereunder of such predecessor Paying Agent and Registrar and, subject to the provisions of Section 8.04(a) hereof, such predecessor Paying Agent and Registrar shall pay over and deliver to the successor Paying Agent and Registrar all moneys and other assets at the time held by it hereunder.

Section 8.24. Successor by Merger or Consolidation. Any corporation into which any Paying Agent and Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent and Registrar hereunder shall be a party, shall be the successor Paying Agent and Registrar under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.25. Duties of Paying Agent. The Paying Agent (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Paying Agent will agree, particularly:

- (a) to hold all sums held by it for the payment of the principal of or interest on Notes in trust for the benefit of the Noteholders until such sums shall be paid to such Noteholders or otherwise disposed of as herein provided;

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

(c) provide such information and reports to the Comptroller as shall be reasonably requested in writing by the Comptroller.

Section 8.26. Duties of Registrar. The Registrar (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Registrar will agree, particularly:

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

(b) to provide such information and reports to the Comptroller as shall reasonably be requested in writing by the Comptroller.

Section 8.27. Payments by Paying Agent and Registrar. Any provision of this Indenture to the contrary notwithstanding, the Registrar and the Paying Agent shall never be required to make any payments or purchase any tendered Notes except from funds provided by the Bank, the Trustee, the City or the Remarketing Agent and no provision of this Indenture shall require the Paying Agent and Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Section 8.28. Remarketing Agent. The City hereby appoints _____ as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

Section 8.29. The Bank. The City hereby appoints _____ as the Bank, in its capacity as issuer of the Letter of Credit.

Section 8.30. Limitations upon Rights. Notwithstanding any other provision of this Indenture to the contrary, no right granted to the Trustee, Paying Agent, Remarketing Agent, Registrar or any other entity ever appointed in any capacity under this Indenture shall ever be construed to grant to such entities, or any of them, any rights with respect to any properties or facilities of the City. The operations of the City are essential to the public welfare and safety and shall never be subject to any control, supervision or direction of such entities or any of them. Such entities, by their acceptance of the trusts and other obligations created under this Indenture, hereby assent to the foregoing limitations and agree to be bound thereby for all purposes.

Article IX.

Amendment To This Indenture.

Section 9.01. Limitations on Amendments of this Indenture. This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions hereof.

Section 9.02. Amendments Without Noteholder Consent. (a) The City may, from time to time and at any time, without the

consent of or notice to the Noteholders, but upon notice to, and with written consent of, the Bank, the Trustee and the Paying Agent amend this Indenture as follows:

- (i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;
- (ii) to grant to or confer or impose upon the Trustee or the Paying Agent for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee or the Paying Agent without its consent;
- (iii) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;
- (iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;
- (v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;
- (vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clauses (i), (ii) or (iii) of Section 9.02(a) hereof and which, in the judgment of the Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee or the Paying Agent; and

(viii) to provide any amendment necessary for uncertificated Notes or coupons and bearer Notes or Notes registered as to principal only.

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

Section 9.03. Amendments With Noteholder Consent.

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

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

(c) Within two years after the date of the first mailing of such notice, the City, the Trustee and the Paying Agent may approve such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with its terms and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

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

Section 9.04. Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Paying Agent, the Bank and all Noteholders owning Notes then outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

Section 9.05. Consent of Bank Required. Anything herein to the contrary notwithstanding, any Supplemental Indenture under this Indenture which affects any rights, powers, remedies, agreements or obligations of the Bank under this Indenture, or requires a revision of the Letter of Credit shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of any Supplemental Ordinance shall be furnished to the Bank, Moody's and S.&P., by the Trustee.

Article X.

Miscellaneous.

Section 10.01. Parties in Interest. (a) Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders.

(b) The provisions of this Indenture shall constitute a contract between the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the holders of the Outstanding Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Notes.

Section 10.02. Severability. In case any one or more of the provisions of this Indenture or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes,

and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

Section 10.03. No Personal Liability of Officials of City. No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note or under the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes, the Letter of Credit Note or the execution and delivery of the Reimbursement Agreement.

Section 10.04. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 10.05. Governing Law. The laws of the State of Illinois shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder; provided, however, that the administration of the trusts imposed upon the Trustee and the Paying Agent by this Indenture shall be governed by, and construed in accordance with, the laws of the respective jurisdictions in which the Trustee and the Paying Agent have their Principal Offices.

Section 10.06. Notices. (a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Paying Agent, the Registrar, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at _____, Chicago, Illinois _____, Attention: Corporate Trust Department; if to the Paying Agent, other than with respect to tenders, at the address designated to the City and, with respect to tenders, at such other or similar address as shall be designated to the City; if to the Registrar or the Remarketing Agent, at the address designated to the City; and if to the Bank, to the address designated in the Letter of Credit. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, telex or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any new Trustee or Paying Agent, (ii) the termination of the Letter of Credit, (iii) any intention to obtain an Alternate Letter of Credit as provided in clause (c) of Section 5.05 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement (or the Custody Agreement executed in connection therewith), or the Remarketing Agreement which, in the opinion of the City, the Trustee or the Paying Agent, is deemed to be a material change, (vi) any replacement of the Remarketing Agent or (vii) any change in the interest rate determination method hereunder, directly to: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Municipal Department--Structured Finance Group, and to Standard and Poor's

Corporation, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

Section 10.07. Business Days And Times.

(a) If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

(b) All times for the making of any payment or the performance of any Act, as provided in this Indenture, shall mean the local time prevailing in the City of New York, New York..

Section 10.08. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this Indenture, the provisions of this Indenture shall be controlling. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Indenture.

In Witness Whereof, the City of Chicago, Illinois has caused this Indenture to be executed by its Mayor, attested by its City Clerk and its corporate seal to be affixed hereto; _____ has caused this Indenture to be executed by one of its _____ Vice Presidents, attested by one of its _____ and its corporate seal to be affixed hereto; and _____ has caused this Indenture to be executed by one of its _____ Vice Presidents, attested by one of its _____, all as of the day and year first above written.

City of Chicago, Illinois

(Seal)

Mayor

Attest:

as Trustee

(Seal)

Vice President

Attest:

as Paying Agent

(Seal)

Vice President

Attest:

[Exhibit "B" attached to this Trust Indenture
unavailable at time of printing.]

Exhibits "A" and "C" attached to this Trust Indenture read as follows:

Exhibit "A"

(Form Of Note).

A. Forms Generally. The Notes, the Certificate of Authentication and the Form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Exhibit "A" with such appropriate insertions, omissions, substitutions and other

variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form Of Registered Note.

(Front Side)

Registered
No. _____

Principal Amount
\$ _____

United States Of America

State Of Illinois

City Of Chicago

General Obligation

Tender Note,

Series 1988 _____

Maturity
Date: _____

Redemption Date: _____

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (hereinafter the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Dated Date (identified above) until payment of said Principal Amount has been made or duly provided for at the rates and on the dates set forth herein. This Note, or a portion hereof, shall be purchased on the demand of the Noteholder as hereinafter described. The principal of this Note is payable at the principal corporate trust office of _____, New York, New York, or its successors or assigns, as Paying Agent (the "Paying Agent"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Paying Agent in the manner provided in the Indenture.

If an Event of Default (as defined in the Indenture) has occurred and is continuing and the principal of all the Notes shall have been declared due and payable by _____, Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee") and notice thereof mailed to the Noteholders then the principal hereof shall be payable at the principal corporate trust office of the Trustee and the payment of interest hereon shall be made by such Trustee as provided in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form as required by law.

No covenant or agreement contained in this Note or the Indenture shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the officials of the City, nor any official executing this

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UNFINISHED BUSINESS

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Note, shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance or sale of this Note.

This Note shall not be entitled to any right or benefit under the Indenture, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by the execution by the Registrar, or its successor as Registrar, of the certificate of authentication inscribed hereon.

In Witness Whereof, the City of Chicago has caused the seal of that City to be imprinted by facsimile hereon and this Note to be signed by the facsimile signatures of its Mayor and City Comptroller and attested by the facsimile signature of the City Clerk.

(facsimile signature)

Mayor, City of Chicago

(facsimile signature)

City Comptroller, City of Chicago

(Seal)

Attest:

(facsimile signature)

City Clerk, City of Chicago

Dated:

Certificate Of Authentication

This is to certify that this
Note is one of the Notes
described in the within
mentioned Indenture.

_____, as Registrar

By: _____
Authorized Signature

(Form Of Note -- Reverse Side).

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1988, of the City, consisting of Series 1988A, 1988B and 1988C (the "Notes"), issued under and pursuant to the Constitution and the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of _____ 1, 1988, between the City and the Trustee (the "Indenture"), for the purpose of providing funds to (i) finance current cash flow requirements of the City, (ii) anticipate the receipt of taxes levied for specific purposes by the City for the year 1988, and (iii) finance the acquisition of certain equipment for the City.

2. Definitions. Any term used herein as a defined term but not defined herein shall be defined as in the Indenture.

3. Source of Payments. The City has caused to be delivered to the Paying Agent an irrevocable letter of credit (the "Letter of Credit") of _____ (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms not earlier than the maturity date of the Notes. The Paying Agent shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Paying Agent to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase or purchased in lieu of redemption and not remarketed, plus (b) an amount equal to not less than seventy-two (72) nor more than two hundred fifteen (215) days' accrued interest on the Outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Paying Agent of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources and each such Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. Interest Rate. Interest on this Note will be paid at a Daily Rate, a Weekly Rate, a Commercial Paper Rate or a Fixed Rate as selected by the City and in certain cases the Remarketing Agent (as hereinafter defined) and as determined in accordance with the Indenture. While there exists an Event of Default under the Indenture, the interest rate on the Notes will be the rate of six percent (6%) per annum. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent may change the interest rate

determination method from time to time. A change in the method will result in redemption of the Notes (see "Redemptions" below).

When interest is payable at a Daily, Weekly or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 in leap years), and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the rate of six percent (6%) per annum.

5. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Note from the last date to which interest was paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

<u>Rate</u>	<u>Interest Period</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Daily	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Weekly	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Commercial Paper	From 1 to 180 days as deter- mined for each Note pursuant to the ordinance ("Commercial Paper Rate Period")	Last Day of appli- cable Commercial Paper Rate Period	Last Business Day before Interest Payment Date
Fixed	From any Interest Payment Date in such Fixed Rate Period or the first day of such Period through the next succeeding (i) June 30 or December 31 prior to maturity,	Next Day	(i) Prior to the maturity of any Series of Notes, the fifteenth day of the month (June or December) before the payment date

<u>Rate</u>	<u>Interest Period</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
	(ii) December 30, at the time of maturity of Series 1988A Notes or (iii) October 30, at the time of maturity of the Series of 1988B Notes or the Series 1988C Notes		and (ii) in connection with the maturity date of any Series of Notes, the fifteenth day of the month in which the maturity date occurs

"Business Day" is defined in the Indenture. Payment of defaulted interest will be made to holders of record on the fifth-to-last Business Day before payment.

6. Method of Payment. Holders must surrender Notes to the Paying Agent or the Remarketing Agent, as the case may be, to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the registered holder hereof as of the Record Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to such holder's registered address. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. If any payment on the Notes is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the Paying Agent to purchase a Note at its holder's option under the provisions of this Section 7 at 100% of the principal amount plus interest accrued to the date of purchase.

Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note by delivering:

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (see addresses below) by 10:30 A.M., New York City time, on a Business Day, stating the principal amount and Series of the Note and the date (which may be the date the notice is delivered) the Note is to be purchased, and

(b) the Note to the Remarketing Agent (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below).

Weekly Rate Tender. When interest on the Notes is payable at a Weekly Rate, a holder of a Note may tender the Note by delivering:

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (addresses below) on a Business Day stating the principal amount and Series of the Note and the date, which must be a Business Day at least seven days after the notice is delivered, on which the Note is to be purchased, and

(b) the Note to the Paying Agent by 10:00 A.M., New York City time, on the date of purchase (see additional requirements below).

Payment of Purchase Price. The purchase price for a Note tendered to the Paying Agent will be paid in immediately available funds by the close of business on the date of purchase.

Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices to
Remarketing Agent

Notes and Notices
to Paying Agent

Notes to
Remarketing Agent

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses. All tendered Notes must be accompanied by an instrument of transfer satisfactory to the Paying Agent or Remarketing Agent, executed in blank by the registered owner with the signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange.

No Tenders During Default. No Notes may be tendered during the existence of an Event of Default if the Trustee has notified the Paying Agent that it has given notice by mail to the Noteholders of a declaration that all the Notes are due and payable.

8. Redemptions. As provided below, the City has the right to purchase Notes in lieu of certain redemptions. By Acceptance Of This Note, The Owner Agrees To Sell And Surrender This Note, Properly Endorsed, To The City In Lieu Of Redemption Under The Conditions Described Below. All redemptions and purchases in lieu of redemption will be made in funds immediately available on the redemption or purchase date and will be at a redemption or purchase price of 100% of the principal amount of the Notes being redeemed or purchased plus interest accrued to the redemption or purchase date, except that interest accruing at a Daily or Weekly Rate will be paid on the Interest Payment Date following the redemption or purchase date. Notes tendered for purchase on a date after a call for redemption but before the redemption date will be purchased pursuant to the tender. No purchase of Notes by the City or advance use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Optional Redemption During Daily, Weekly or Commercial Paper Rate Period. When interest on the Notes is payable at a Daily or Weekly Rate, the Notes may be redeemed in whole at the option of the City on the first day of each month. The Notes are not subject to optional redemption during any Commercial Paper Rate Period but are subject to mandatory redemption during any such Period as provided in the second succeeding paragraph.

Mandatory Redemption at Beginning of Fixed Rate Period. When the Notes are to bear interest at a Fixed Rate, the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of the Fixed Rate. Noteholders may waive this redemption as provided below.

Mandatory Redemption on Each Interest Payment Date During Commercial Paper Rate Period. When Notes bear interest at a Commercial Paper Rate, each Note will be redeemed or purchased by the City in lieu of redemption on the Interest Payment Date of such Note. If Notes are scheduled to be redeemed under the following paragraph, the Notes will be called under, and redemption will be governed by, that paragraph and not this paragraph. Noteholders may waive this provision as provided below.

Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes. On the effective date of the change in the method of determining the interest rate on the Notes (the four methods being Daily, Weekly, Commercial Paper or Fixed Rates) the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of such change. Owners of Notes may waive this redemption as provided below.

Waiver of Redemption. To waive redemption pursuant to one of the foregoing three paragraphs, Noteholders must deliver the Notes with respect to which such waiver is made to the Paying Agent at its address under "Tenders" above by the sixth-to-last Business Day before the redemption date (or on the first Business Day of any Commercial Paper Rate

Period which is shorter than six Business Days) accompanied by an instrument executed by the owner (1) directing the City and the Paying Agent not to redeem such Notes (or the portion thereof specified therein), (2) agreeing not to sell such Notes or portion thereof prior to the redemption date, (3) agreeing not to exercise any tender applicable to such Notes prior to the redemption date, (4) acknowledging that such waiver is irrevocable and (5) when applicable, acknowledging that a current right to tender the Notes will not be available after the redemption date.

If the Notes are being redeemed due to a change in the method of determining interest to a Commercial Paper Rate:

(1) the waiver must also direct the City and the Paying Agent not to redeem such Notes for any subsequent Commercial Paper Rate Period established between the date of such waiver and the effective date of the change, and

(2) if the Remarketing Agent notifies the Paying Agent that the Notes are to be sold on the condition that the Noteholder designates an agent to hold such Notes on the owner's behalf for as long as the Notes bear interest at a Commercial Paper Rate, then the waiver must contain a direction by the Noteholder to deliver such Notes to such agent on the effective date of the change.

Any waiver of redemption shall be irrevocable and any right to tender such Note shall not be exercisable by the owner once the waiver has been given. A waiver shall bind any subsequent owner of such Note or any Note delivered in substitution therefor. Also the failure by the owner timely to waive any redemption shall be binding on any subsequent owner of such Note or any Note delivered in substitution therefor.

Notwithstanding the foregoing, no waiver may be made with respect to any Note if the City has directed (or the Indenture requires) that such Note be redeemed and canceled.

Any Note received by the Paying Agent pursuant to a waiver shall be held in safekeeping for its owner and shall be returned to such owner (or his agent) on the redemption date.

Scheduled Mandatory Redemption of Series 1988C Notes. Series 1988C Notes are subject to mandatory redemption in the amount of \$ _____ on October 31 of each of the years 1990 and 1991, as provided in the Indenture, the particular Notes in \$100,000 or \$5,000, as the case may be, units of Notes to be selected by the Registrar.

No Optional Redemption During Fixed Rate Period. When the interest on the Notes is payable at a Fixed Rate, the Notes are not subject to redemption at the option of the City.

Mandatory Redemption for Failure to Reinstate the Letter of Credit or for an Event of Default under the Reimbursement Agreement. All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and

the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement.

Notice of Redemption. At least 30 days before each optional or scheduled mandatory redemption described in Section 8 hereof, the Trustee will mail a notice of redemption by first-class mail to each Noteholder at the holder's registered address. Notice of other redemptions shall be given as provided in the Indenture. Failure to give any required notice of redemption as to any particular Notes will not affect the validity of the call for redemption of any Notes in respect of which no failure occurs. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

Effect of Notice of Redemption. When notice of redemption is required and given, and when Notes are to be redeemed without notice, Notes called for redemption become due and payable on the redemption date at the applicable redemption price, subject to the City's right to purchase Notes as provided above; in such case when funds are deposited with the Paying Agent sufficient for redemption or for purchase, interest on the Notes to be redeemed or purchased ceases to accrue as of the date of redemption or purchase.

9. Denominations; Transfer; Exchange. The Notes are in registered form without coupons in denominations of \$100,000 or any integral multiple of \$100,000, except that when interest is payable at a Fixed Rate Notes may be in denominations of \$5,000 or integral multiples of \$5,000. A holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Notes may be exchanged at the principal office of the Registrar upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered holder of this Note may be treated as the owner of it for all purposes.

11. Unclaimed Money. If money for the payment of principal, interest or purchase price remains unclaimed for two years, the Paying Agent will pay the money to or for the account of the City. After that, holders entitled to the money must look only to the City and not to the Paying Agent or the Issuer of the Letter of Credit for payment unless an abandoned property law designates another person.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the ordinance may be amended or supplemented, with the consent of the holders of 60% in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City may amend or supplement the Indenture as described in the Indenture, to cure any ambiguity, omission, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults and Remedies. The Indenture provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Trustee, may, and at the written request of the holders of at least 25% in principal amount of the Notes, shall declare the principal of all the Notes to be due and payable immediately.

An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the ordinance or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. A member, director, officer or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the ordinance or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Note.

15. Authentication. This Note shall not be valid until the Registrar signs the certificate of authentication on the other side of this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

[Form Of Assignment]

I or we assign and transfer to

Insert social security or other
identifying number of assignee

[_____]

[_____]

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint _____ agent to
transfer this Note on the books of the City. The agent may substitute another to act for
him.

Dated: _____

Signed: _____
(Sign exactly as name appears on the other side of this Note)

Signature guaranteed: _____

[Form Of Schedule To Be Attached To Notes Only When
Notes Bear Interest At Commercial Paper Rate]

Commercial Paper Rates And Periods.

Beginning of Commercial Rate Period	End of Commercial Paper Rate Period (Mandatory Redemption Date)	Current Commercial Paper Rate	Signature of Paying Agent
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____

Exhibit "C".

The language in brackets shall be struck and the language in italics shall be added as follows:*

Note Redemption and Interest Fund
Series of 1980-504

Amounts to be levied in
[1987]1988 for the payment
of notes and interest on
notes:

* Originally published as pages 8597 through 8599 of the Journal of Proceedings on December 16, 1987.

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UNFINISHED BUSINESS

14021

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>	<u>Amounts</u> <u>Levied</u>
2005.0961	For payment of term notes		
2005.0962	For payment of interest on term notes		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund - 1980	-0-	-0-
	Note Redemption and Interest Fund Series of 1980-A-506		
	Amounts to be levied in [1987]1988 for the payment of notes and interest on notes:		
2005.0961	For payment of term notes		
2005.0962	For payment of interest on term notes		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund - 1980A	<u>-0-</u>	<u>-0-</u>
	Bond Redemption and Interest Fund - 508		

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>	<u>Amounts</u> <u>Levied</u>
	Amounts to be levied in [1987]1988 for the payment of bonds and interest on bonds:		
2005.0961	For interest on bonds		
2005.0962	For payment on bonds		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund	<u>\$269,000</u>	<u>\$269,000</u>
	Note Redemption And Interest Fund Series of 1984-C, 1985-C, 1986-C and 1987-C - 509		
	Amounts to be levied in [1986]1988 for the payment of notes and interest on notes:		
2005.0961	For payment of term notes		
2005.0962	For payment of interest on term notes		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund - 1984-C, 1985-C2		

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UNFINISHED BUSINESS

14023

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>	<u>Amounts</u> <u>Levied</u>

1986-C and 1987-C	<u>\$30,921,000</u>	<u>\$30,921,000</u>

Bond Redemption and Interest
Fund - 510

Amounts appropriated in
[1987]1988 for the payment
of bonds and interest on
bonds:

For payment of bonds:

Community Improvement
and Development -- 1975

Electric Street Lighting
Installation and Improvement
-- 1976

Emergency Communication/
Dispatch System -- 1977

Fire Department Apparatus
-- 1976

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>	<u>Amounts</u> <u>Levied</u>

General Obligations, Series
of April -- 1981

General Obligation Project
Bond -- 1985

Refunding Series -- 1985

911 Universal Emergency
Service System -- 1976

O'Hare Rapid Transit
Extension -- 1977

Police Department Equipment

Code		Amounts Appropriated	Amounts Levied
	-- 1977		
	Refuse Disposal Facilities Improvement -- 1976		
	Sewer -- 1973		
	Sewer -- 1977		
	Solid Waste Processing Plant -- 1973		
	Streets and Sanitation Department Equipment -- 1977		
2005.0912	Total for payment of bonds		
2005.0902	For interest on bonds		
	Total for specific purpose -- financial		
2020.0960	For loss in collection of taxes		
	Total from Bond Redemption and Interest Fund	<u>\$81,501,000</u>	<u>\$79,268,000</u>
	Note Redemption and Interest Fund - 512		
	Amounts to be levied in [1987]1988 for the payment of notes		
2005.0961	For payment of term notes		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest		

Code	Amounts Appropriated	Amounts Levied
Fund [Series of 1987]	<u>\$146,564,823</u>	<u>\$146,564,823</u>

MUNICIPAL CODE CHAPTER 185, SECTION 185-7
AMENDED BY INCREASING PENALTIES FOR
UNLAWFUL USE OF FIRE HYDRANTS,
ET CETERA.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Police, Fire and Municipal Institutions, deferred and published in the Journal of the Proceedings of October 15, 1987, pages 5236 and 5237, recommending that the City Council pass a proposed ordinance amending the Municipal Code of Chicago, Chapter 185, Section 185-7, by increasing the penalties for the unlawful use of fire hydrants, et cetera.

Alderman Figueroa presented the following proposed substitute ordinance:

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

SECTION 1. Chapter 185, Section 7 of the Municipal Code of the City of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

185-7

[for the first offense be fined not less than twenty-five dollars nor more than two hundred dollars or imprisoned for not more than ten days, or both; and for any subsequent offense, shall be fined not less than fifty dollars nor more than two hundred dollars or imprisoned for not to exceed thirty days, or both.]

for the first offense, be fined not less than one hundred dollars nor more than three hundred dollars or imprisoned for not more than ten days or both; and for any subsequent offense shall be fined five hundred dollars or imprisoned for not to exceed thirty days, or both.

SECTION 2. This ordinance shall be effective ten days from and after its due passage and publication.

Alderman Figueroa moved to substitute the foregoing proposed ordinance for the proposed ordinance printed in the Journal of the Proceedings of October 15, 1987. The motion to substitute *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Figueroa, the foregoing proposed substitute ordinance was *Passed* by a viva voce vote with Alderman Smith casting his vote in the negative.

MISCELLANEOUS BUSINESS.

*Rules Suspended -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY AREA SHOWN ON
MAP NO. 13-G.*

Alderman Davis moved to *Suspend the Rules Temporarily* for immediate consideration of and action upon a proposed ordinance deferred and published in the Journal of the Proceedings of April 27, 1988, pages 12783 and 12784. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Davis, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 Single-Family Residence District symbols and indications as shown on Map No. 13-G in area bounded by

a line 117 feet north of and parallel to West Castlewood Terrace (as measured along the west line of North Marine Drive); North Marine Drive; a line 118.38 feet south of and parallel to West Castlewood Terrace (as measured along the west line of North Marine Drive); a line 227.50 feet long starting at a point 118.38 feet south of West Castlewood Terrace (as measured along the west line of North Marine Drive) to a

point 200.50 feet west of North Marine Drive (as measured along the south line of West Castlewood Terrace),

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

ALDERMAN THERIS M. GABINSKI ELECTED VICE-MAYOR
OF CHICAGO.

Alderman Burke presented the following proposed resolution:

Be It Hereby Resolved by the City Council of the City of Chicago, That the resolution electing David Orr as Vice-Mayor of the City of Chicago, adopted April 16, 1987, and appearing on page 38 of The Journal of Proceedings of the City Council of that date, is hereby repealed and declared no longer in effect; and

Be It Further Resolved, That pursuant to Public Act 80-30, Theris M. Gabinski is elected Vice-Mayor of the City of Chicago to serve as interim Mayor in the event of a future vacancy until that vacancy is filled by the election of an Acting Mayor pursuant to Section 3-4-6 of Chapter 24 of the Illinois Revised Statutes; and

Be It Further Resolved, That this position shall be vacant if the Vice-Mayor ceases to be a member of the City Council, the Mayoral term expires, or if this resolution is subsequently repealed or invalidated.

After debate, Alderman Sheahan moved the *Previous Question*. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter -- 32.

Nays -- Aldermen Rush, Tillman, T. Evans, Streeter, J. Evans, Garcia, Gutierrez, Smith, Davis, Figueroa, Giles, Eisendrath, Shiller, Osterman, Orr -- 15.

Thereupon, on motion of Alderman Gabinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter -- 31.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Streeter, J. Evans, Garcia, Smith, Davis, Figueroa, Giles, Eisendrath, Shiller, Osterman, Orr -- 15.

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

ALDERMAN PATRICK J. LEVAR ASSIGNED CHAIRMANSHIP
OF COMMITTEE ON STREETS AND ALLEYS.

Alderman Burke presented the following proposed amendment to the City Council's Rules of Order:

"I Hereby Move, that the Rules of Order of the City Council adopted April 16, 1987 and amended subsequently on February 24, 1988, be further amended by striking the name Theris Gabinski (Chairman) and inserting in lieu thereof the name Patrick J. Levar (Chairman) under the heading of Committee on Streets and Alleys."

On motion of Alderman Burke, the said proposed amendment was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter -- 31.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Streeter, J. Evans, Garcia, Smith, Davis, Figueroa, Giles, Eisendrath, Shiller, Osterman, Orr -- 15.

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

Motion Deferred -- SUBMISSION OF APPLICATION FOR FUNDING
ASSISTANCE FROM FEDERAL AVIATION ADMINISTRATION
FOR EXTENSION OF RUNWAY 27R AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

On motion of Alderman Henry, the City Council took up for consideration the report of the

Committee on Aviation, deferred and published in the Journal of the Proceedings of May 11, 1988, pages 13052 through 13060, recommending that the City Council do not pass a proposed ordinance authorizing the submission of an application for funding assistance from the Federal Aviation Administration for the extension of Runway 27R at Chicago O'Hare International Airport.

Alderman Henry then moved to disapprove the report of the Committee on Aviation.

Alderman Natarus moved to *Defer* consideration on Alderman Henry's motion to the next regularly scheduled meeting of the City Council. The motion to defer *Prevailed* by a viva voce vote.

PRESENCE OF VISITORS NOTED.

The Honorable Eugene Sawyer, Acting Mayor, called the Council's attention to the presence of the following visitors:

Mr. Garseea Godos, Consul General of Peru, accompanied by Congressman Zee Gar A and Mr. Sar Ah Vee A.

Students from Bradwell School, accompanied by teachers Mrs. Kokuma, Mrs. Gillie and Mrs. Archer.

Students from Dulles School, accompanied by Mrs. Barbara Robinson, wife of Alderman Robinson.

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, relinquished the Chair to Alderman Danny K. Davis, President Pro Tempore.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Mr. Don Baum, Director, City Real Estate Section, Department of General Services, under date of May 23, 1988, which read as follows:

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of city-owned property at 6359 South Ellis Avenue, which was authorized by ordinance passed April 1, 1987, pages 40904--40905, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of city-owned property at 3847 South Indiana Avenue, which was authorized by ordinance passed January 16, 1987, page 38812, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of city-owned property at 1721 South Jefferson Street, which was authorized by ordinance passed September 9, 1987, page 3392, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of city-owned property at 418 South Kedzie Avenue, which was authorized by ordinance passed September 9, 1987, page 3401, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of city-owned property at 6646--6654 South Kenwood Avenue, which was authorized by ordinance passed January 16, 1987, page 38814, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of city-owned property at 4725 South Langley Avenue, which was authorized by ordinance passed April 1, 1987, page 40908, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of city-owned property at 2102 South May Street, which was authorized by ordinance passed July 15, 1987, page 2290, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of city-owned property at 1505 West Roosevelt Road, which was authorized by ordinance passed April 15, 1987, pages 2291--2292, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of city-owned property at 1002 East 41st Place/4107 South Ellis Avenue, which was authorized by ordinance passed January 16, 1987, page 38821, Council Journal.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

6359 South Ellis Avenue.

Constance M. and Ruby L. West, 6355 South Ellis Avenue, Chicago, Illinois 60637:
Amount bid \$800.00, deposit check \$80.00 (money order).

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MISCELLANEOUS BUSINESS

14031

3847 South Indiana Avenue.

Apostolic Faith Church, 3823 South Indiana Avenue, Chicago, Illinois 60653: Amount bid \$3,000.00, deposit check \$300.00 (certified check).

1721 South Jefferson Street.

John Podmajersky III, 1831 South Halsted Street, Chicago, Illinois 60608: Amount bid \$3,100.00, deposit check \$400.00 (bank check).

418 South Kedzie Avenue.

Mervyn Dukatt, 1012 North Milwaukee Avenue, Chicago, Illinois 60622: Amount bid \$3,050.00, deposit check \$305.00 (cashier's check).

6646--6654 South Kenwood Avenue.

Clyde A. Gilmore, c/o A. B. Kalnitz, 123 West Madison Street, Chicago, Illinois 60602: Amount bid \$15,051.00, deposit check \$1,505.10 (cashier's check).

4725 South Langley Avenue.

Charles S. Williams, 4727 South Langley Avenue, Chicago, Illinois 60615: Amount bid \$3,900.00, deposit check \$390.00 (cashier's check).

2102 South May Street.

Opens Kitchens, Incorporated, 1161 West 21st Street, Chicago, Illinois 60608: Amount bid \$1,825.00, deposit check \$200.00 (bank check);

Gilbert Gonzalez, 3536 North Bell Avenue, Chicago, Illinois 60618: Amount bid \$2,000.00, deposit check \$200.00 (cashier's check).

1505 West Roosevelt Road.

Van Allen Robinson, 1515 West Roosevelt Road, Chicago, Illinois 60608: Amount bid \$500.00, deposit check \$200.00 (cashier's check).

1002 East 41st Place/4107 South Ellis Avenue.

Norman H. Bolden, 1004 East 41st Place, Chicago, Illinois 60653: Amount bid \$2,600.00, deposit check \$260.00 (cashier's check).

Adjournment.

Thereupon, Alderman T. Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, June 8, 1988, at 10:00 A.M., in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.



WALTER S. KOZUBOWSKI,
City Clerk.