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COPY



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

Regular Meeting--Wednesday, November 28, 1990

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone.

Absent -- Alderman Vrdolyak.

Call To Order.

On Wednesday, November 28, 1990 at 11:30 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Quorum present.

Invocation.

Reverend Ellen Renee Dill, Pastor of Woodlawn United Methodist Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

**CONGRATULATIONS EXTENDED TO ALDERMAN
MICHAEL F. SHEAHAN ON HIS ELECTION TO
OFFICE OF SHERIFF OF COOK COUNTY.**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

November 28, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating Alderman Michael F. Sheahan on his election to the office of Sheriff of Cook County, Illinois, and wishing him success in that office.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The Honorable Michael F. Sheahan, Alderman of the 19th Ward, was recently elected Sheriff of Cook County; and

WHEREAS, Alderman Sheahan leaves the City Council after eleven years to assume his new duties; and

WHEREAS, During his tenure in the City Council, Alderman Sheahan proved himself an exemplary legislator who served his constituents admirably and contributed greatly to the governance of this City; and

WHEREAS, Chicago and its citizens have benefited in countless ways over the years from Alderman Sheahan's skillful and principled leadership; and

WHEREAS, Throughout his career in the City Council, Alderman Sheahan conducted himself in accord with the highest standards of public service; and

WHEREAS, Alderman Sheahan's character, intelligence and experience will be greatly missed by the City Council; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby honor Alderman Michael F. Sheahan for his many years of dedicated service to Chicago and its citizens, and do hereby wish him success in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Michael F. Sheahan.

On motion of Alderman Burke, seconded by Alderman T. Evans and Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Alderman Sheahan rose to note the irony in the fact that all three aldermen elected to county office had begun their Council careers in 1979. Stating that he regarded the opportunity to serve in the Council as a considerable honor which had provided a wonderful experience, Alderman Sheahan then expressed his thanks to Mayor Daley, the members of the City Council, city commissioners and staff who had provided support and assistance through his tenure.

CONGRATULATIONS EXTENDED TO ALDERMAN DAVID D. ORR
ON HIS ELECTION TO OFFICE OF COUNTY
CLERK OF COOK COUNTY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating Alderman David D. Orr on his election to the office of County Clerk of Cook County, Illinois, and wishing him success in that office.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The Honorable David D. Orr, Alderman of the 49th Ward and former Vice Mayor of the City of Chicago, was recently elected Clerk of Cook County; and

WHEREAS, Alderman Orr leaves the City Council after eleven years to assume his new duties; and

WHEREAS, During his tenure in the City Council, Alderman Orr proved himself an exemplary legislator who served his constituents admirably and contributed greatly to the governance of this City; and

WHEREAS, Chicago and its citizens have benefitted in countless ways over the years from Alderman Orr's skillful and principled leadership, most notably his exemplary conduct as Acting Mayor in 1987 under trying circumstances; and

WHEREAS, Throughout his career in the City Council, Alderman Orr conducted himself in accord with the highest standards of public service; and

WHEREAS, Alderman Orr's character, intelligence and experience will be greatly missed by the City Council; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby honor Alderman David D. Orr for his many years of dedicated service to Chicago and its citizens, and do hereby wish him success in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman David D. Orr.

On motion on Alderman Burke, seconded by Alderman T. Evans, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Alderman Orr rose to note that his years of service with the City Council had provided many fond memories. Expressing his pleasure with the work of the Council, Alderman Orr stated that in many ways, the body had seen significant improvements through the years. After declaring that the Council had come a long way in attempting to govern the city under the extremely difficult circumstances created by federal cut-backs, Alderman Orr expressed his thanks to Mayor Daley and the members of the City Council.

CONGRATULATIONS EXTENDED TO ALDERMAN
DANNY K. DAVIS ON HIS ELECTION TO
OFFICE OF COMMISSIONER OF
COOK COUNTY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating Alderman Danny K. Davis on his election to the office of Commissioner of the Cook County Board, and wishing him success in that office.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The Honorable Danny K. Davis, Alderman of the 29th Ward, was recently elected Commissioner of the Cook County Board; and

WHEREAS, Alderman Davis leaves the City Council after eleven years to assume his new duties; and

WHEREAS, During his tenure in the City Council, Alderman Davis proved himself an exemplary legislator who served his constituents admirably and contributed greatly to the governance of this City; and

WHEREAS, Alderman Davis was one of the City Council's most eloquent spokesmen on the important issues of the day; and

WHEREAS, Throughout his career in the City Council, Alderman Davis conducted himself in accord with the highest standards of public service; and

WHEREAS, Alderman Davis' character, intelligence and eloquence will be greatly missed by the City Council; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby honor Alderman Danny K. Davis for his many years of dedicated service to Chicago and its citizens, and do hereby wish him success in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Danny K. Davis.

On motion of Alderman Burke, seconded by Alderman T. Evans and Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Alderman Davis rose to express his pleasure at having had the opportunity to work with Mayor Daley prior to his election as Mayor as well as during the Mayor's current term. After declaring his appreciation of each and every member of the Council, Alderman Davis stated that he enjoyed his service as a member of the City Council and extended his best wishes to all.

Referred -- APPOINTMENT OF MS. MARY ELLEN MONTES
TO ILLINOIS INTERNATIONAL PORT
DISTRICT BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Mary Ellen Montes to the Illinois International Port District Board for a term ending June 1, 1995, to succeed Samuel Maragos, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE TITLE 4,
CHAPTER 12 BY ADDITION OF NEW SECTION 081
ALLOWING HOSPITAL TRANSPORTATION
ASSISTANCE BY PEACE OFFICERS
UNDER EMERGENCY
CONDITIONS.

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

11/28/90

COMMUNICATIONS, ETC.

25537

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 4-12 of the Municipal Code of Chicago by adding a new Section 4-12-081 pertaining to peace officers providing assistance in transporting persons to hospitals under emergency situations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF CITY/STATE
PROJECT AGREEMENT FOR EMERGENCY REPAIRS
TO DECK OF ROOSEVELT ROAD VIADUCT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing execution of a

City/State Project Agreement for emergency repairs to the deck of the Roosevelt Road viaduct.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ESTABLISHMENT OF BOULEVARD RESTORATION
LOAN PROGRAM TO PROVIDE REHABILITATION
FUNDING FOR HOUSING ADJACENT TO
BOULEVARD SYSTEM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance establishing the Boulevard Restoration Loan Program to provide loan resources for rehabilitation of housing located adjacent to the boulevard system.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF ROOSEVELT-HOMAN
REDEVELOPMENT AREA PURSUANT TO TAX
INCREMENT ALLOCATION REDEVELOPMENT
PROJECT ACT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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 designating the Roosevelt-Homan Redevelopment Area, bounded generally by Albany Avenue, Fillmore Street, the Baltimore & Ohio Chicago Trunk Railroad right-of-way, Central Park Avenue and Roosevelt Road, pursuant to the Tax Increment Allocation Redevelopment Project Act.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF TAX INCREMENT REDEVELOPMENT
PLAN AND PROJECT FOR ROOSEVELT-HOMAN
REDEVELOPMENT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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 approving a tax increment redevelopment plan and redevelopment project for the area bounded generally by Albany Avenue, Fillmore Street, the Baltimore & Ohio Chicago Trunk Railroad right-of-way, Central Park Avenue and Roosevelt Road.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ADOPTION OF TAX INCREMENT FINANCING
FOR ROOSEVELT-HOMAN REDEVELOPMENT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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 adopting tax

increment financing for the Roosevelt-Homan Redevelopment Area, bounded generally by Albany Avenue, the Baltimore & Ohio Chicago Trunk Railroad right-of-way, Central Park Avenue and Roosevelt Road.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF INTERGOVERNMENTAL AGREEMENT
WITH UNIVERSITY OF ILLINOIS AT CHICAGO BOARD OF
TRUSTEES TO REVIEW METHODS OF IMPROVEMENT
OF PUBLIC WAYS WITHIN CAMPUS BOUNDARIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Board of Trustees of the University of Illinois at Chicago to review methods to improve and develop public ways located within the university's campus.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

***Referred -- ASSIGNMENT AND ASSUMPTION OF HANGAR
AND HANGAR SITE LEASE AT CHICAGO O'HARE
INTERNATIONAL AIRPORT FROM EASTERN
AIRLINES, INC. TO UNITED
AIRLINES, INC.***

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

November 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the assignment and assumption of a Hangar and Hangar Site Lease at Chicago-O'Hare International Airport from Eastern Airlines, Inc. to United Airlines, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) **RICHARD M. DALEY,**
Mayor.

***Referred -- EXECUTION OF FIRST AMENDMENT TO POSTAL
FACILITY SITE AGREEMENT WITH UNITED STATES
POSTAL SERVICE AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.***

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

11/28/90

COMMUNICATIONS, ETC.

25543

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the City to execute the First Amendment to Postal Facility Site Agreement between the City of Chicago, as lessor, and the United States Postal Service, as lessee, affecting certain real property located at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACQUISITION OF PROPERTY AT 7525 -- 7543
SOUTH RACINE AVENUE FOR USE BY
CHICAGO PUBLIC LIBRARY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing acquisition of property commonly known as 7525 -- 7543 South Racine Avenue for use by the Chicago Public Library.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE AND/OR REJECTION OF BIDS
FOR PURCHASE OF VARIOUS CITY-OWNED
PROPERTIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith several ordinances and bid proposals for various city-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting held on November 2, 1990.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

***Referred -- EXECUTION OF CARGO BUILDING SITE LEASE WITH
AIR FRANCE AIRLINES AND ISSUANCE OF SPECIAL
FACILITY REVENUE BONDS FOR CONSTRUCTION
OF CARGO FACILITY AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.***

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

November 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a Cargo Building Site Lease between the City of Chicago and Air France Airlines for approximately eight and one half acres of land in the Southwest Cargo Area at Chicago-O'Hare International Airport and approving the issuance of not to exceed \$25,000,000 of Special Facility Revenue Bonds to construct the cargo facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) **RICHARD M. DALEY,**
Mayor.

***Referred -- EXECUTION OF CARGO BUILDING SITE LEASE WITH
LUFTHANSA GERMAN AIRLINES FOR AREA AT CHICAGO
O'HARE INTERNATIONAL AIRPORT AND ISSUANCE
OF SPECIAL FACILITY REVENUE BONDS FOR
CONSTRUCTION OF CARGO FACILITY.***

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a Cargo Building Site Lease between the City of Chicago and Lufthansa German Airlines for approximately ten acres of land in the Southwest Cargo Area at Chicago-O'Hare International Airport and approving the issuance of not to exceed \$50,000,000 of Special Facility Revenue Bonds to construct the cargo facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable 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 -- STATEMENT OF RESULTS OF
CANVASS OF ELECTION RETURNS.

A statement of the abstract and results as declared by the Canvassing Board (received on November 15, 1990) showing the results of the canvass of the election returns for the general election held on November 6, 1990, which was *Placed on File*.

Placed On File-- STATE APPROVAL OF ORDINANCES
CONCERNING MOTOR FUEL TAX FUND
PROJECTS.

Also, communications from Mr. James C. Slifer, P.E., District Engineer, under dates of November 7 and 9, 1990, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax funds) as follows:

July 12, 1990.

Allocation of Motor Fuel Tax funds necessary for engineering and installation of left turn arrow at intersection of West Peterson Avenue and North Pulaski Road.

Allocation of Motor Fuel Tax funds necessary for engineering and installation of traffic control signals at intersection of 3500 South Kedzie Avenue.

July 31, 1990.

Execution of Amendment Number One to City-State Project Agreement for improvement of various residential streets under 1990 Resurfacing Program.

Placed On File-- ONE YEAR EXTENSION AGREEMENT WITH
COMMONWEALTH EDISON COMPANY.

Also, a communication from Mr. Robert A. Helman of Meyer, Brown & Platt, transmitting a one-year extension agreement between the City and Commonwealth Edison Company, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on November 14, 1990, 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 November 28, 1990, 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 November 14, 1990, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

***Referred -- ZONING RECLASSIFICATION OF
PARTICULAR AREA.***

An application (in duplicate) together with the proposed ordinance for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

Carl L. Federici -- to classify as a C1-1 Restricted Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-I bounded by:

a line 200 feet south of West 66th Street; the alley next east of and parallel to South Kedzie Avenue; a line 425 feet south of West 66th Street; and South Kedzie Avenue.

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:

Vehicle Or Property Damage.

Allstate Insurance Company (7) Nadine Bachman, Roger Lane, Oscar L. Pettis, Alvin Sperling, Manuel Thirston, Stanley D. Travis and Korla Williams, Almendarez Nancy, American Ambassador and Theodore Pearson, American Security Insurance Company and Anthony Jackson, Armstrong Donald W.;

Baldassarra Carl S., Barbee Gerald D., Bartkowiak Joseph M., Borges William, Branch Fredrick H., Bryant Margaret, Buehrer Margaret;

Carlson Lennard, Colonial Penn Insurance Company and John Sintic, Cook Tamera Jo, Cordero Francisco, Crockett Grant;

DeShazer Alcenia, Deven Richard J., Duckman Barbara A.;

Fakhouri Nawal Y., Farmers Insurance Group and Walter Smith, Figueroa Yvonne N., Flanagan James Jr., Fuller Kenneth L.;

Gardner Richard B., Giraldo Maria E., Golub Lee, Gonos Panagiotis, Goodman Alvin K., Government Employees Insurance Company and Diane Smith, Griffin Tomella, Guzman Rigoberto;

Hahn Mark T., Harris Latonya, Hennes Peter O., Hohl Max C., Hopkins James, Howard Ecker & Company;

Izzo Josephine;

Jarrett Donnie W.;

Kong Michael, Kromidas Frank, Kuklinski Carole, Kuizin Joseph G.;

Liss Philip, Long Wallace H., Lugo Antonio;

Malito Michelle M., Manley Donald, McKinzie Barbara, Mendoza Valente, Merit Insurance Company (2) Joseph Kozera and Alice Washington, Mertdogan Rifki J. and Akgun, Milwaukee Insurance Company and Jennifer V. Schmidt;

Northland Insurance Company and Lonnie C. Britton Trucking;

Ochoa Rodolfo and Elisa;

Page Charles, Patel Jashbhai, Pearson Billie J., Peoples Gas Light & Coke Company (4), Prenevost Michael, Prudential Insurance Company and Riverdale Bank/Michelle Bridges, Pullman Wine & Liquors, Incorporated;

R & R Trucking, Inc., Raz Oliver, Reynolds Denise A., Ronchetti Mario L., Rubenstein Minnie, Rhone Rupert;

Safeco of Illinois and Anthony Frabotta, Scott Benny, Shinn Jeffrey, Silva Rosalinda, Simpson William, Skopick Kurt, Smith Johnnie E., Smith Roy V., Smolcic Amanda, Stallings Susan, State Farm Insurance Company (5) Valerie Brown, James R. Hunt, Jose and Aida Ortiz, George Tooley and Phyllis Young, Steele & Loeber Lumber Company (5), Stojek Henry, Swanson Kathleen;

Thigpen Donna, Thompson Janice;

Viernum William W., Villamin Salvador, Visus Bernice;

Wallach Marty, Walton Scott W., Webb Edward, Wiley Steven.

Flood Damage.

Alley Kirsten; Alson Catherine;

Coles Joan M.;

Glover Lorraine, Griffin Linda T.;

Horton Elmer J.;

Johnson Tyree W., Jones Jeannette;

Kimbrough Stephanie P., King Daisy;

Luellen George W.;

Myers Marie;

Owens Fulton;

Palmer, Laura L.;

Reed Edward L., Rogers Sarah L.;

Smith Lee;

Taylor Gloria S., Turner Ida M.;

Vassel Clyde;

Washington Deborah R.

***Referred -- PROPOSED RESOLUTION CREATING YOUTH
BILL OF RIGHTS.***

Also, a communication from Dr. Ron Sable, Mr. Michael Radzilowsky, Mr. Joseph A. Moore and Mr. Hank Rubin transmitting a proposed resolution creating a youth bill of rights, which was *Referred to the Committee on Finance.*

***Referred -- APPROVAL OF PLAT OF SAUGANAUSH BUSINESS
PARK SUBDIVISION ON PORTION OF WEST BRYN
MAWR AVENUE.***

Also, a communication received from Mr. William J. Hennessy, attorney with the law offices of Daniel L. Houlihan & Associates, Ltd., transmitting a proposed ordinance concerning the approval of a plat of Sauganaush Business Park Subdivision located on the south side of West Bryn Mawr Avenue, east of North Kostner Avenue and having a frontage of 397.50 feet on West Bryn Mawr Avenue with a depth of approximately 1,330 feet and providing for the dedication of North Kildare Avenue, which was *Referred to the Committee on Streets and Alleys.*

***Referred -- AMENDMENT OF ORDINANCE WHICH DESIGNATED
SEVEN HOUSES IN LAKE SHORE DRIVE DISTRICT
AS CHICAGO LANDMARKS.***

Also, a communication received from Mr. Daniel L. Houlihan, attorney, transmitting a proposed ordinance amending an ordinance designating seven houses in the Lake Shore Drive District as Chicago landmarks, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**APPOINTMENT OF MS. MARY JOYCE GALLAGHER
AS CABLE ADMINISTRATOR.**

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Mary Joyce Gallagher as the Cable Administrator, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, seconded by Aldermen Mell, Schuler, Pucinski and Natarus, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Mary Joyce Gallagher as the Cable Administrator was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Burke called the attention of the Council to the presence of Ms. Mary Joyce Gallagher and her family. Rising at the request of Alderman Burke, Ms. Gallagher and her family were warmly applauded by the City Council and its assembled guests.

**APPOINTMENT OF MR. JOHN W. HIGGINS AS
MEMBER OF PUBLIC BUILDING
COMMISSION.**

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of John W. Higgins as a member of the Public Building Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Approve the proposed communication transmitted herewith.

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

Respectfully submitted,

**(Signed) EDWARD M. BURKE,
Chairman.**

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. John W. Higgins as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

APPOINTMENT OF MR. THEODORE R. TETZLAFF AS
MEMBER OF PUBLIC BUILDING COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Theodore R. Tetzlaff as a member of the Public Building Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Theodore R. Tetzlaff as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

APPROVAL OF ORDINANCE AUTHORIZING ISSUANCE
OF GENERAL MOTOR FUEL TAX SUPPORTED
REVENUE BONDS.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending an ordinance concerning City of Chicago General Motor Fuel Tax Supported Bonds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is a "home rule unit" under Section 6(a) of Article VII of the Constitution; and

WHEREAS, Pursuant to An Act in relation to a tax upon the privilege of operating motor vehicles upon the public highways and waters, based upon the consumption of motor fuel therein, and a tax upon the privilege of being a receiver of fuel for sale or use; Ill. Rev. Stat., Ch. 120, Paragraph 417, et seq. (the "Motor Fuel Tax Act"), the City receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Act; and

WHEREAS, The City is authorized by Division 2 of Article 7 of the Illinois Highway Code, Ill. Rev. Stat., Ch. 121, Paragraph 7-202, et seq. (the "Use of Motor Fuel Tax Funds Act") to use Motor Fuel Tax Revenues (as defined in this Ordinance) for one or more purposes relating to the municipal administration of streets, including for the purpose of payment of any Municipal Indebtedness (as defined in this General Ordinance) which may be incurred in connection with the completion of any improvement or maintenance so authorized by that Division, or in the payment of engineering costs in connection with any such improvement or maintenance; and

WHEREAS, The City has determined to issue Bonds (as defined in this Ordinance) to finance certain costs of improving and maintaining the City's street system as authorized by the Use of Motor Fuel Tax Funds Act, and has determined to pledge all Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness for the purpose of payment of the Bonds; now, therefore,

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

Article I.

Definitions And Interpretation.

SECTION 101. Short Title. This Ordinance may be cited as the "Motor Fuel Tax Revenue Bonds General Ordinance".

SECTION 102. Definitions. For the purposes of this Ordinance the following words, terms and phrases shall have the following meanings unless the context clearly indicates a different meaning.

"Account" or "Accounts" shall mean, as the case may be, each or all of the Accounts or sub-accounts established by this Ordinance or any Series Ordinance, or by any Section or Article of this Ordinance or any Series Ordinance.

"Accountant" shall mean an independent certified public accountant or a firm of independent certified public accountants selected or approved by the City.

"Accountant's Certificate" shall mean an opinion signed by an Accountant.

"Additional Bonds" shall mean any Bonds issued after the time of issuing the initial Series of Bonds.

"Annual Debt Reserve Requirements" shall mean, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period, the amount required during that period to be deposited in the Account of the Debt Service Fund in respect of principal and interest for that Series of Bonds. With respect to Bonds which bear interest at variable rates, the deposits for purposes of this definition shall be calculated in respect of interest as if the Bonds would bear interest at the lower of (i) the maximum rate which Bonds may bear pursuant to law or (ii) the rate set forth in the applicable authorizing Series Ordinance, or if there is no such maximum rate, at a rate equal to 20% per year. With respect to Bonds for which there is a purchase, unscheduled mandatory redemption or similar unscheduled requirement which is provided to be paid by use or a Credit Support Instrument, the deposits shall be calculated in respect of principal on the basis of scheduled payments of principal (at maturity or pursuant to Sinking Fund Installments) and not pursuant to the purchase, unscheduled mandatory redemption or similar unscheduled requirements provided so to be paid through the Credit Support Installment.

"Authorized Officer" means (a) the Mayor, the City Treasurer, the City Comptroller or any other official of the City so designated by a certificate signed by the Mayor and filed with the Trustee for so long as such designation shall be in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office.

"Bond" or "Bonds" shall mean any of the City Motor Fuel Tax Revenue Bonds which are issued pursuant to this Ordinance and a Series Ordinance.

"Bond Registrar" means Continental Bank, National Association, Chicago, Illinois, or any successor to it in that capacity appointed by the City and any co-Bond Registrar separately appointed by the City.

"Bond Year" means a 12-month period commencing on January 1 of each calendar year and ending on December 31 of that calendar year.

"Compound Accreted Value" shall mean, with respect to a Bond issued at an original issue discount in excess of 2%, the principal amount of the Bond at maturity less the unaccrued original issue discount. The amount of the discount shall be accrued on a constant interest rate basis (that is, actuarially on a geometric progression) from the date of issuance of the initially issued Bonds of that Series until the date specified in the applicable Series Ordinance as that date on which those Bonds shall have achieved a compound accreted value equal to their full principal amount (either at the final maturity date of the Bond or earlier, as the case may be).

"Comptroller" means the City Comptroller of the City.

"Cost of Issuance" shall mean all fees and costs incurred by the City relating to the issuance of Bonds including, without limitation, printing costs, administrative costs, Trustee's initial fees and charges, agent's fees, legal fees, ratings costs, accounting fees and financial advisory fees, and the cost of any bond insurance premium to insure any Bonds and any amounts to be paid to obtain a Credit Support Instrument or a Reserve Fund Credit Instrument.

"Counsel's Opinion" shall mean an opinion signed by a lawyer or firm of lawyers not employees of the City.

"Credit Support Instrument" shall mean a letter of credit, line of credit, insurance policy, guaranty, surety bond or other obligation issued by a Qualified Provider which guarantees or otherwise ensures the ability of the City or the Trustee to pay the principal, Redemption Price of or interest on or Purchase Price of, any Bonds or by which the institution shall be obligated to purchase Bonds from the Holders of the Bonds.

"Debt Service Fund" shall mean the Debt Service Fund established in Section 602 of this Ordinance.

"Debt Service Reserve Fund" shall mean the Debt Service Reserve Fund established by Section 606 of this Ordinance.

"Events of Default" shall mean the occurrence of an event specified in Sections 1101 and 1102 of this Ordinance which shall give the Trustee the power to take steps to protect, enhance or enforce rights granted in this Ordinance, a Series Ordinance or a Bond.

"Fiscal Year" shall mean, except for the first Fiscal Year, the period of twelve calendar months ending with December 31 of any year, or such other period as may be established by the City from time to time. The first Fiscal Year under this Ordinance shall begin on the date the first Bonds are issued and end on the next December 31.

"Fund" or "Funds" shall mean, as the case may be, each or all of the Funds established by this Ordinance.

"Government Obligations" shall mean Investment Obligations which are obligations referred to in clauses (a) and (g) of the definition of Investment Obligations provided that the obligations referred to in clause (g) shall be accompanied by (i) an Accountant's Certificate to the effect that the escrow is sufficient to pay the obligations when due and (ii) an approving Counsel's Opinion of nationally recognized bond counsel delivered at the time of the issuance of the obligations referred to in clause (g).

"Holder" when used with respect to any Bonds shall mean the registered owner of Bonds. **"Bondholder"** shall mean a Holder of a Bond.

"Investment Obligations" shall mean any of the following obligations which at the time of investment of any amounts in any Fund or Account established pursuant to this Ordinance are legal investments under the laws of the State of Illinois for that Fund or Account:

(a) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations described in (b) below to the extent unconditionally guaranteed by the United States of America and also specifically including similar obligations of the Resolution Funding Corporation; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest on any of such obligations) of the character described in this clause (a) as long as the receipt, certificate or other evidence of an ownership interest represents a direct interest in future principal or interest payments on obligations unconditionally guaranteed by the United States of America and such obligations are held by a custodian in safekeeping on behalf of the holders of the receipt, certificate or other evidence of ownership interest in them;

(b) Obligations of the Export-Import Bank of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Finance Bank, the Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration, the Federal Farm Bank and the Federal Home Loan Mortgage Association, including obligations of any other agency or corporation which has been or may be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America which obligations of such agency or corporation have been approved for inclusion among such a list of agency or corporation obligations by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions of any such obligations (which may consist of specified portions of the interest on any such obligations) of the character described in this clause (b), which receipt, certificate or other evidence of an ownership interest shall be first approved by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds for inclusion in obligations of the types described in this clause (b);

(c) Direct and general obligations of the State of Illinois;

(d) Direct and general obligations of any state, other than Illinois, which obligations are rated in either of the two highest rating categories by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other than a Rating Agency if a Rating Agency at the time does not maintain a rating of any Bonds;

(e) Repurchase agreements for obligations described in clauses (a) and (b) of this definition, provided that the entity which agrees to repurchase such obligations from the City must be a Qualified Financial Institution or a government bond dealer reporting to, trading with and recognized as a primary dealer by a Federal Reserve Bank, in any case with capital and surplus aggregating at least \$50,000,000, and provided that the agreement provides for the City to be secured by such obligations (by delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by a Counsel's Opinion, shall have the effect of securing the Trustee to the same effect as if it or its agent in that capacity were the holder of the underlying obligations) with a market value at least equal to the repurchase amount;

(f) Negotiable or non-negotiable time deposits evidenced by certificates of deposit, or investment agreements, or similar banking arrangements, issued or made by banks, savings and loan associations, trust companies or national banking associations (which may include the Trustee) which are members of the Federal Deposit Insurance Corporation or any successor agency to the Federal Deposit Insurance Corporation, provided that such time deposits, investment agreements or similar banking

arrangements in any such bank, savings and loan association, trust company or national banking association either (i) are continuously secured by obligations described in subparagraphs (a), (b), (c) or (d) of this definition (by physical delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by a Counsel's Opinion, shall have the effect of securing the Trustee to the same effect as if it or its agent were in that capacity the physical holder of the underlying obligations), and provided that such obligations at all times have a market value at least equal to the maturity value of the deposits so secured, including accrued interest, (ii) are continuously and fully insured by the Federal Deposit Insurance Corporation or (iii) are rated in the highest rating category by (x) the Rating Agency, if any, which at the time maintains a rating on such deposits, investment agreements or similar banking arrangement or (y) any nationally recognized rating agency other than a Rating Agency if a Rating Agency does not maintain a rating of such deposits, investment agreements or similar banking arrangements;

(g) (i) Obligations of States or political subdivisions of States (within the meaning of the Internal Revenue Code of 1986, as amended) which are fully secured and defeased as to principal and interest by an irrevocable escrow of direct obligations of the United States of America and rated in the highest rating category by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds and (ii) any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in subclause (i) of this clause (g), which receipt, certificate or other evidence of an ownership interest shall be first approved by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds for inclusion in obligations of the types described in this clause (g);

(h) Investment agreements with Qualified Financial Institutions;

(i) Obligations of the International Bank for Reconstruction and Development (the World Bank);

(j) Corporate securities, including commercial paper and fixed income obligations, which are rated in the highest rating category by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other than a Rating Agency if a Rating Agency at the time does not maintain a rating of any of the Bonds; and

(k) Any other investment permitted by Illinois law for units of local government rated investment grade by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other than a Rating Agency if a Rating Agency at the time does not maintain a rating of any Bonds; provided that no investment of funds in the Debt Service Fund shall be

made pursuant to the fifth paragraph of Ill. Rev. Stat., Ch. 85, Par. 902, as in effect on the date of this Ordinance.

"Moody's" shall mean Moody's Investors Service, Inc., its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency, shall refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Motor Fuel Tax Revenues" shall mean the amounts paid to or on behalf of the City from the Motor Fuel Tax Fund in the Treasury of the State of Illinois pursuant to Section 424 of the Motor Fuel Tax Act.

"Motor Fuel Tax Revenue Fund" shall mean the Motor Fuel Tax Revenue Fund established in Section 601 of this Ordinance.

"Municipal Indebtedness" shall mean municipal indebtedness incurred in connection with the completion of any improvement authorized by Division 2 of Article 7 of the Use of Motor Fuel Tax Funds Act, as such Division or Act may be amended or supplemented.

"Ordinance" shall mean this Ordinance.

"Outstanding" shall mean, when used with reference to Bonds, all such Bonds which have been issued except (a) Bonds which have been paid or redeemed in full both as to principal and interest or (b) Bonds the payment or redemption of which has been made pursuant to Article XII of this Ordinance.

"Paying Agent" means Continental Bank, National Association, Chicago, Illinois, or any successor to it in that capacity appointed by the City and any co-Paying Agent separately appointed by the City.

"Project Fund" shall mean the Project Fund established in Section 501 of this Ordinance.

"Purchase Price" shall mean the price at which a Holder of a Bond shall have the right pursuant to a Series Ordinance to have the Bond purchased from the Holder by the City or the Trustee.

"Project Purposes" shall mean any or all of the purposes as provided in the Use of Motor Fuel Tax Funds Act.

"Qualified Financial Institution" shall mean a bank, trust company, national banking association, insurance company or other financial services company whose long-term debt obligations or whose claims paying abilities are rated in any of the three highest rating categories (without reference to subcategories) by at least one nationally recognized rating agency. For purposes of this definition, the term "financial services company" shall

include any investment banking firm or any affiliate or division of an investment banking firm which may be legally authorized to enter into the transactions described in this Ordinance pertaining, applicable or limited to a Qualified Financial Institution.

"Qualified Provider" shall mean a bank (including without limitation, a national banking association or a foreign bank authorized to do business in the United States), insurance company or other institution, which bank, company or institution provides letters of credit, lines of credit, insurance policies, guaranties, surety bonds or other similar obligations for municipal bonds, which obligation of the institution is rated in one of the top three full rating categories by Moody's and S. & P.

"Rating Agency" means Moody's or S. & P. "Rating Agency" also shall mean any nationally recognized securities rating organization other than Moody's or S. & P. designated by the City by notice to the Trustee.

"Rebate Account" or "Rebate Accounts" shall mean the account or accounts of that name with respect to various Series of Bonds established in Section 603 of this Ordinance.

"Redemption Price" shall mean, with respect to any Bond (or portion of any Bond) the price on any redemption date, exclusive of accrued and unpaid interest, at which the Bond (or portion of it) may or must be redeemed pursuant to this Ordinance and the Series Ordinance to which the Bond was issued.

"Reserve Fund Credit Instrument" shall mean a non-cancelable insurance policy, a non-cancelable surety bond or an irrevocable letter of credit which may be delivered to the Trustee in lieu of or in partial substitution for cash or securities required to be on deposit in the Debt Service Reserve Fund. In the case of an insurance policy or surety bond, the company providing the policy or bond shall be an insurer which, at the time of the issuance of the policy or bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by two Rating Agencies. In the case of a letter of credit, it shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of the issuance of the letter of credit, a credit rating on its long-term deposits within one of the two highest rating categories from two Rating Agencies. The insurance policy, surety bond or letter of credit shall grant to the Trustee the right to receive payment for the purposes for which the Debt Service Reserve Fund may be used and shall be irrevocable during its term.

"Reserve Fund Credit Instrument Amount" shall mean, with respect to any Reserve Fund Credit Instrument, at any date of determination, the amount available to pay principal, Redemption or Purchase Prices of and interest on the Bonds secured by such Reserve Fund Credit Instrument.

"Reserve Requirement" with respect to each Account in the Debt Service Reserve Fund shall mean as of any date of calculation, the lesser of (i) 10% of the original principal amount of the Series of Bonds (less any original issue discount) secured by such Account; (ii) the maximum amount of the Annual Debt Service Requirements for the Outstanding Bonds secured by such Account for that or any future Bond Year; or (iii) 125% of average annual debt service for that Series of Bonds. For purposes of determining the Reserve Requirement, the assumed interest rate on each Series of variable rate debt shall be the interest rate used in the sizing of such Reserve Account on the date of issuance of each such Series of variable rate debt.

"S. & P." shall mean Standard & Poor's Corporation, its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency, shall refer to any other nationally recognized securities rating organization designated by the City, by notice to the Trustee.

"Serial Bonds" shall mean Bonds which mature in annual or semi-annual installments of principal (which need not be equal) and not pursuant to Sinking Fund Installments.

"Series" shall mean a series of Bonds authorized by a Series Ordinance.

"Series Ordinance" shall mean an ordinance of the City authorizing the issuance of a Series of Bonds in accordance with the terms and provisions of this Ordinance.

"Sinking Fund Installments" shall mean, with respect to any date, the principal amount of Term Bonds of any Series which are required to be redeemed by the City on that date pursuant to and in the amounts provided by the Series Ordinance for that Series, or which are required to be paid at maturity and not required previously to be redeemed.

"Supplemental Ordinance" shall mean an ordinance supplemented to this Ordinance adopted by the City Council in accordance with Article X of this Ordinance.

"Term Bonds" shall mean Bonds payable pursuant to Sinking Fund Installments.

"Treasurer" means the City Treasurer of the City.

"Trustee" means the bank, trust company or national banking association appointed as trustee under this Ordinance, or its successor as trustee.

Article II.

Authorization, Obligations And Issuance Of Bonds.

SECTION 201. Authorization for Ordinance. This Ordinance is adopted by virtue of and pursuant to the home rule powers of the City. The City has ascertained and determines and declares that the adoption of this Ordinance is necessary to meet the needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made in this Ordinance is necessary or convenient in order to carry out and effectuate the purposes of the City to improve and maintain its streets and alleys, including bridges and other structures which are or will become part of the City's street system, and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City. Each and every covenant or agreement contained in this Ordinance and made in it is necessary, useful or convenient to secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

SECTION 202. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of Bonds by their Holders from time to time, the provisions of this Ordinance and any Supplemental Ordinance shall be a part of the contract of the City with the Holders of the Bonds and shall be deemed to constitute a contract among the City, the Trustee and the Holders from time to time of the Bonds.

SECTION 203. Authorization of Bonds. In order to provide sufficient funds for the financing or refinancing of Project Purposes, Bonds are hereby authorized to be issued from time to time in one or more Series, as provided in this Ordinance, without limitation as to amount, except as may be limited by law, for the purpose of (a) the payment, or the reimbursement for the payment of, costs of one or more Project Purposes and (b) the funding of the Debt Service Reserve Fund and any other Fund or Account as specified in the Series Ordinance under which Bonds are issued; including, in each case, payment of Costs of Issuance.

SECTION 204. Source Of Payment; Pledge Of Motor Fuel Tax Revenues.

(1) The Bonds shall be legal, valid and binding limited obligations of the City with a claim for payment solely from Motor Fuel Tax Revenues which may lawfully be used for the purpose of payment of Municipal Indebtedness or from certain other moneys and securities held by the Trustee under this Ordinance. Neither the full faith and credit nor the taxing power of the City,

the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal, Redemption and Purchase Prices of, or interest on, the Bonds.

(2) For the benefit of the Holders from time to time of the Bonds, the City pledges, assigns and grants to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues and all other moneys and securities held by the Trustee under this Ordinance which lawfully may be used for the purpose of payment of Municipal Indebtedness for payment in full of the principal, Redemption and Purchase Prices of, and interest on the Bonds, as such amounts become due and payable. Amounts required to be deposited in any Account of the Debt Service Fund secure and shall be used for only the Bonds with respect to which the Account is established.

This pledge and grant of lien and security interest is subject to the right of the City to apply any amounts not required to be deposited in the Debt Service Fund, or which are paid to the City or at the City's direction pursuant to this Ordinance, for its other lawful purposes.

(3) This pledge, assignment, and grant of lien and security interest shall be valid and binding from and after the date of issuance of any Bonds under this Ordinance; the Motor Fuel Tax Revenues so pledged, assigned and for which a grant of lien and security interest is made then or thereafter received by the City shall be immediately subject to the lien of such pledge, assignment and grant of lien and security interest without any physical delivery or further act; and the lien of such pledge, assignment and grant of lien and security interest shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice of the lien.

SECTION 205. Provision for Issuance of Bonds. The Bonds may be issued in one or more Series. The issuance of the Bonds shall be authorized by one or more Series Ordinances of the City adopted subsequent to this Ordinance.

The Bonds of each Series shall be executed by the City for issuance under the Ordinance and delivered to the Trustee, authenticated by the Trustee, and delivered by the Trustee to the City or upon its order, but only upon the receipt by the Trustee of:

(1) A Counsel's Opinion of nationally recognized bond counsel to the effect that (a) the City has the legal right and power to adopt the Ordinance and the Series Ordinance pertaining to that Series of Bonds, and the Ordinance has been duly and lawfully adopted by the City, is in full force and effect and is valid and binding upon the City, (b) the Series Ordinance pertaining to the Series of Bonds being issued has been duly and lawfully adopted, is in full force and effect and is valid and binding and conforms to the requirements of this Ordinance for such Series

Ordinance, and (c) the Bonds of such Series are valid and binding obligations of the City as provided in the Ordinance and are entitled to the benefits of the Ordinance as amended to the date of such Counsel's Opinion, and that such Bonds have been duly and validly authorized and issued in accordance with law, and are in accordance with this Ordinance.

(2) A written order as to the delivery of such Series of Bonds, signed by an Authorized Officer.

(3) A certificate, signed by an Authorized Officer, certifying the percentage, if any, of Motor Fuel Tax Revenues received by the City in each Fiscal Year which may not lawfully be used for the purpose of payment of Municipal Indebtedness, including, without limitation, pursuant to Sections 7-202.1c and 7-202.22 of the Use of Motor Fuel Tax Funds Act.

(4) In the case of each Series of Bonds, a copy of the Series Ordinance authorizing such Bonds, certified by the City Clerk, which Series Ordinance shall specify or, shall provide for the specification by an Authorized Officer of, the following:

(a) The authorized principal amount of that Series of Bonds;

(b) The purpose for which the Series of Bonds is being issued, which may be for any purpose for which the City by law is (or may, at the time of issuance of such Series of Bonds, be) authorized to issue such Series of Bonds;

(c) The maturity dates and amounts of each maturity and the first interest payment date of the Bonds of the Series and the date of the initially issued Bonds of the Series;

(d) The interest rate or rates for such Series of Bonds or the manner of determining such rate or rates and the date or dates on which interest is to be paid;

(e) The denomination or denominations of, and the manner of numbering and lettering the Bonds of such Series, provided that each Bond shall be of the denomination of \$5,000 or an integral multiple of that principal amount, not exceeding the aggregate principal amount of the Bonds of such Series maturing on the date of maturity of the Bond for which the denomination is to be specified and provided further that, with respect to Bonds which bear interest at variable rates, each such Bond may be of the denomination of \$100,000 or an integral multiple of that principal amount;

(f) Subject to Section 606 of this Ordinance, the amount, if any, received upon the issuance of that Series of Bonds to be deposited in the

Debt Service Reserve Fund and the method for meeting the Reserve Requirement with respect to such Series of Bonds;

(g) The Paying Agents or the method of appointing the Paying Agents and the place or places of payment of the principal, Redemption and Purchase Prices, if any, of, and interest on, the Bonds of such Series;

(h) The Redemption and Purchase Prices, if any, and, subject to Article IV of this Ordinance, the redemption and purchase terms, if any, for the Bonds of such Series;

(i) The provisions for the sale of the Bonds of such Series;

(j) The forms of the Bonds of such Series;

(k) The manner in which the Bonds of such Series are to be executed, including provisions for authentication of such Series of Bonds;

(l) The amount and due date of each Sinking Fund Installment for Term Bonds of such Series of Bonds, if any;

(m) The name of the Account to be established or maintained in the Debt Service Fund with respect to such Series of Bonds and the monthly deposit requirements to that Account in the Debt Service Fund for the Motor Fuel Tax Revenues and other amounts deposited or required to be deposited in the Debt Service Fund, as provided in Section 605 of this Ordinance;

(n) The credit, if any, against Sinking Fund Installments, upon a purchase or redemption of Bonds, as provided in Section 605 of this Ordinance;

(o) The deposit of any capitalized interest and accrued interest to the Debt Service Fund;

(p) Any additional money or funds assigned for direct payment to the Trustee for making required deposits in the Debt Service Fund; and

(q) The name of any Account to be established in the Project Fund, whether the Trustee or the City shall hold that Account and any method of disbursement of amounts to be held by the Trustee.

Bonds of a Series may be either Serial Bonds or Term Bonds, or a combination of Serial and Term Bonds. Each Series Ordinance shall provide for principal maturities or Sinking Fund Installments, or both, as the case may be. All Bonds of each such Series of like maturity shall be identical in all respects, except as to denominations and numbers and letters.

(5) A deposit, in connection with the issuance of any Bonds, of the amount, if any, necessary to be deposited in the Debt Service Reserve Fund so that the value of the Account in the Debt Service Reserve Fund securing such Bonds shall at least equal the Reserve Requirement for such Account calculated immediately after the delivery of such Series of Bonds (including in such deposit any Reserve Fund Credit Instrument provided so to be deposited in such Account in the Debt Service Reserve Fund by the relevant Series Ordinance, such instrument being valued as determined in accordance with Section 702 of this Ordinance).

(6) Such further documents as are required by the provisions of this Ordinance or by any Series Ordinance or any Supplemental Ordinance adopted pursuant to Article X of this Ordinance.

Article III.

General Terms And Provisions Of Bonds.

SECTION 301. Medium Of Payment; Form And Date.

(1) Principal of, interest on and the Redemption and Purchase Prices of the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Any Series Ordinance may also provide that any Bonds issued under it may be payable in any form of foreign currency described in it.

(2) The Bonds are authorized to be issued in the form of fully registered bonds or notes without coupons.

(3) Initially issued Bonds of each Series shall be dated as of the date specified for those Bonds in the Series Ordinance authorizing their issuance. Bonds of each Series exchanged or transferred before the first interest payment date for that Series shall be dated as of the date specified in the Series Ordinance for initially issued Bonds of that Series. Bonds delivered in exchange for other Bonds on or after that first interest payment date shall be dated as of their date of exchange or transfer if exchanged or transferred on an interest payment date, or if not exchanged or transferred on such a date, shall be dated as of the interest payment date next preceding their date of exchange or transfer. However, notwithstanding the previous sentence, if the interest on such Bonds shall be in default, as shown by the records of the Trustee, Bonds delivered in fully registered form in exchange or transfer for Bonds exchanged or transferred in default shall be dated as of the date specified in the Series Ordinance for initially issued Bonds of that Series, or the date to which interest has been paid in full on the Bonds surrendered,

whichever date is later. The Bonds shall bear interest from their date. All Bonds of each Series shall mature and each Sinking Fund Installment shall fall due on semiannual or annual maturity dates specified by the related Series Ordinance. Interest on all Bonds of each Series shall be payable on such dates specified by a Series Ordinance. The first interest payment date on the Bonds of a Series shall be such date as the City shall specify by the related Series Ordinance.

SECTION 302. Negotiability, Transfer and Registry. All the Bonds issued under this Ordinance shall, as provided in the Act, be negotiable, subject to provisions for registration and transfer contained in this Ordinance and in the Bonds. So long as any of the Bonds shall remain Outstanding, the City shall maintain and keep, at the corporate trust office of Trustee, books for the registration and transfer of Bonds. Upon presentation of any Bond for registration and transfer at that office, the City shall register or cause to be registered in those books, and shall permit to be transferred on those books, under such reasonable regulations as it or the Trustee may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the transfer and exchange of Bonds pursuant to this Ordinance at the corporate trust office of the Trustee. The Trustee is appointed Bonds Registrar for the Bonds.

SECTION 303. Transfer Of Bonds.

(1) Each Bond shall be transferable only upon the books of the City, which shall be kept for that purpose at the corporate trust office of the Trustee. Such a transfer may be made by the Holder of the Bond in person or by the Holder's agent duly authorized in writing, upon surrender of the Bond together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder, or such Holder's duly authorized agent. Upon the transfer of any such Bond, the City shall execute (and cause to be authenticated by the Trustee) and deliver a new Bond or Bonds registered as directed by the instrument of transfer, of the same Series, aggregate principal amount and maturity as the surrendered Bonds.

(2) The City and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price and Purchase Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary. The City agrees to indemnify and save the Trustee harmless from and against any and all loss, cost, charge, expense, judgment or liability

incurred by it, acting in good faith and without negligence under this Ordinance in so treating such Holder.

SECTION 304. Regulations With Respect to Transfer. In all cases in which the privilege of transferring Bonds is exercised, the City shall execute and cause to be authenticated and the Trustee shall deliver Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such transfers shall be canceled by the Trustee. For every such transfer of Bonds, whether temporary or definitive, the City or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. No other charge shall be made by the City or the Trustee as a condition precedent to such transfer. The cost of preparing each Bond upon each transfer, and any other expenses of the City or the Trustee incurred in connection with the transfer (except any applicable tax, fee or other governmental charge, other than one imposed by the City), shall be paid by the City. The City and the Trustee shall not be obliged to make any such transfer of Bonds of any Series during the fifteen (15) days next preceding an interest payment date on the Bonds of that Series or to make any such transfer in the case of any Bond proposed to be redeemed after the selection by the Trustee of such Bond for redemption.

SECTION 305. Bonds Mutilated, Destroyed, Stolen or Lost. In the case any Bond of any Series shall become mutilated or be destroyed, stolen or lost, the City shall execute and cause to be authenticated and delivered by the Trustee a replacement Bond of like Series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost (but numbered or lettered so as to indicate that it is a replacement Bond), in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon filing with the City of evidence satisfactory to the City and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership of such Bond, and upon furnishing the City with indemnity satisfactory to it and complying with such other reasonable regulations as the City may prescribe and paying such expenses as the City may incur. All mutilated Bonds so surrendered to the City shall be canceled by it. An Authorized Officer shall advise the Trustee and Paying Agents of the issuance of substitute Bonds.

SECTION 306. Preparation of Definitive Bonds; Temporary Bonds. Until definitive Bonds of any Series are prepared, the City may execute and cause to be authenticated by the Trustee in the same manner as is provided in this Ordinance, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions, as the definitive Bonds (except as to the denominations) one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations of \$5,000 or any integral multiples of that

amount authorized by the City, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Mayor or other Authorized Officer is authorized to enter into such agreements as may be necessary or desirable with the purchasers of any Bonds for issuance of such temporary Bonds. The City at its own expense shall prepare, execute and cause to be authenticated by the Trustee and, upon the surrender of such temporary Bonds, for which no payment or only partial payment has been provided, for exchange and the cancellation of such surrendered temporary Bonds, without charge to the Holder of such Bonds, shall deliver in exchange, at the corporate trust office of the Trustee, definitive Bonds. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Ordinance. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall then be promptly canceled by the Trustee.

SECTION 307. Provisions of Series Ordinances. Any Series Ordinance may provide for a record date for Bonds of that Series, so that the principal, interest and Redemption Price, or any of them, may be payable to the person in whose name the Bond is registered on the record date. A Series Ordinance establishing a record date may also make provisions consistent with the record date provision relating to the period of time prior to the interest payment date during which exchange or transfer of that Series of Bonds shall not be required to be made by the City. Any Series Ordinance may also include any other provision governing the form, transfer, registration, purchase or exchange of Bonds of that Series, whether or not consistent with the provisions of this Article III, provided that the provisions do not in any way adversely affect the rights of Holders of any of the Outstanding Bonds.

Article IV.

Redemption Of Bonds.

SECTION 401. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity pursuant to the provisions of a Series Ordinance shall be redeemable, upon such notice as provided in this Article IV, at such times, at such Redemption Prices and upon such terms as may be specified in the Series Ordinance authorizing such Series.

SECTION 402. Redemption at the Election of the City. In the case of any redemption of Bonds at the option of the City, an Authorized Officer shall give written notice to the Trustee of the City's election so to redeem such Bonds, of the redemption date, of the Series, of the principal amounts of the Bonds of such maturity of such Series so to be redeemed (the Series, maturities and principal amounts of the Bonds to be redeemed to be determined by the City, subject to the limitations with respect to such

determination contained in this Ordinance and any Series Ordinance) and of the moneys to be applied to the payment of the Redemption Price and the interest accrued and unpaid on the principal amount of the Bonds to be redeemed to the redemption date. Except to the extent otherwise provided for any Series of Bonds in the Series Ordinance authorizing that Series of Bonds, that notice shall be given at least sixty (60) days prior to the redemption date or such shorter period (not less than thirty (30) days) as shall be acceptable to the Trustee. In the event any required notice of redemption shall have been given as provided in Section 405 of this Ordinance, the Trustee shall pay to the appropriate Paying Agents an amount in cash which, if it holds the moneys to be applied to the payment of the Redemption Price and the interest to the redemption date accrued and unpaid on the principal amount of the Bonds to be redeemed (or, if the Trustee does not hold such moneys; the City shall, prior to the redemption date, pay to the Trustee and the appropriate Paying Agents an amount in cash which, together with other moneys, if any, available for that payment held by the Trustee and those Paying Agents) will be sufficient to redeem all of the Bonds to be redeemed, on the redemption date and at the Redemption Price for those Bonds together with accrued and unpaid interest on those Bonds to the redemption date. The City shall promptly notify the Trustee in writing of all such payments made by the City to a Paying Agent other than the Trustee.

SECTION 403. Redemption Otherwise than at City's Election. Whenever by the terms of this Ordinance or any Series Ordinance the City is required to redeem Bonds pursuant to Sinking Fund Installments or otherwise, the Trustee shall select in accordance with the provisions of Section 404 of this Ordinance the Bonds to be redeemed, give any required notice of redemption and pay out the Redemption Price and interest accrued and unpaid to the redemption date on those Bonds to itself and the appropriate Paying Agents in accordance with the terms of this Article IV in order to effect such redemption.

SECTION 404. Selection of Bonds to be Redeemed by Lot. In the event of redemption of less than all of the Bonds of any Series and maturity, the Trustee shall assign to each Bond of the Series and maturity to be redeemed a distinctive number for each \$5,000 of the principal amount of such Bond. The Trustee shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to those Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds of such Series and maturity to be redeemed. The Bonds to be redeemed shall be the Bonds in fully registered form to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond in fully registered form of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

SECTION 405. Notice of Redemption. When the Trustee shall receive notice from an Authorized Officer of the City's election to redeem City obligations pursuant to Section 402 of this Ordinance, or when redemption of Bonds is required by this Ordinance pursuant to Section 403 of this Ordinance, the Trustee shall give notice, in the name of the City, of the redemption of such Bonds except to the extent otherwise provided for any Series of Bonds in the Series Ordinance authorizing that Series of Bonds. The notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any Series and maturity are to be redeemed, the letters and numbers of such Bonds so to be redeemed. In the case of Bonds to be redeemed in part only, the notice shall also specify the respective portions of the principal amount to be redeemed. The notice shall further state that on the redemption date there shall become due and payable upon each Bond the Redemption Price of the specified portions of the principal to be redeemed, together with unpaid interest accrued to the redemption date on the principal of the Bonds to be redeemed, and that from and after that date interest on such principal amount shall cease to accrue and be payable. The Trustee shall mail a copy of the notice, except to the extent otherwise provided for any Series of Bonds in the Series Ordinance authorizing that Series of Bonds, first class postage prepaid, not less than thirty (30) days nor more than (60) days prior to the redemption date, to the Holders of any Bonds or portions of Bond which are to be redeemed at their last addresses, if any, appearing upon the registry books of the City, but such mailing shall not be a condition precedent to such redemption and the failure of any Holder to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

SECTION 406. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 405 of this Ordinance, the Bonds or portions of Bonds so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date on the principal of the Bonds to be redeemed, and, upon presentation and surrender of such Bonds at the offices specified in such notice, together with, in the case of Bonds presented by other than the Holder, a written instrument of transfer duly executed by the Holder or that Holder's duly authorized attorney, such Bonds, or portions of such Bonds, as the case may be, shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date on the Bonds to be redeemed. If there shall be selected for redemption less than all of the principal amount of a Bond, the City shall execute and deliver, upon the surrender of such Bond, without charge to the Holder of that Bond, for the unredeemed portion of the principal amount of the Bond so surrendered, Bonds of like Series and maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions of the Bonds of any Series and maturity to be redeemed, together with interest to the redemption date, shall be held by the Trustee and Paying Agents so as to be available for that redemption on that date and if notice of redemption shall have been given as provided in this Article, then,

from and after the redemption date, interest on the Bonds or portions of Bonds of such Series and maturity so called for redemption shall cease to accrue and become payable. If those moneys shall not be so available on the redemption date, such Bonds or portions of such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Article V.

Custody And Application Of Proceeds.

SECTION 501. Establishment of Project Fund. The Project Fund is established as a separate and distinct fund and is to be used as provided in this Ordinance and any Series Ordinances authorizing the issuance of Bonds. All proceeds of any Series of Bonds which are designated by the Series Ordinance authorizing the issuance of that Series of Bonds to be used for Project Purposes may be deposited in the Project Fund. The City may, in the Series Ordinance authorizing any such Series of Bonds, provide for the creation of separate and distinct Accounts within the Project Fund, to be used as provided in the Series Ordinance. All moneys deposited in the Project Fund shall be held by either the Trustee or the City as shall be directed by the Series Ordinance and shall be disbursed as provided in the applicable Series Ordinance. The City shall deposit at the direction of the Trustee in the Debt Service Fund to the credit of the Rebate Accounts the amounts as shall be required to be held available for rebate to the United States of America with respect to each Series of Bonds; provided, however that such deposits shall be made only to the extent that amounts deposited in the Rebate Accounts pursuant to Section 604(5) of this Ordinance are not sufficient to meet those deposit requirements. All interest and other investment income earned on the Project Fund shall be deposited in the Project Fund (to the credit of the Accounts within the Project Fund, if any, on the basis of their contribution to the cost of the relevant investment). If a Series Ordinance provides for money deposited in any Account in the Project Fund to be held by the Trustee, those amounts, and interest and other investment income on those amounts, shall be disbursed as provided in that Series Ordinance. No Series Ordinance so providing such deposits to be held by the Trustee shall be effective without the consent of the Trustee as to that deposit and method of disbursement.

SECTION 502. Establishment of Additional Funds. The City may, in the Series Ordinance authorizing the issuance of any Series of Bonds, establish additional Funds to be held, invested and disbursed by the Trustee as provided in the Series Ordinance.

Article VI.

*Establishment And Application Of Motor Fuel Tax Revenue Fund,
Debt Service Fund And Debt Service Reserve Fund.*

SECTION 601. Establishment Of Motor Fuel Tax Revenue Fund.

(1) The Motor Fuel Tax Revenue Fund is established as a separate and distinct fund, to be maintained by the Trustee. While any of the Bonds are outstanding, the City shall pay to the Trustee for deposit in the Motor Fuel Tax Revenue Fund all Motor Fuel Tax Revenues received by the City.

(2) Upon receipt of any amounts paid or deposited in the Motor Fuel Tax Revenue Fund, the Trustee shall determine the percentage of such amount which lawfully may not be used for payment of Municipal Indebtedness. The Trustee shall make that determination solely on the basis of the most recent City certificate delivered pursuant to Section 205(3) or 914 of this Ordinance. The amount of each deposit of Motor Fuel Tax Revenues which shall be deemed to be lawfully available for payment of Municipal Indebtedness shall not be greater than the product of the amount deposited and a fraction equal to the percentage identified in such City certificate. The Trustee shall pay the amount which is deemed not to be lawfully available for payment of Municipal Indebtedness to the City, or upon the City's direction. The Trustee shall deposit the remaining amount in the Debt Service Fund as provided in this General Ordinance.

SECTION 602. Establishment of Debt Service Fund. The Debt Service Fund is established as a separate and distinct fund, to be maintained by the Trustee in trust for the Holders from time to time of the Bonds, and shall be invested and used, all as provided by this Ordinance. This trust shall be irrevocable so long as any of the Bonds are outstanding. All receipts of Motor Fuel Tax Revenues not paid to the City pursuant to Section 601(2) of this Ordinance shall be deposited by the Trustee in the Debt Service Fund. Other funds of the City shall be deposited in the Debt Service Fund and the Debt Service Reserve Fund as required by this Ordinance. Amounts in the Debt Service Fund and the Debt Service Reserve Fund shall be used only as provided in this Ordinance and any Series Ordinance.

SECTION 603. Creation of Accounts in the Debt Service Fund. The City shall, in the Series Ordinance authorizing the issuance of any Series of Bonds, provide for the establishment of separate Accounts within the Debt Service Fund relating to particular Series of Bonds. Amounts deposited in each month in the Debt Service Fund shall be credited to and deposited by the Trustee in the various Accounts in the Debt Service Fund as provided in Section 605. The creation of separate Accounts in the Debt Service Fund for particular Series of Bonds shall not create any preference of one Series of Bonds over any other Series, except that amounts required to be deposited in

any Account of the Debt Service Fund secure and shall be used for only the Bonds with respect to which the Account is established. The deposits to be made to the various Accounts shall be made each month proportionately on the basis of the amounts required to be deposited in each Account. The investments and deposits of any of the various Accounts in the Debt Service Fund may be commingled with any other of those Accounts, except as provided with respect to Rebate Accounts in Section 702 of this Ordinance. There is established in the Debt Service Fund a separate Rebate Account with respect to each Series of Bonds.

SECTION 604. Deposits And Credits To The Accounts In The Debt Service Fund.

(1) From all amounts deposited in the Debt Service Fund the Trustee shall make the deposits and credits to the various Funds and Accounts as provided in this Section.

(2) In each Series Ordinance establishing an Account in the Debt Service Fund, the City shall provide a monthly deposit requirement with respect to such Account (other than the Rebate Account). Amounts deposited in the Debt Service Fund in respect of a monthly deposit requirement for an Account shall be credited to that Account. The monthly deposit requirement may be expressed in absolute dollar terms or as a formula, but shall provide for the deposit of amounts sufficient to pay the principal, Redemption Price and Purchase Price of, and interest on the Bonds of the relevant Series as those amounts come due. With respect to Bonds for which a redemption or purchase requirement is provided to be paid through a Credit Support Instrument the Series Ordinance need not set forth specific deposit requirements in respect of those amounts, but the City shall make, in any event, deposits in the Debt Service Fund sufficient to meet all obligations of City with respect to those requirements.

(3) The deposit requirements with respect to each Series of Bonds for each month while they are outstanding shall not be less than the amounts specified in this paragraph in respect of interest and of principal.

(a) The amount in respect of interest shall not be less than the product of the interest coming due on the next interest payment date on that Series and a fraction, the numerator of which is one and the denominator of which is the number of months less one from the preceding interest payment date on that Series to the next interest payment date, provided, however, that denominator may not be less than one, or, in respect of interest on the first interest payment date, from the date of the Series to that next interest payment date, until the full amount of that interest on the next interest payment date is on deposit. The deposit requirements in respect of interest may be reduced (including to zero) to the extent that

amounts specified in a Series Ordinance pursuant to Section 205(4)(n) are on deposit in the Debt Service Fund to the credit of the Account in that Fund. With respect to Bonds which will bear interest at variable rates, the monthly deposit requirements in respect of interest shall be calculated as provided in the Series Ordinance.

(b) The amount in respect of principal, except for the first principal payment date for a Series, shall not be less than the product of the principal coming due (whether at maturity or pursuant to Sinking Fund Installments) on the next such principal payment date and a fraction, the numerator of which is one and the denominator of which is the number of months less one from the preceding principal payment date to the next principal payment date, provided, however that the denominator may not be less than one, until the full amount of that principal on the next principal payment date is on deposit. The amount in respect of principal on the first principal payment date shall be the amounts specified in the Series Ordinance for that Series, which shall be sufficient so that the full amount of that principal shall have been provided to have been deposited (based on dates for deposit of Motor Fuel Tax Revenues as anticipated by the City) not less than 20 days prior to that principal payment date.

(c) With respect to Bonds for which there is a purchase, mandatory redemption or similar requirement which is provided to be paid through a Credit Support Instrument, the required deposits described in paragraph (4) in respect of principal shall be based on scheduled principal payments (at maturity or pursuant to Sinking Fund installments) and not based on purchase, redemption or similar requirements so provided to be paid through such an instrument.

(4) In any period in which there is any deficiency in any Account in the Debt Service Fund, the amount of the deficiency shall be added to and be a part of the monthly deposit requirement for such Account for that and all succeeding periods until there no longer remains any such deficiency.

(5) There shall be deposited in the Debt Service Fund to the credit of the Rebate Accounts, after there are no deficiencies in any of the other Accounts in the Debt Service Fund or the Debt Service Reserve Fund, the amounts as shall be required to be held available for rebate to the United States of America with respect to each Series of Bonds. The amounts so to be held available shall be determined from time to time by the City pursuant to the Series Ordinances, as certified by an Authorized Officer to the Trustee.

(6) In any month after all of the required deposits and credits to all Accounts in the Debt Service Fund have been made (other than the Rebate Accounts) and there is no deficiency in any of the Accounts (other than the Rebate Accounts) the Trustee shall pay from the Debt Service Fund proportionately to the Accounts in the Debt Service Reserve Fund any

remaining amounts in the Debt Service Fund until the value of each Account in the Debt Service Reserve Fund, calculated as provided in Section 702 of this Ordinance, shall equal the Reserve Requirement for such Account, and then shall credit to the Rebate Accounts proportionately until there are no deficiencies in any such Accounts, and then shall pay any remaining amounts in the Debt Service Fund to the City, or upon the City's direction.

(7) If for any reason in any month the required deposits and credits are not made to the Debt Service Fund and all Accounts in it and to the Debt Service Reserve Fund and all Accounts in it, then the City may make up such deficiency. The Trustee shall deposit in and credit any funds received from the City as provided in this paragraph (7) first to the Debt Service Fund Accounts other than the Rebate Accounts, proportionately on the basis of the amount of the deficiency in each such Account, then to the Debt Service Reserve Fund Accounts proportionately on the basis of the amount of the deficiency in each such Account, and then proportionately to the Rebate Accounts.

(8) If for any reason in any month the required deposits and credits are not made to the Debt Service Fund and all Accounts in it and to the Debt Service Reserve Fund and all Accounts in it by the last date in the month in which the Motor Fuel Tax Revenues are normally received by the City, and in any event by the 25th day of the month, then the Trustee shall so notify the City and, whether or not it receives that notice, the City shall make all required deposits as provided in paragraph (6) of this Section.

SECTION 605. Use And Withdrawal Of Money From The Accounts In The Debt Service Fund.

(1) Amounts deposited in or credited to the Accounts in the Debt Service Fund, subject to investment as provided in Article VII, shall be used only as provided in this Section 605.

(2) The Trustee shall pay first out of the appropriate Account in the Debt Service Fund (other than the Rebate Account) and then out of the Rebate Account, in each case pertaining to each Series of Bonds, to the Paying Agents for that Series of Bonds, on the business day preceding each interest payment date or principal payment date (whether at maturity or pursuant to Sinking Fund Installments), or mandatory redemption date or date of required purchase not being made through a Credit Support Instrument, an amount equal to the principal, Redemption and Purchase Prices and interest on the Series of Bonds coming due on the following business day. If no Paying Agent is provided by a Series Ordinance for payment of any particular amounts on any Bond the Trustee shall pay the amount due directly to the Holders of those Bonds. In lieu of making payments to a Paying Agent on the business day prior to the day that a payment with

respect to Bonds are due, the Trustee at the direction of the Comptroller or other Authorized Officer, and with the approval of the Paying Agent, may on that prior business day deposit Investment Obligations maturing on the day of payment sufficient for that payment.

(3) The Trustee shall use, upon the written direction of the Treasurer or other Authorized Officer of the City, amounts in any Account, other than a Rebate Account, to purchase Bonds of the Series to which such Account pertains at a price not in excess of the principal amount (or Compound Accreted Value with respect to Bonds sold at a discount in excess of 2%) plus accrued interest to the date of purchase; provided, however, that amounts in an Account may be so used only if after any purchase there shall remain on deposit in such Account an amount equal to the amount which would have been required to have been deposited had the purchased Bonds never been Outstanding. The principal amount of the Bonds so purchased shall be applied against the Sinking Fund Installments for the Series of Bonds purchased as provided in the Series Ordinance authorizing the issuance of that Series.

(4) Amounts in Rebate Accounts shall be used at the direction of an Authorized Officer to make rebate payments to the United States of America. Amounts in a Rebate Account in excess of the amounts which the City shall determine is needed for making rebates, shall no longer be required to be deposited in that Rebate Account and shall be treated as provided in paragraph (5) of this Section.

(5) In each month, the Trustee, upon required deposits to the Debt Service Fund and the Debt Service Reserve Fund having been made, shall immediately pay to the City amounts in the Debt Service Fund in excess of the then required deposits and credits in all Accounts in the Debt Service Fund.

SECTION 606. Debt Service Reserve Fund.

(1) There is established and created a separate and distinct fund to be maintained by the Trustee and entitled the "Debt Service Reserve Fund" (the "Debt Service Reserve Fund"). The City may, in any Series Ordinances, provide for the establishment of separate Accounts within the Debt Service Reserve Fund relating to particular Series of Bonds. The creation of separate Accounts in the Debt Service Reserve Fund for particular Series of Bonds shall not create any preference of one Series of Bonds over any other Series, except that amounts required to be deposited in any Account of the Debt Service Reserve Fund shall secure and shall be used only for the Bonds with respect to which the Account is established. Transfers or deposits to be made to the various Accounts shall be made proportionately on the basis of the amount of the deficiency in each Account prior to any such transfer or deposit. The investments and deposits of any of the various Accounts in the

Debt Service Reserve Fund may be commingled with any other of those Accounts. The City shall pay to the Trustee for deposit in a Debt Service Reserve Fund Account that portion of the proceeds of the sale of any Series of Bonds as shall be provided by the Series Ordinance authorizing that Series of Bonds. The City shall pay to and deposit in the Debt Service Reserve Fund all amounts provided to be transferred to the Debt Service Reserve Fund from the Debt Service Fund pursuant to paragraph (6) of Section 604 of this Ordinance.

(2) All amounts on deposit in any Account of the Debt Service Reserve Fund shall be held in trust for the sole benefit of the Holders of the Bonds which such Account secures and shall be applied and used solely for the payment of principal of the Bonds secured by such Account, at maturity or on Sinking Fund Installments or purchase dates, and for the payment of interest on such Bonds as it falls due, as provided in paragraph (3) of this Section, or for the purpose specified in paragraph (7) of this Section, and shall not be used for any other purpose.

(3) Amounts in the respective Debt Service Reserve Fund Account shall be transferred by the Trustee to the credit of the respective Debt Service Fund Account at the times and in the amounts as required in order to pay principal of the Bonds secured by such Debt Service Reserve Fund Account at maturity or on Sinking Fund Installment or purchase dates and to pay interest on such Bonds as it falls due, if there are not sufficient amounts in the Debt Service Fund Account for that purpose.

(4) On January 1 of each year beginning in 1992, and also on each date that any Reserve Fund Credit Instrument is deposited with the City, or as soon after those dates as feasible, the Trustee shall pay to and deposit in the Debt Service Fund proportionately to the credit of the various Accounts with respect to the various Series of Bonds all amounts in any Debt Service Reserve Fund Account to the extent the value of the Debt Service Reserve Fund Account is in excess of the Reserve Requirement for such Account. On each date that the City issues Additional Bonds for the purpose of refunding all or a portion of any Series of Bonds, the Trustee shall pay at the direction of the City, which direction shall be made by the Comptroller, all amounts in the Debt Service Reserve Fund Account with respect to the refunded Series of Bonds to the extent the value of that Debt Service Reserve Fund Account is in excess of the Reserve Requirement for such Account.

(5) The Trustee annually shall determine on or about the final day of the Bond Year whether that the total amount in the Debt Service Reserve Fund, together with all amounts in the Debt Service Fund (other than in Rebate Accounts), will be sufficient to pay or to redeem or to provide for the payment or redemption of all the Outstanding Bonds, in which case the Trustee shall pay to and deposit in the Debt Service Fund to the credit of the various accounts with respect to the various Series of Bonds (other than the Rebate Accounts) such remaining amounts in the Debt Service Reserve Fund.

(6) The Debt Service Reserve Fund shall be separate and segregated from all other funds and accounts of the Trustee. Cash funds and investments in the Debt Service Reserve Fund shall not be commingled with other funds or accounts of the Trustee.

(7) All or any part of the Reserve Requirement may be met by deposit with the Trustee of a Reserve Fund Credit Instrument. A Reserve Fund Credit Instrument shall, for purposes of determining the value of a Debt Service Reserve Fund Account, be valued at the Reserve Fund Credit Instrument Amount for that Reserve Fund Credit Instrument, except as provided in the next two sentences. If a Reserve Fund Credit Instrument is to terminate (or is subject to termination) prior to the last principal payment date on any Outstanding Bond secured by the Debt Service Reserve Fund Account, then the Reserve Fund Credit Instrument Amount of that Instrument shall be reduced by the amount provided in the next sentence. The amount of the reduction shall be the amount, if any, by which the value of the Debt Service Reserve Fund Account, not counting the value of Reserve Fund Credit Instrument Amount of that Instrument, is less than the Reserve Requirement for such Account after the first day that the Reserve Fund Credit Instrument is so to terminate (or is subject to termination); provided, however, if the Series Ordinance with respect to such Bonds requires deposits to be made in the Debt Service Reserve Fund Account equal in each year, starting not less the three years prior to the termination date, of not less than one-third the original Reserved Fund Credit Instrument Amount of the Instrument until such deposits shall equal the amount of that original Amount, then the reduction shall be only by that amount from time to time that deposits have so been required to have been made in the Debt Service Reserve Fund Account; and provided further, if by the terms of the Reserve Fund Credit Instrument and the terms of the related Series Ordinance, the Trustee has the right and duty to draw upon the Instrument prior to its termination for deposit in the Debt Service Reserve Fund Account all or part of its Amount, then the reduction shall be only by that amount as the City shall not have the right and duty so to make a draw. Any amounts in the Debt Service Reserve Fund Account which are not required to be transferred to the Debt Service Fund pursuant to paragraph (3) of this Section may, from time to time, be used to pay costs of acquiring a Reserve Fund Credit Instrument or to make payments due under a reimbursement agreement or to reinstate coverage with respect to a Reserve Fund Credit Instrument, but only if, after such payment, the value of each Account in the Debt Service Reserve Fund shall not be less than the Reserve Requirement for such Account. The City may provide for the pledge and assignment and grant of a lien or any security interest in the amounts on deposit in the Debt Service Reserve Fund Account to any provider of a Reserved Fund Credit Instrument deposited in such Account to secure the City's obligation to make payments under a related reimbursement agreement; provided, however, that any such lien or security interest shall be junior to the claim of the Trustee for the benefit of the Holders of the Bonds secured by such Account.

(8) The City by this Ordinance assigns to the Trustee its rights to enforce each Reserve Fund Credit Instrument. The Trustee shall have the right to enforce each such instrument at law or in equity with or without the further consent or participation of the City. This assignment to the Trustee of the right to enforce each such instrument shall not prevent the City from enforcing any such Instrument on its own behalf to the extent that such enforcement by the City will not adversely affect the rights of the Holders of the Bonds and is not inconsistent with any action for enforcement brought by the Trustee.

(9) The City is authorized and directed to file a claim, give notice, or take such other appropriate actions as shall be required in order to effect payment under or make a draw upon any Reserve Fund Credit Instrument as those amounts are needed for use for paying principal of and interest on the respective Series of Bonds, or for making a deposit in the respective Debt Service Reserve Fund Account as provided in the related Series Ordinance. The City shall deposit all such amounts received by it in the respective Debt Service Fund Account.

SECTION 607. Investment Income. All interest and other investment earnings on amounts in the Debt Service Fund or any Account in it or in the Debt Service Reserve Fund or any Account in it shall be deposited in the Debt Service Fund to the credit of the Account in which it was earned and shall be used in the same manner as other amounts in the Debt Service Fund and that Account.

Article VII.

Security For Deposits And Investments Of Funds.

SECTION 701. Security for Deposits. All moneys held under this Ordinance by the Trustee shall be continuously and fully secured for the benefit of the City and the Holders of the Bonds, as their respective interests may appear, by Investment Obligations of a market value at least equal at all times to the amount of the deposit so held by the Trustee. However, it shall not be necessary for the Trustee to give security for such amount of moneys as is insured by federal deposit insurance, for the Trustee to give security for any moneys which shall be represented by Investment Obligations purchased under the provisions of this Ordinance as an investment of such moneys, or for any Paying Agent to give security for the deposit of any moneys held by it in trust for the Holders of Bonds.

SECTION 702. Investment Of Funds And Accounts Held By The Trustee.

(1) Upon direction of an Authorized Officer, moneys in the Funds and Accounts established by this Ordinance shall be invested by the Trustee in Investment Obligations so that the maturity date 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 moneys in the Funds and Accounts will be required for the purposes provided in this Ordinance, provided that such maturity date or redemption date shall be on, or prior to, the times at which such moneys will be so required. The Trustee shall maintain all amounts in each Fund established by this Ordinance in investments and moneys which are separate and distinct from those of any other Fund. The Trustee shall maintain all amounts in each Rebate Account in investments and deposits which are separate and distinct from those or any other Fund or Account.

(2) Moneys in the Debt Service Reserve Fund shall be invested by the Trustee upon direction of an Authorized Officer, in Investment Obligations the maximum maturity of which shall not be more than ten (10) years from the date of such investment; provided, however, that at least 25% of the moneys in each Account of the Debt Service Reserve Fund shall from time to time be invested in Investment Obligations the average maturity of which shall not be more than two (2) years from the date of any investment. A Reserve Fund Credit Instrument shall be treated, for purposes of this Ordinance, as an investment in an Investment Obligation of a maturity equal to the number of days of advance notice which must be given in order to obtain payments on it.

(3) In computing the value of any Fund or Account held by the Trustee under the provisions of this Ordinance, obligations purchased as an investment of moneys in such Fund or Account shall be valued at the cost or market price of such obligations, whichever is lower, exclusive of accrued interest, except that with respect to the Debt Service Reserve Fund, obligations shall be valued at par, or if purchased at less than par, at their cost to the City.

(4) The Trustee shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Fund or Account for which such investment was made. The Trustee shall advise the City as promptly as possible after the end of each calendar month, of the details of all investments held for the credit of each Fund and Account in its custody under the provisions of this Ordinance as of the end of that month.

SECTION 703. Liability of Trustee for Investments. The City shall authorize, direct and confirm in writing by an Authorized Officer, all

investments made by the Trustee. If the City fails to direct investments, the Trustee shall invest such amount in Investment Obligations of the type described in paragraph (a) of the definition of "Investment Obligations" which mature within thirty (30) days of the date of purchase by the Trustee. The Trustee shall not be liable or responsible for the making of any investment authorized by the provisions of this Article, in the manner provided in this Section, or for any loss resulting from any such investment so made, except for its own negligence or default.

Article VIII.

The Trustee And Paying Agents.

SECTION 801. Trustee; Appointment and Acceptance of Duties. Continental Bank, National Association, Chicago, Illinois, is appointed Trustee under this Ordinance. The Trustee shall signify its acceptance of the duties and obligations imposed on it by this Ordinance by a written instrument of acceptance deposited with the City prior to issuance of the first Series of Bonds.

SECTION 802. Paying Agents; Appointment And Acceptance Of Duties.

(1) The City may appoint one or more Paying Agents for the Bonds of any Series in the Series Ordinance authorizing such Bonds and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in Section 811 of this Ordinance for the appointment of a successor Paying Agent. The Trustee may be appointed to act as Paying Agent notwithstanding that it may then be acting in the capacity of the Trustee. Moneys paid to Paying Agents pursuant to this Ordinance shall be held in trust for the Holders of the Bonds.

(2) Each Paying Agent shall signify its acceptance of the duties and Obligations imposed upon it by the Ordinance by written instrument of acceptance deposited with the City and the Trustee.

(3) The principal and Redemption Price of all Bonds shall be payable at the corporate trust office of the relevant Paying Agent, or as otherwise provided in a Series Ordinance. Interest on Bonds shall be payable by check mailed by the Trustee or the relevant Paying Agent to the Holders of those Bonds at their addresses as shown on the registry books of the City maintained at the Trustee, or as otherwise provided in a Series Ordinance.

SECTION 803. Responsibilities of Trustee and Paying Agents. The recitals of fact in this Ordinance, the Series Ordinances, and the Bonds shall be taken as the statements of the City, and neither the Trustee nor any Paying Agent assumes any responsibility for their correctness. Except as explicitly provided in this Ordinance, neither the Trustee nor any Paying Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance, the Series Ordinances, or the Bonds or in respect of the security afforded by such documents. Except as explicitly provided in this Ordinance, neither the Trustee nor any Paying Agent shall have any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds of the Bonds. Neither the Trustee nor any Paying Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of its duties and obligations under this Ordinance, or to advance any of its own moneys unless properly indemnified to its reasonable satisfaction. Neither the Trustee nor any Paying Agent shall be liable in connection with the performance of its duties and obligations under this Ordinance except for its own negligence or default or breach of trust. Neither the Trustee nor any Paying Agent shall have any responsibility or duty with respect to the application of any moneys paid by any of them to any other.

SECTION 804. Evidence on which Trustee and Paying Agents may Act. The Trustee and any Paying Agent may act upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties and shall not be liable for any such action. The Trustee and any Paying Agent may consult with counsel of recognized competency in such matters who may or may not be counsel to the City, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or allowed by the Trustee or any Paying Agent under this Ordinance in good faith and in accordance with such opinion or advice. Whenever the Trustee or any Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking any action under this Ordinance, or any Series Ordinance, such matter (unless other evidence is specifically prescribed by such document) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or allowed in good faith under the provisions of such document, but in its discretion the Trustee or any Paying Agent may in lieu of such certificate accept other evidence of such fact or matter or may require such further or additional evidence as may seem reasonable to it. Except as otherwise expressly provided in this Ordinance, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision of this Ordinance by the City to the Trustee or any Paying Agent shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

SECTION 805. Compensation. The City shall pay to the Trustee and to each Paying Agent from time to time reasonable compensation for all

services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in the performance of their powers and duties under this Ordinance. The City further agrees to defend, indemnify and save the Trustee or any Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under this Ordinance, and which are not due to its negligence or default. Such payment of fees and indemnification of the Trustee and each Paying Agent shall be from available funds of the City. The Trustee and the Paying Agents shall have no right to have any set-off, lien or other right to any amounts in the various Funds and Accounts for such purposes.

SECTION 806. Permitted Acts and Functions. The Trustee or any Paying Agent may buy, own, hold and sell (including acting as an Underwriter in respect of) any Bonds or other bonds or notes of the City; and may engage or be interested in any financial or other transaction with the City (including acting as principal with respect to the purchase or sale of Investment Obligations) with like effect and with the same rights as if it were not such Trustee or Paying Agent.

SECTION 807. Resignation Or Removal Of Trustee.

(1) The Trustee may at any time, except during such time as the City shall have failed to pay (and shall continue to fail to pay) principal on any Bonds at maturity or on Sinking Fund Installment dates or to pay interest on any Bond as it comes due or to make any required deposits into the Debt Service Fund, resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the City and publishing notice of the resignation, specifying the date when such resignation shall take effect, once in a daily newspaper of general circulation in the City of Chicago. Such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, as provided in Section 808 of this Ordinance, in which event such resignation shall take effect immediately on the appointment of the successor.

(2) The Trustee shall be removed by the City if at any time the City is so requested by an instrument or concurrent instruments in writing filed with the Trustee and the City, and signed by the Holders of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the City. The City may remove the Trustee at any time, except during such time as the City shall have failed to pay (and shall continue to fail to pay) principal of any Bond (at maturity or on Sinking Fund Installment dates) or to pay interest on any Bond as it comes due or to make any required deposits into the Debt Service Fund, for such cause as shall be determined by the City by

filing with the Trustee an instrument of removal signed by an Authorized Officer of the City.

SECTION 808. Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the City shall then by resolution appoint a successor Trustee. The City shall publish notice of any such appointment made by it in a daily newspaper of general circulation in the City, such publication in each case to be made within twenty (20) days after such appointment. If appointment of a successor Trustee shall not be made as required by the foregoing provisions of this Section within forty-five (45) days after the Trustee shall have given to the City written notice, as provided in Section 807 of this Ordinance, or after a vacancy in the office of the Trustee shall have otherwise occurred, the Trustee or any Holder of the Bonds may apply to any court of competent jurisdiction to appoint a successor Trustee. That court may thereupon, after such notice, if any, as such court may deem proper, prescribe and appoint a successor Trustee. Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company organized under the laws of the State of Illinois or a national banking association doing business and having its principal office in the City, shall have significant prior experience as a trustee under bond resolutions or indentures of trust, shall have a capital and surplus aggregating at least Twenty Million Dollars (\$20,000,000) and shall be willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance.

SECTION 809. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under the Ordinance shall execute, acknowledge and deliver to its predecessor as Trustee, and also to the City, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the City or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property or right held by it under this Ordinance, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in this Ordinance. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and

instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Mayor or other Authorized Officer. Any successor Trustee shall promptly notify the Paying Agents of its appointment.

SECTION 810. Merger, Conversion or Consolidation. Any company into which the Trustee or any Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee or any Paying Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Trustee or Paying Agent without the execution or filing of any paper or the performance of any further act, provided with respect to the Trustee that such company shall be a bank or trust company organized under the laws of the State of Illinois or a national banking association doing business and having its principal office in the City, and otherwise qualifying under Section 808 of this Ordinance for appointment as a Trustee and shall be authorized by law to perform all the duties imposed upon it by this Ordinance.

SECTION 811. Resignation or Removal of Paying Agents and Appointment of Successors. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving at least sixty (60) days' written notice to the City and the Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer of the City. Any successor Paying Agent shall be appointed by the City and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having a capital and surplus aggregating at least Twenty Million Dollars (\$20,000,000), and willing and able to accept the office of Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor then appointed, to the Trustee until such successor is appointed. The City shall notify the Trustee and the Holders of the Bonds in the manner provided for notification of redemption in Section 405 of this Ordinance as to the appointment of a successor Paying Agent.

SECTION 812. Powers of Trustee to Enforce Compliance. The Trustee shall have all the rights, duties and powers as provided in other Sections of this Ordinance. In addition, the Trustee shall have power, in its sole discretion, but shall not be obligated, to bring any legal proceedings on behalf of any Holders of the Bonds to enforce the provisions of this Ordinance, any Series Ordinance or any security for the Bonds as provided by such documents.

SECTION 813. Trustee's Duty Of Care; Arbitrage.

(1) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Ordinance or any Series Ordinance authorizing the issuance of a Series then Outstanding. In case an Event of Default has occurred (and has not been cured) the Trustee shall exercise such of the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provisions of this Ordinance relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

(2) The Trustee will not direct any action which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or direct or permit any action inconsistent with the applicable regulations under the Code as amended from time to time and as applicable to such Bond. The Trustee in this regard may rely on advice from nationally recognized bond counsel selected by the City.

*Article IX.**Particular Covenants Of The City.*

The City covenants and agrees with the Trustee and the Holders from time to time of the Bonds that, while any Bonds are Outstanding, it shall comply with, observe and perform each of the covenants set forth in this Article, in addition to the obligations of the City set forth elsewhere in this Ordinance or in the Series Ordinances. The City authorizes and directs each of its officers and agents to carry out all these covenants and obligations.

SECTION 901. Payment of Bonds. The City shall duly and punctually pay or cause to be paid (but only from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness), the principal, Redemption and Purchase Prices of and the interest on every Bond, at the dates and places and in the manner specified in this Ordinance, the Series Ordinances and the Bonds. The City will apply, deposit, invest and use all moneys required to be deposited in the various Funds and Accounts established by this Ordinance, all as provided in this Ordinance and the Series Ordinances.

SECTION 902. Offices for Servicing Bonds. The City by this Ordinance appoints the Trustee as Bond Registrar to provide for the registration and transfer of Bonds. The Trustee shall continuously maintain or make arrangements to provide these services.

SECTION 903. Further Assurance. The City shall, as far as it may be authorized by law to do so, comply with any reasonable request of the Trustee at any time to pass, make, do, execute, acknowledge and deliver, any further resolutions, acts, deeds, pledges, assignments, grants, transfers, filings and assurances as may be necessary or desirable for the better assuring, pledging, assigning, granting a lien on or security interest in and confirming the pledges, assignments and grants of the Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness, and the Funds and Accounts which are or are to be pledged, assigned or granted pursuant to this Ordinance and the Series Ordinances for the benefit of the Holders of the Bonds, or otherwise to provide for the payment of the principal of and interest on the Bonds as such amounts come due (but only from Motor Fuel Tax Revenues which lawfully may be used for the purpose of Municipal Indebtedness), and to provide for the compliance with, observance and performance of the obligations of the City under this Ordinance and the Series Ordinances. It will take all necessary steps to cause appropriate officers and agents of the City to pay all Motor Fuel Tax Revenues received or held by the City to the Trustee.

SECTION 904. Financial Statements. The City will keep proper books and accounts relating to, among other things, the amount of Motor Fuel Tax Revenues received in each Fiscal Year, and the use of such Motor Fuel Tax Revenues. The City shall furnish a copy of its annual general purpose financial statements, together with the accompanying auditor's report, to the Trustee and to any other Holder of the Bonds who shall request a copy.

SECTION 905. No Inconsistent Security Interests. The City will not secure any obligation other than Bonds with a pledge of, nor shall it create or suffer to exist a lien on or security interest in, nor shall it assign, any Motor Fuel Tax Revenues in such a way that the claims for those other obligations on the Motor Fuel Tax Revenues will be senior to or on a parity with the claims of the Holders of the Bonds. Nothing in this Section 905, or in any other Section of this Ordinance, shall prohibit the City from issuing debt subordinate to the Bonds secured by Motor Fuel Tax Revenues.

SECTION 906. Obtaining Funds. The City will take all reasonable steps to obtain from the Treasurer of the State of Illinois in timely fashion all amounts of Motor Fuel Tax Revenues which it is entitled to receive under the Motor Fuel Tax Act.

SECTION 907. Additional Bonds.

(1) The City covenants with the Holders from time to time of all Bonds that it will not issue any Additional Bonds except as provided in this Section.

(2) The City may issue at any time Additional Bonds for any lawful purpose allowed by the Use of Motor Fuel Tax Funds Act if there is then no default in payment of Bonds or in making required deposits to the Debt Service Fund if upon the issuance of the Additional Bonds, the value of each Account in the Debt Service Reserve Fund is not less than the Reserve Requirement for such Account and if the "revenues test" is met, as provided below.

The "revenues test" is met if at the date the contract is made to sell such Additional Bonds, the total amount of the City's Motor Fuel Tax Revenues which lawfully may be used for the purpose of Municipal Indebtedness shall equal or exceed two times the maximum annual debt service requirements for all Bonds to be outstanding following the issuance of the Additional Bonds.

For purposes of this Section, Motor Fuel Tax Revenues shall be equal to the amount of such Revenues received by the Trustee and transferred from the Motor Fuel Tax Revenue Fund into the Debt Service Fund pursuant to this General Ordinance in the immediately preceding 12 months for which information is available. The amount of such Revenues shall be certified by the Comptroller.

Maximum annual debt service requirements for these purposes shall be the maximum amount required to be deposited in the Debt Service in the Fiscal Year of the calculation or any subsequent Fiscal Year. With respect to Bonds which will bear interest at variable rates, the deposits for purposes of this Section shall be calculated in respect of interest as if the Bonds would bear interest at the lower of (i) the maximum rate which those Bonds may bear pursuant to law or (ii) the rate set forth in the applicable Series Ordinance. With respect to Bonds for which there is a purchase, a mandatory redemption or similar requirement which is provided to be paid through a Credit Support Instrument, the deposits shall be calculated in respect of principal on the basis of scheduled payments of principal (at maturity or pursuant to Sinking Funds Installments) and not pursuant to the purchase, redemption or similar requirements provided so to be paid through such an Instrument.

(3) (a) Notwithstanding any other provision of this Section, the City may issue Additional Bonds to pay, purchase, redeem or refund Bonds if there will be in the judgment of the City no money available to make payments of interest on or principal of those Bonds (at maturity or on Sinking Fund Installment dates or pursuant to other mandatory redemption or purchase obligations) as such amounts come due.

(b) In addition to Additional Bonds which may be issued pursuant to paragraph (2) of this Section and subparagraph (a) of this paragraph (3), the City may issue Additional Bonds to pay, purchase, redeem or refund any Bonds if the total amount of the required deposits in the Debt Service Fund with respect to all Bonds after the issuance of the Additional Bonds will be not in excess of such required deposits for all Bonds Outstanding prior to the issuance of those Additional Bonds in each Fiscal Year in which any of those Bonds Outstanding prior to the issuance are to remain outstanding.

SECTION 908. Arbitrage Bonds. The City will not direct or permit any action which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or direct or permit any action inconsistent with the applicable regulations under the Code as amended from time to time and as applicable to such Bond.

SECTION 909. Payment of Trustee and Paying Agents. The City will promptly pay all amounts owed by it under this Ordinance to the Trustee and the Paying Agents.

SECTION 910. Taxability. So long as any of the Bonds are Outstanding, the City will not take or fail to take any action, which it may feasibly take or refrain from taking which action or failure would cause the interest to be paid on the Bonds to be included in "gross income" of the Holders of the Bonds for federal income tax purposes.

SECTION 911. Equality of Bonds. All Bonds authorized pursuant to this Ordinance shall rank equally as to security, regardless of the time or times of their issue, and shall be entitled to no priority one over another between Bonds within the same maturity, with respect to any funds pledged as security for or available for the payment of the Bonds, other than as expressly provided in this Ordinance. Nothing in this Section shall prohibit the City from providing Credit Support Instruments solely for certain Bonds and not others.

SECTION 912. Use of Bond Proceeds. The City will expend the proceeds of the Bonds solely as authorized by this Ordinance and the Use of Motor Fuel Tax Funds Act (or such other law relating to the use of proceeds of bonds secured by Motor Fuel Tax Revenues as may be in effect from time to time).

SECTION 913. Use of Motor Fuel Tax Revenues. The City will expend Motor Fuel Tax Revenues solely as authorized by this Ordinance and the Use of Motor Fuel Tax Funds Act (or such other law relating to the expenditure of Motor Fuel Tax Revenues as may be in effect from time to time).

SECTION 914. Annual Certification. The City shall make, and hereby covenants and agrees to make, an annual certification for each Fiscal Year in which Bonds are outstanding, and to file the same with the Trustee. The certificate shall certify the percentage, if any, of Motor Fuel Tax Revenues received by the City in each Fiscal Year which may not lawfully be used for the purpose of payment of Municipal Indebtedness, including without limitation, pursuant to Sections 7-202.1c and 7-202.22 of the Use of Motor Fuel Tax Funds Act.

The City covenants that the annual certificate shall be made and filed with respect to each Fiscal Year not later than 30 days before the beginning of such Fiscal Year.

The City further covenants to make and file a supplemental certificate not later than 30 days subsequent to any event, including the adoption of amendatory legislation, which revises the percentage of Motor Fuel Tax Revenues which may not lawfully be used for the purpose of payment of Municipal Indebtedness.

SECTION 915. Notice to Rating Agencies. The City agrees that, as long as any Bonds shall be outstanding to which any nationally recognized rating agency shall have assigned a rating, each such rating agency shall be provided a copy of any ordinance supplementing this Ordinance or any Series Ordinance then in effect with respect to any such Bonds as soon as reasonably practicable after the meeting of the City Council of the City at which such supplemental ordinance shall be adopted.

SECTION 916. Maintenance of Bond Insurance, Credit Support Instruments and Reserve Fund Credit Instruments. The City shall enforce or cause to be enforced, as provided under this Ordinance, the provisions of each policy of bond insurance insuring the payment of principal of and interest on any Bonds, each Credit Support Instrument and each Reserve Fund Credit Instrument. The City shall, as provided under this Ordinance, duly perform its covenants and agreements pertaining to such policies or Instruments so that each shall remain in full force and effect during its term or as provided in a Series Ordinance. The City shall not consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with such a bond insurance policy, Credit Support Instrument or Reserve Fund Credit Instrument which would in any manner materially impair or materially adversely affect the rights of the City or the Trustee under such bond insurance policies, Credit Support Instrument or Reserve Fund Credit Instrument or the rights or security of the Holders of the Bonds.

Article X.

Series Resolutions And Supplemental Ordinances.

SECTION 1001. Adoption and Filing. The City may adopt at any time or from time to time Series Ordinances to provide for the issuance of a Series of Bonds in accordance with the provisions of this Ordinance and to prescribe the terms and conditions pursuant to which such Bonds may be issued, paid or redeemed. The City may in addition adopt at any time or from time to time Supplemental Ordinances as provided in Sections 1003 and 1004 which Supplemental Ordinances shall become effective upon compliance with the requirements of those Sections; provided, however, that the City may adopt Supplemental Ordinances for any one or more of the following purposes without compliance with Sections 1003 and 1004:

(1) To add additional covenants and agreements of the City for the purpose of further securing the payment of the Bonds, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the City contained in this Ordinance;

(2) To prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of obligations by the City which are not contrary to or inconsistent with the limitations and restrictions on such issuance or incurring of obligations in effect prior to the adoption of such Supplemental Ordinance;

(3) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Ordinance;

(4) To confirm as further assurance any covenant, pledge, assignment, lien or security interest created or recognized by the provisions of this Ordinance;

(5) To take any further action necessary or desirable for the collection and application of moneys sufficient to pay the Bonds as to principal at maturity or on Sinking Fund Installment dates and to pay interest on the Bonds as it falls due;

(6) With the consent of the Trustee, to correct any ambiguity or defect or inconsistent provisions in this Ordinance or any Series Ordinance or to insert such provisions clarifying matters or questions arising under this Ordinance or any Series Ordinance as are necessary or desirable in the event any such modifications are not contrary to or inconsistent with this Ordinance or such Series Ordinance as in effect prior to the adoption of any such Supplemental Ordinance.

Any Series Ordinance or Supplemental Ordinance authorized by this Section shall become effective in accordance with its terms upon the filing with the Trustee of a copy certified by an Authorized Officer.

SECTION 1002. General Provisions Relating to Series Ordinances and Supplemental Ordinances. This Ordinance shall not be modified or amended in any respect except in accordance with and subject to the provisions of this Article. Nothing contained in this Article shall affect or limit the right or obligation of the City to adopt, make, do, execute or deliver any ordinance, act or other instrument pursuant to the provisions of Section 904 of this Ordinance or the right or obligation of the City to execute and deliver to the Trustee or any Paying Agent any instrument elsewhere in this Ordinance provided or permitted to be delivered to the Trustee or any Paying Agent. A copy of every Supplemental Ordinance adopted by the City when filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Ordinance has been duly and lawfully adopted in accordance with the provisions of the Act as amended to the date of the Counsel's Opinion, is authorized or permitted by the Act as so amended and by this Ordinance and is valid and binding upon the City. The Trustee is authorized to accept delivery of a certified copy of any Series Ordinance or Supplemental Ordinance permitted or authorized pursuant to the provisions of this Ordinance and to make all further agreements and stipulations which may be contained in that Series Ordinance or Supplemental Ordinance. In taking such action, the Trustee shall be fully protected in relying on Counsel's Opinion that such Series Ordinance or Supplemental Ordinance is authorized or permitted by the provisions of this Ordinance. No Series Ordinance or Supplemental Ordinance changing, amending or modifying any of the rights, duties or obligations of the Trustee or any Paying Agent may be adopted by the City without the written consent of the Trustee or Paying Agent affected by the Series Ordinance or Supplemental Ordinance.

SECTION 1003. Amendment by Two-Thirds Consent of Holders. This Ordinance and the rights and obligations of the City and of the Holders of Bonds may be modified or amended at any time by Supplemental Ordinance adopted by the City pursuant to the consent of the Holders of sixty-six and two-thirds percent (66-2/3%) in principal amount of all the Bonds then Outstanding (other than Bonds of a Series which is unaffected by such modification or amendment) by written instrument. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal, Redemption or Purchase Prices, if any, of or interest on any Bond at the time and place and at the rate and in the currency provided in such Bond without the express consent of the Holder of such Bond, nor permit the preference or priority of any Bond over any other Bond, nor reduce the percentages of Bonds and Notes required for the written consent to an amendment or modification, nor modify any of the rights or obligations of the Trustee or any Paying Agent at the time acting pursuant to this Ordinance, without the written assent of such agent. For purposes of this Section, the principal

amount of any Bond issued at an original issue discount of more than 2% of its face amount shall be its Compound Accreted Value.

SECTION 1004. Methods of Obtaining Written Consent of Holders. The City may at any time adopt a Supplemental Ordinance amending the provisions of the Bonds or of this Ordinance, to the extent that such an amendment is permitted by the provisions of Section 1003, to take effect when and as provided in this Section. A copy of such Supplemental Ordinance, together with a written consent form shall be mailed by the Trustee to Holders of the Bonds, first class postage prepaid, at the address, if any, appearing for each such Holder upon the books of the City. Failure to mail copies of such Supplemental Ordinance and written consent form shall not affect the validity of the Supplemental Ordinance when assented to as provided in this Article.

A Supplemental Ordinance adopted in accordance with this Section shall not be effective unless and until there shall have been filed with the Trustee the written consents of the Holders of percentages in principal amount of Outstanding Bonds specified in Section 1003 of this Ordinance and a notice shall have been given as provided in this paragraph. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as the City may prescribe from time to time. Any such consent shall be binding upon the Holder of the Bond giving such consent and on any subsequent Holder (whether or not such subsequent Holder has notice of the consent) unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder by filing a notice of revocation with the Trustee prior to the first date when the notice provided for in the next sentence of this paragraph has been given. After the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance, the Trustee shall mail a notice to the Holders of the Bonds, in the manner provided in the first paragraph of this Section for the mailing of the Supplemental Ordinance and request for consent, stating in substance that the Supplemental Ordinance has been consented to by the Holders of the required percentages of Bonds and will be effective as provided in this Section. A certificate of the Trustee reciting compliance with the provisions of this Section shall be filed with the City and shall be proof of the matters stated until the contrary is proved, and the Supplemental Ordinance, shall be deemed conclusively binding upon the City and the Holders of all Bonds at the expiration of sixty (60) days after the filing with the City of the certificate, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding commenced within such sixty (60) day period.

SECTION 1005. Endorsement of Bonds. Bonds authenticated and delivered after the effective date of any action taken by the Holders of Bonds as provided in this Article may bear a notation by endorsement or otherwise in form approved by the City and Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date

and presentation of his Bond for that purpose at the office of the Trustee or at such additional offices as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. If the City shall so determine, new Bonds so modified as to conform to such Holders' action shall be prepared, authenticated and delivered and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to any Holder, for Bonds then Outstanding, upon surrender of such Bond.

Article XI.

Remedies Of Holders.

SECTION 1101. Proceedings Brought By Trustee.

(1) If default shall be made by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Ordinance, any Series Ordinance or in the Bonds, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Holders of not less than 51% in principal amount of the Bonds Outstanding shall proceed, to protect and enforce its rights and the rights of the Holders of those Bonds under this Ordinance by a suit or suits in equity or at law, whether for the specific performance of any covenant contained in this Ordinance, or in aid of the execution of any power granted in this Ordinance or any Series Ordinance or for a writ of mandamus, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Ordinance.

(2) All rights of action under this Ordinance or any Series Ordinance may be enforced by the Trustee without the possession or production of any of the Bonds on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

(3) The Holders of a majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Holders not parties to such direction.

(4) Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Ordinance or any Series Ordinance, the Trustee shall be entitled to exercise

any and all rights and powers conferred in this Ordinance and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(5) Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of a majority in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Ordinance or any Series Ordinance by any acts which may be unlawful or in violation of this Ordinance or any Series Ordinance, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interest and the interests of the Holders of the City obligations, including, without limitation, steps with regard to any Credit Support Instrument.

(6) For purposes of this Section, Section 1102 and Section 1103 of this Ordinance the principal amount of any Bond issued at an original issue discount of more than 2% of its face amount shall be its Compound Accreted Value.

SECTION 1102. Application Of Moneys After Default.

(1) The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon the demand of the Trustee, shall cause to be paid over to the Trustee forthwith, all Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness held by or available to the City and which are needed for that purpose.

(2) During the continuance of an Event of Default, the Trustee shall apply all Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness and received by the Trustee pursuant to any right given or action taken under the provisions of this Article as follows and in the following order:

(a) Expenses of the Trustee and Paying Agents -- to the payment of the reasonable and proper charges, expenses and liabilities of the Trustee and Paying Agents;

(b) Principal and Interest -- to the payment of the interest and principal then due on the Bonds, as follows:

(i) Interest on the Bonds -- to the payment to the persons entitled to such payments of all interest then due in the order that the interest became due, together with accrued and unpaid interest on the Bonds previously called for redemption, and, if the amount available shall not be sufficient to pay in full any interest which became due on the same date, then to the payment of such interest ratably, according to the amounts due, to the persons entitled to such payments, without any discrimination or preference; and

(ii) Principal of the Bonds -- to the payment to the persons entitled to such payments of the unpaid principal or Redemption or Purchase Prices of any Bonds which shall have become due, whether at maturity or pursuant to Sinking Fund Installments or otherwise, in the order of such due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment of such principal or Redemption or Purchase Prices ratably according to the amounts of principal or Redemption Prices due, to the persons entitled to such payments, without any discrimination or preference.

SECTION 1104. Remedies not Exclusive. No remedy by the terms of this Ordinance or any Series Ordinance conferred upon or reserved to the Trustee or the Holders of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or any Series Ordinance or existing law or in equity or by statute on or after the effective date of this Ordinance.

SECTION 1105. Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or any Holder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver or an acquiescence in any such Event of Default. Every power and remedy given by this Article to the Trustee or to the Holders of the City obligations may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Holders of the Bonds.

SECTION 1106. Notice of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to each Holder of Bonds then Outstanding at his or her address, if any, appearing upon the registry books of the City.

*Article XII.**Defeasance.***SECTION 1201. Defeasance.**

(1) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Bonds then Outstanding, the principal and interest and Redemption Price, if any, to become due on the Bonds, at the times and in the manner stipulated in the Bonds, this Ordinance and the Series Ordinances, then and in that event the covenants, agreements and other obligations of the City to the Holders of the Bonds, shall be discharged and satisfied. In such event, the Trustee shall, upon request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such release and discharge and the Trustee and the Paying Agents shall pay over or deliver to the City all moneys or securities held by them pursuant to this Ordinance or a Series Ordinance which are no longer required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(2) Bonds for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee or any Paying Agents through deposits by the City of funds for such payment or redemption or otherwise, whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (1) of this Section. All Outstanding Bonds of any Series shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning and with the effect expressed in paragraph (1) of this Section if (a) there shall have been deposited with such Trustee or Paying Agents either moneys in an amount which shall be sufficient, or Government Obligations the principal of and interest on which when due will provide moneys which, when added to the moneys, if any, deposited with such Trustee or Paying Agents at the same time, shall be sufficient (as evidenced by an Accountant's Certificate) to pay the principal of those Bonds at maturity, or on Sinking Fund Installment dates for Term Bonds, or the Redemption Price, if applicable, and in interest due and to become due on those bonds on and prior to the redemption date or maturity date (or Sinking Fund Installment dates for Term Bonds) of the Bonds, as the case may be and (b) in case any of the Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to give as provided in Article IV of this Ordinance any required notice of redemption on that date of such Bonds. Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments of any such Government Obligations shall be withdrawn or used for any purpose other

than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on those Bonds; provided that any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in principal amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on those Bonds on and prior to such redemption date or maturity date of the Bonds, as the case may be. With respect to Bonds for which there are purchase or similar obligations of the City or redemption provisions other than pursuant to Sinking Fund Installments or to the option of the City, the Series Ordinance shall prescribe the extent to which and the manner in which this paragraph (2) shall be applicable to those obligations.

(3) Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Trustee or Paying Agents in trust for the payment and discharge of any of the Bonds which remain unclaimed for six years after the date of deposit of such moneys if deposited with the Trustee or Paying Agents after the date when the Bonds became due and payable shall, at the written request of the City, be repaid by the Trustee or Paying Agents to the City, as its absolute property and free from trust, and the Trustee or Paying Agents shall thereupon be released and discharged with respect to such amounts and the Holders shall look only to the City for the payment of such Bonds; provided, however, that before being required to make any such payment to the City, the Trustee or Paying Agents shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in a daily newspaper of general circulation in the City of Chicago and in *The Bond Buyer*, published in the City of New York, State of New York, or in the event that journal ceases publication, then in a financial newspaper of general circulation in the City of New York, a notice that those moneys remain unclaimed and that, after a date named in the notice, which date shall be not less than 30 days after the date of the first publication of the notice, the balance of such moneys then unclaimed will be returned to the City.

Article XIII.

Miscellaneous.

SECTION 1301. Preservation and Inspection of Documents. All documents received by the Trustee or any Paying Agent under the provisions of this Ordinance or any Series Ordinance shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, the Trustee or any Paying Agent, any Holder of Bonds and their agents and representatives duly authorized in writing, any of whom may make copies of such documents.

SECTION 1302. Parties in Interest. Nothing expressed or implied in this Ordinance or in any Series Ordinance adopted pursuant to the provisions of this Ordinance is intended to or shall be construed to confer upon or to give to any person or party other than the City, the Trustee, the Paying Agents and the Holders of the Bonds any rights, remedies or claims under or by reason of this Ordinance, and Series Ordinance or any covenant, condition or stipulation of those documents; and all covenants, stipulations, promises and agreements in this Ordinance or any Series Ordinance by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the Paying Agents and the Holders from time to time of the Bonds.

SECTION 1303. No Recourse Under Ordinance and Series Ordinance or on Bonds. All covenants, stipulations, promises, agreements and obligations of the City contained in this Ordinance and the Series Ordinances shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer or employee of the City in that person's individual capacity. No recourse shall be had for the payment of the principal or Redemption or Purchase Prices, of or interest on the Bonds or for any claim based on that payment or on this Ordinance against any officer or employee of the City or any person executing the Bonds on behalf of the City.

SECTION 1304. Severability. If any of the covenants, stipulations, promises, agreements or obligations provided in this Ordinance or any Series Ordinance on the part of the City, Trustee or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations contained in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance.

SECTION 1305. Headings. Any headings preceding the texts of the several Articles and Sections of this Ordinance or any Series Ordinance, and any table of contents or marginal notes appended to copies of this Ordinance or any Series Ordinance, shall be solely for convenience of reference and shall not constitute a part of this Ordinance or such Series Ordinance, nor shall they affect its meaning, construction or effect.

SECTION 1306. Conflict. All ordinances or parts of ordinances or other proceedings of the City in conflict with this Ordinance are repealed to the extent of the conflict.

SECTION 1307. Carrying Out Provisions. The Authorized Officers of the City are authorized and directed to take all necessary or desirable actions for the carrying out of all of the provisions of this Ordinance and each Series Ordinance. The Mayor and City Comptroller of the City are also authorized, if they shall conclude that doing so would assist in carrying out the provisions of this Ordinance or any Series Ordinance to execute and

deliver to the Trustee a Trust Indenture in substantially the form as this Ordinance. The provisions of this General Ordinance, however, shall be in full force and effect whether or not a Trust Indenture is so executed and delivered and the failure so to execute or deliver such a Trust Indenture shall have no effect whatsoever with respect to the obligations of the City under this Ordinance, any Series Ordinance or any Bonds.

SECTION 1308. Publication; Effectiveness. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form. This Ordinance is effective immediately upon its adoption.

APPROVAL OF ORDINANCE AUTHORIZING ISSUANCE
OF GENERAL MOTOR FUEL TAX REVENUE
BONDS, SERIES 1990.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to issue City of Chicago General Motor Fuel Tax Supported Bonds, Series 1990, in an amount not to exceed \$100,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

Article I.

Authority, Definitions, Findings And Determinations.

SECTION 101. Authority.

This Series Ordinance is adopted in accordance with the provisions of the City's Motor Fuel Tax Revenue Bonds General Ordinance, adopted _____, 1990.

SECTION 102. Definitions.

(a) All terms that are defined in Article I of the General Ordinance have the same meanings, respectively, in this Series Ordinance, unless the context clearly indicates otherwise.

(b) For purposes of this Series Ordinance, the following words, terms and phrases shall have the following meanings, unless the context indicates a different meaning:

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement entered into with respect to the Series 1990 Bonds by the City and the Initial Purchasers.

"Determination Certificate" means the certificate of the Comptroller filed with the Office of the City Clerk addressed to the City Council, as provided in Section 210(e) of this Series Ordinance.

"General Ordinance" shall mean the City's Motor Fuel Tax Revenue Bonds General Ordinance, adopted _____, 1990.

"Initial Purchasers" shall mean Bear, Stearns & Co., Inc., Donaldson, Lufkin & Jenrette, Reinoso & Co., Incorporated and Grigsby Brandford Powell, Inc.

"Series 1990 Bonds" shall mean the City's Motor Fuel Tax Revenue Bonds, Series 1990, authorized by Article II of this Series Ordinance.

"Use of Motor Fuel Tax Fund Act" shall mean Division 2 of Article 7 of the Illinois Highway Code, Ill. Rev. Stat., Ch. 121, Paragraph 7-202, et seq., as amended.

SECTION 103. Findings And Determinations.

It is found and declared by the City Council of the City of Chicago as follows:

(a) The City Council of the City of Chicago, by the General Ordinance, has provided for the issuance from time to time of Bonds for any purpose which, under the Use of Motor Fuel Tax Funds Act, Bonds of the City lawfully may be issued.

(b) The City may, pursuant to its home rule powers, issue Bonds the proceeds of which are used for one or more purposes relating to the municipal administration of streets, including for the purpose of payment of any Municipal Indebtedness which may be incurred in connection with the completion of any improvement or maintenance authorized by the Use of Motor Fuel Tax Funds Act.

(c) The cost of the construction and acquisition of Project Purposes will be not less than the principal amount of the Series 1990 Bonds plus investment earnings on proceeds of the Series 1990 Bonds on deposit in the Project Fund, less original issue discount and the costs of issuing the Series 1990 Bonds.

(d) The City does not have sufficient funds on hand and available for the purpose of paying entire cost of Project Purposes, and it is necessary and in the best interest of the City to borrow money for the purpose of paying part of the costs of Project Purposes, to provide a deposit to the Debt Service

Reserve Fund created under the General Ordinance and to pay costs related to the borrowing.

(e) The City is authorized by its home rule powers to issue Bonds to evidence its obligations with respect to such borrowings.

(f) The City has determined and does hereby determine that it is necessary and desirable to issue the Series 1990 Bonds as provided in the Series Ordinance to evidence the borrowing.

Article II.

Authorization Of The Series 1990 Bonds.

SECTION 201. Principal Amount, Purposes And Designation.

The City shall borrow money for the purposes specified in Section 202 of this Series Ordinance and in evidence of its obligation to repay the borrower shall issue the Series 1990 Bonds in an aggregate principal amount not to exceed \$100,000,000 plus the amount of original issue discount as provided by the Comptroller as authorized under this Article II of the Series Ordinance (or shall borrow and issue such lesser amount as is provided by Sections 209 and 210 of this Series Ordinance). The Series 1990 Bond shall be designated "City of Chicago Motor Fuel Tax Revenue Bonds, Series 1990". The Series 1990 Bonds shall be limited obligations of the City having a claim for payment of principal, redemption, premium and interest solely from Motor Fuel Tax Revenues which lawfully may be used for the payment of Municipal Indebtedness on an equal and ratable basis with any Additional Bonds that may be issued. The Series 1990 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation of indebtedness. Each Series 1990 Bond shall contain a statement to that effect.

SECTION 202. Purposes.

The borrowing and issuance of the Series 1990 Bonds authorized in Section 201 of this Ordinance shall be for the purposes of (a) providing funds to pay the cost of Project Purposes, including Costs of Issuance and to reimburse the City for monies expended on or after October 31, 1990 in connection with Project Purposes which are underway on that date or are in the process of being designated as approved projects by the appropriate administrative bodies, provided, however, that the proceeds of the Series 1990 Bonds may not be used to reimburse the City for monies paid out for

Project Purposes prior to October 31, 1990; and (b) providing funds to deposit in the Debt Service Reserve Account as provided in Section 302 of this Ordinance.

SECTION 203. Date, Denominations, Numbers.

The Series 1990 Bonds shall be issued as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple of that amount. Series 1990 Bonds issued prior to the first interest payment date shall be dated as of the first day of the month in which the Bond Purchase Agreement with respect to the Series 1990 Bonds is executed by the City and delivered to the Initial Purchasers. Series 1990 Bonds issued on or subsequent to the first interest payment date shall be dated as provided in Section 301(3) of the General Ordinance. Series 1990 Bonds shall be numbered as provided in the Determination Certificate. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of the Series 1990 Bonds during the fifteen (15) days next preceding an interest payment date on the Series 1990 Bonds or to make any such transfer or exchange in the case of any Series 1990 Bond proposed to be redeemed after the selection by the Trustee of such Series 1990 Bond for redemption.

SECTION 204. Maturity.

The principal of the Series 1990 Bonds shall be payable (either at maturity or pursuant to mandatory sinking fund redemption), on January 1 of each year beginning with the first principal payment date, which shall not be later than January 1, 1992, and ending with final maturity, which shall not be later than January 1, 2021. The Series 1990 Bonds shall be issued as serial bonds, as term bonds or any combination of serial bonds or term bonds. The maturities for the Series 1990 Bonds and any designation of Series 1990 Bonds shall be provided in the Determination Certificate, which shall be consistent with terms of sale of the Series 1990 Bonds in the Bond Purchase Agreement.

SECTION 205. Redemption, Notice Of Redemption, Terms.

(a) **Optional Redemption.** The Series 1990 Bonds shall be subject to redemption, in whole or in part, at the option of the City, at a price equal to their principal amount, plus accrued interest to the date of redemption if not an interest payment date and, subject to the remaining provisions of this Section 205, upon such other terms as the Comptroller shall provide in the Determination Certificate, each and all of which the Comptroller is authorized and directed to determine and approve on behalf of and in the

name of the City. The Series 1990 Bonds first shall be subject to optional redemption on or before January 1, 2001, and at any time after the first optional redemption date established in the Determination Certificate, as to those Series 1990 Bonds with a maturity later than the first year in which an optional redemption is authorized, at an initial redemption premium not greater than 103% of the principal amount of the Series 1990 Bonds to be so redeemed.

(b) **Mandatory Sinking Fund Redemption.** Any term Series 1990 Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Trustee, as provided below, and shall be so redeemed at a price of 100% of the principal amount of the Series 1990 Bonds to be redeemed plus accrued interest to the date fixed for redemption if not an interest payment date. To the extent that term bonds subject to mandatory sinking fund redemption have been previously called for redemption in part otherwise than from a sinking fund payment, one or more annual sinking fund payments for such term bonds shall be reduced by the amount determined by the City in its sole discretion, which determination shall be made by the Comptroller, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple of that amount. Written notice of that determination shall be sent promptly by the Comptroller to the Trustee.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the term Series 1990 Bonds through the purchase of such term bonds in the open market. Series 1990 Bonds shall not be purchased in the open market at a price in excess of the principal amount of the Series 1990 Bonds plus the redemption premium, if any, applicable to the redemption of such Series 1990 Bonds on the next date on which they may be optionally redeemed plus accrued and unpaid interest on the principal of the purchased Series 1990 Bonds to the date of purchase. The total principal amount of the Series 1990 Bonds of any maturity which shall be redeemed pursuant to purchase on the open market shall be a credit against and a reduction of any one or more applicable annual sinking installments determined by the City in its sole discretion, which determination shall be made by the Comptroller, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple of that amount. Written notice of that determination shall be sent promptly by the Comptroller to the Trustee.

(c) **Partial Redemption of Bonds.** In the event of a redemption of less than all the Series 1990 Bonds of a maturity, the Bond Registrar shall assign to each Outstanding Series 1990 Bond of a denomination greater than \$5,000 a distinctive number for each \$5,000 portion of such Bond so as to distinguish each such \$5,000 portion from each other portion of such Series 1990 Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Series 1990 Bonds as many numbers as, at \$5,000 for each

number, shall equal the principal amount of Series 1990 Bonds to be redeemed. The Series 1990 Bonds to be redeemed shall be the Series 1990 Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Series 1990 Bond of a denomination greater than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

(d) Notice of Redemption. In addition to the requirements set forth in Section 405 of the General Ordinance, any notice of redemption shall be given by the Trustee on behalf of the City by mailing a copy of the notice by certified mail, return receipt requested, to any securities depositories that are registered owners of the Series 1990 Bonds, to two national information services such as Kenny Information Systems Notification Service, 65 Broadway, 16th Floor, New York, New York 10006, or Standard & Poor's Called Bond Record, 25 Broadway, New York, New York, 10004, and to the registered owners of \$1,000,000 or more in aggregate principal amount of the Outstanding Series 1990 Bonds. Notice of redemption to the securities depositories shall be given by certified mail in sufficient time so that such notice is received at least two days before the giving of the general notice of redemption.

Each notice of redemption shall state as a minimum, the complete official name of the issue, including series designation, C.U.S.I.P. number, Series 1990 Bond numbers, amounts called of each Series 1990 Bond for partial redemption, the date notice is given, the date of the issue, the interest rate and maturity date of the Series 1990 Bonds being redeemed, the redemption date, the Redemption Price and the place or places of payment of the Redemption Price, including the name of the Trustee and appropriate address or addresses with name of the contact person and telephone number at the Trustee where payment will be made.

A second notice of redemption shall be given within 60 days after the redemption date by the same means as the first notice was given, to any registered owner of redeemed Series 1990 Bonds which have not been presented for payment within 30 days after the redemption date.

If any of the Series 1990 Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner as provided in this Series Ordinance and the General Ordinance and within the same time period with respect to the actual redemption date.

Notwithstanding any contrary provision in Section 1201(3) of the General Ordinance, any monies held by the Trustee in trust for the payment of the Redemption Price of any of the Series 1990 Bonds which remain unclaimed, shall be retained by the Trustee for at least one year after the final maturity date of the Series 1990 Bonds or advance refunding date, if applicable, and after such date, upon the City's written request, shall be repaid by the Trustee to the City as its absolute property and free from trust, and the

Trustee shall thereupon be released and discharged with respect to such amounts and the registered owner shall look only to the City for the payment of such Series 1990 Bonds.

SECTION 206. Interest.

The Series 1990 Bonds shall bear interest from their date until principal is paid at a rate or rates per year determined by the Comptroller and provided in the Determination Certificate, which shall be in the judgment of the Comptroller the best interest rates for which the Series 1990 Bonds can be sold in the market and which, in the aggregate, result in a true interest cost (expressed as a percentage) not in excess of 10% computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 1990 Bonds shall be payable semi-annually on January 1 and July 1 in each year, with the first interest payment date being July 1, 1991.

SECTION 207. Places And Medium Of Payment.

The principal and Redemption Price of all Series 1990 Bonds (and the interest payable on any date of redemption or acceleration other than on an interest payment date) shall be payable at the principal corporate trust office of the Trustee, which is appointed Paying Agent for the Series 1990 Bonds. Interest on the Series 1990 Bonds payable on any interest payment date shall be payable by check mailed by the Trustee to the registered owners of the Series 1990 Bonds at their addresses as shown on the registration books of the City maintained by the Trustee. The interest payable on the Series 1990 Bonds on each interest payment date will be paid to the persons in whose names the Series 1990 Bonds are registered at the close of business on the sixteenth (16th) day next preceding that interest payment date. Upon request of a registered owner of at least \$1,000,000 in principal amount of the Series 1990 Bonds Outstanding, all payments of principal, Redemption Price and interest on the Series 1990 Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered owner. C.U.S.I.P. number identification with appropriate dollar amounts for each C.U.S.I.P. number must accompany all payments of principal, Redemption Price and interest, whether payment is made by presentation, by check or by wire transfer.

SECTION 208. Global Book-Entry System.

The Series 1990 Bonds shall be initially issued in the form of a separate single fully registered Series 1990 Bond for each of the maturities of the Series 1990 Bonds as provided in Section 202 hereof. Upon initial issuance,

the ownership of each such Series 1990 Bond shall be registered upon the books of the City in the name of Kray & Co., or any successor thereto ("Kray"), as nominee of Midwest Securities Trust Company, Chicago, Illinois, and its successors and assigns ("Midwest"). All of the Outstanding Series 1990 Bonds shall be registered upon the books of the City in the name of Kray, as nominee of Midwest, except as provided below. The Comptroller is authorized to execute and deliver on behalf of the City such letters to or agreements with Midwest and the Trustee as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to in this Series Ordinance as the "Representation Letter").

With respect to Series 1990 Bonds registered upon the books of the City in the name of Kray, as nominee of Midwest, the City and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which Midwest holds Series 1990 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to in this Series Ordinance as a "Midwest Participant") or to any person on behalf of whom such a Midwest Participant holds an interest in the Series 1990 Bonds. Without limiting the immediately preceding sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of Midwest, Kray or any Midwest Participant with respect to any ownership interest in the Series 1990 Bonds, (ii) the delivery to any Midwest Participant or any other person, other than a registered owner of a Series 1990 Bond as shown upon the books of the City, of any notice with respect to the Series 1990 Bonds, including any notice of redemption, or (iii) the payment to any Midwest Participant or any other person, other than a registered owner of a Series 1990 Bond as shown upon the books of the City, of any amount with respect to principal of, Redemption Price or interest on the Series 1990 Bonds. The City and the Trustee may treat and consider the person in whose name each Series 1990 Bond is registered upon the books of the City as the holder and absolute owner of such Bond for the purpose of payment of principal, Redemption Price and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, Redemption Price and interest on the Series 1990 Bonds only to or upon the order of the respective registered owners of the Series 1990 Bonds, as shown upon the books of the City, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, Redemption Price and interest on the Series 1990 Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Series 1990 Bond as shown upon the books of the City, shall receive a Series 1990 Bond certificate evidencing the obligation of the City to make payment of principal, Redemption Price and interest with respect to any Series 1990 Bond. Upon delivery by Midwest to the Trustee of written notice to the effect that Midwest has determined to substitute a new nominee in place of Kray, and subject to the provisions in Section 204 of this

Series Ordinance with respect to the payment of interest by the mailing of checks or by wire transfer to the registered owners of Series 1990 Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Kray" in this Series Ordinance shall refer to such new nominee of Midwest.

In the event that (i) the Comptroller determines that Midwest is incapable of discharging its responsibilities described in this Series Ordinance and in the Representation Letter, (ii) the agreement among the City, the Trustee and Midwest evidenced by the Representation Letter shall be terminated for any reason or (iii) the Treasurer determines that it is in the best interests of the beneficial owners of the Series 1990 Bonds that they be able to obtain certificated Series 1990 Bonds, the City shall notify Midwest and Midwest Participants of the availability through Midwest of Series 1990 Bond certificates and the Series 1990 Bonds shall no longer be restricted to being registered upon the books of the City in the name of Kray, as nominee of Midwest. At that time, the Comptroller may determine that the Series 1990 Bonds shall be registered in the name of and deposited with such other depository operating universal book-entry system, as may be acceptable to the Comptroller, or such depository's agent or designee, and if the Treasurer does not select such alternate universal book-entry system, then the Series 1990 Bonds may be registered in whatever name or names registered owners of Series 1990 Bonds transferring or exchanging such Bonds shall designate, in accordance with the provisions of Section 302 of the General Ordinance.

Notwithstanding any other provision of this Series Ordinance or the General Ordinance to the contrary, so long as any Series 1990 Bond is registered in the name of Kray, as nominee of Midwest, all payments with respect to principal of, Redemption Price and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 209. Determination By Comptroller As To Projects.

Upon a determination by the Comptroller made at the time of sale of the Series 1990 Bonds and set forth in a certificate delivered by the Comptroller, the amount of money which the City shall borrow and in respect of which the City shall issue the Series 1990 Bonds may be reduced to an amount so that the amounts so borrowed and available to pay Project Purposes do not exceed the amount which the Comptroller determines will be encumbered or used to pay Project Purposes during the three year period following the issuance and delivery of the Series 1990 Bonds because moneys will be available from other sources to pay such Project Purposes.

SECTION 210. Sale Of Series 1990 Bonds.

(a) The Comptroller is authorized to execute on behalf of the City a contract for the sale by the City of the Series 1990 Bonds pursuant to a negotiated sale. Except as otherwise provided in this Section 210, the purchase price shall not be less than 98% of the original principal amount of the Series 1990 Bonds plus accrued interest, less the amount of original issue discount, if any, on the Series 1990 Bonds from their date to the date of their delivery, and on such terms as he or she may deem to be in the best interests of the City as provided in this Ordinance. Such terms include, without limitation, the aggregate principal amount of the Series 1990 Bonds, the amount of any original issue discount, the maturities of the Series 1990 Bonds, the issuance of the Series 1990 Bonds as serial bonds, term bonds subject to mandatory sinking fund redemption, or any combination of serial bonds, term bonds or the numbering of the Series 1990 Bonds, the interest rate or rates for the Series 1990 Bonds and the prices and other terms upon which the Series 1990 Bonds are subject to redemption, all as provided in and subject to the limitations expressed in this Article II, including the limitation specified in Section 206 of this Article II. Any Series 1990 Bonds sold at an original issue discount shall have a principal amount (net of original issue discount) not to exceed \$30,000,000 and shall be sold at an original issue discount of not to exceed 40% of their principal amount. The terms of the Series 1990 Bonds shall provide for the Debt Service Requirement of the Series 1990 Bonds to be approximately level for each of the years from 1992 through the year of the final scheduled maturity of the Series 1990 Bonds, inclusive, subject to such variations as the Comptroller shall determine. The Comptroller may in the Determination Certificate make such changes to the terms of the Series 1990 Bonds and the form of the Series 1990 Bonds from those provided in this Series Ordinance as he or she shall determine but which shall result in the Series 1990 Bonds having substantially the terms and being in substantially the form provided by this Series Ordinance. The Comptroller is further authorized to take the actions and execute and deliver the documents and instruments specified in this Series Ordinance. The Series 1990 Bonds shall be then duly prepared and executed in the form and manner provided in this Series Ordinance and delivered to the Comptroller for delivery to the purchasers in accordance with the terms of sale.

(b) The City shall enter into the Bond Purchase Agreement with the Initial Purchasers in substantially the form previously used for similar revenue bond financings of the City, with appropriate revisions to reflect the terms and provisions of the Series 1990 Bonds and such other revisions in

text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Series 1990 Bonds. The Comptroller is authorized and directed to execute the Bond Purchase Agreement on behalf of and in the name of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council (to be filed in the Office of the City Clerk and addressed to the City Council as provided in this Ordinance).

(c) The City shall cause there to be prepared and delivered to prospective purchasers of the Series 1990 Bonds a Preliminary Official Statement substantially in the form attached to this Ordinance as Exhibit B, with such other appendices and with such changes, including without limitation the specification of all amounts or sums in the Preliminary Official Statement, as shall be approved by the Comptroller. Upon sale of the Series 1990 Bonds, the Comptroller is authorized and directed to cause the final Official Statement to be prepared, executed and (i) delivered to the underwriting syndicate with respect to the Bonds and (ii) filed with the Office of the City Clerk and addressed to the City Council. The circulation by the Initial Purchasers of the Preliminary Official Statement and the Official Statement is approved.

(d) Upon a finding by the Comptroller that the purchase of municipal bond insurance for the Series 1990 Bonds is likely to facilitate the marketing and sale of the Series 1990 Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, the Comptroller is authorized to cause the City to purchase a policy of municipal bond insurance for the Series 1990 Bonds, payable from amounts received upon the sale of the Series 1990 Bonds. Such policy shall be provided by a bond insurance company or association approved by the Comptroller. The Comptroller may on behalf of the City make necessary covenants with respect to that insurance consistent with this Ordinance.

(e) Subsequent to such sale, the Comptroller shall file in the Office of the City Clerk, addressed to the City Council, (i) a Determination Certificate setting forth the terms of sale of the Series 1990 Bonds, the interest rate or rates on the Series 1990 Bonds, the numbering of the Series 1990 Bonds, the redemption terms for the Series 1990 Bonds and the determination made pursuant to Section 209 of this Series Ordinance with respect to the amount to be borrowed for Project Purposes, (ii) an executed copy of the Bond Purchase Agreement, reflecting concurrence of the Chairman of the Committee on Finance of the City Council in the determinations made by the Comptroller as to the terms of sale of the Series 1990 Bonds, and (iii) the final Official Statement of the City as provided in Section 210(c) of this Ordinance.

Article III.

*Disposition Of The Proceeds Of The Series 1990 Bonds;
Accounts; Debt Service Reserve Fund And
Debt Service Fund Deposits.*

SECTION 301. Disposition Of Proceeds Of The Series 1990 Bonds.

All amounts received upon the issuance of the Series 1990 Bonds, other than amounts to be deposited in the Debt Service Fund as provided in Section 302 of this Series Ordinance and Costs of Issuance of the Series 1990 Bonds to be paid on the date of the issuance and delivery of the Bonds, and amounts to be deposited in the Debt Service Reserve Fund as provided in Section 303 of this Series Ordinance, shall be deposited in a separate account in the Project Fund, hereby established and designated as the Series 1990 Bonds Project Account (the "Series 1990 Bonds Project Account"). All funds in the Series 1990 Bonds Project Account shall be held by the City and shall be paid out on the order of an Authorized Officer for the purposes of paying costs of Project Purposes and the Costs of Issuance of the Series 1990 Bonds. All amounts received upon the sale of the Series 1990 Bonds are appropriated for the purposes specified in this Article.

Within 60 days after completion of the Project Purposes identified by the Comptroller pursuant to Section 209 of this Series Ordinance and the payment of all costs with respect to those Project Purposes, any funds remaining in the Series 1990 Bonds Project Account shall be transferred by the City (or if such Account is then held by the Trustee, by the Trustee at the direction of the City) either to the 1990 Debt Service Reserve Account, or if such account is fully funded, at the direction of the City either to the Series 1990 Bonds Account in the Debt Service Fund or to any other Account in the Debt Service fund.

SECTION 302. Series 1990 Bonds Account; Deposit Requirements.

(a) There is established as a separate account in the Debt Service Fund a Series 1990 Bonds Account (the "Series 1990 Bonds Account") to relate solely to the Series 1990 Bonds. The Series 1990 Bonds Account shall be used to pay the principal of, the Redemption Price of and the interest on the Series 1990 Bonds, all pursuant to the General Ordinance.

(b) All accrued interest received upon the issuance of the Series 1990 Bonds shall be deposited in the Debt Service Fund to the credit of the Series 1990 Bonds Account and applied to the payment of the first interest due on the Series 1990 Bonds.

(c) The following monthly deposit requirements for interest with respect to the Series 1990 Bonds Account are hereby established:

(i) For each month prior to July 1, 1991, the City shall deposit into the Series 1990 Bonds Account of the Debt Service Fund an amount equal to the amount of interest coming due on July 1, 1991 (minus the amount of accrued interest deposited in the Debt Service Fund upon the issuance and delivery of the Series 1990 Bonds) multiplied by a fraction, the numerator of which shall be one (1) and the denominator of which shall equal the number of full calendar months between that date of delivery of the Series 1990 Bonds and July 1, 1991 minus one (1), until the full amount of the interest payment is on hand.

(ii) For each month beginning in July, 1991, the City shall deposit into the Series 1990 Bonds Account of the Debt Service Fund an amount equal to one-fifth of the interest coming due on the next interest payment date until the full amount of the interest payment is on hand.

(d) The following monthly deposit requirements for principal with respect to the Series 1990 Bonds Account are hereby established:

(i) For each month prior to January 1, 1992, the City shall deposit into the Series 1990 Bonds Account of the Debt Service Fund an amount equal to the amount of principal coming due on January 1, 1992 multiplied by a fraction, the numerator of which shall be one (1) and the denominator of which shall equal the number of full calendar months between the date of delivery of the Series 1990 Bonds and January 1, 1992 minus one (1), until the full amount of the principal payment or mandatory redemption amount is on hand.

(ii) For each month beginning in January, 1992, the City shall deposit into the Series 1990 Bonds Account of the Debt Service Fund an amount equal to one-eleventh of the principal coming due on the next principal payment or mandatory redemption date until the full amount of the principal payment or mandatory redemption amount is on hand.

SECTION 303. Debt Service Reserve Fund Deposit.

There is established as a separate account in the Debt Service Reserve Fund a Series 1990 Debt Service Reserve Account (the "Series 1990 Debt Service Reserve Account"). From the amount received upon the issuance of the Series 1990 Bonds a sufficient sum shall be deposited in the Series 1990 Debt Service Reserve Account to establish a balance in the Debt Service Reserve Fund at least equal to the Reserve Requirement, to be held and

disbursed as provided in the General Ordinance. All or any part of the Reserve Requirement may be met by deposit in the Series 1990 Debt Service Reserve Account of a Reserve Fund Credit Instrument, to be valued at the Reserve Fund Credit Instrument Amount in accordance with the General Ordinance.

SECTION 304. Rebate Account.

There is established as a separate account in the Debt Service Fund a Series 1990 Rebate Account (the "1990 Rebate Account") to relate solely to the Series 1990 Bonds. Deposits to, investments of and disbursements from the 1990 Rebate Account shall be made in accordance with the General Ordinance and the General Tax Certificate to be delivered by the City in connection with the issuance of the Series 1990 Bonds.

Article IV.

Form And Execution Of The Series 1990 Bonds.

SECTION 401. Form Of The Series 1990 Bonds.

The Series 1990 Bonds shall be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and shall be in substantially the following form; provided, however, that if the text of the Series 1990 Bonds is to be printed in its entirety on the front side of the Bonds, then paragraph [3] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [7] through [17] shall be inserted immediately after paragraph [1]:

(Form of Series 1990 Bond -- Front Side)

Registered
No. _____

Registered
\$ _____

United States Of America

State Of Illinois

City Of Chicago, Illinois

Motor Fuel Tax Revenue Bond,

Series 1990.

See Reverse Side
for Additional
Provisions

Interest Maturity Dated
Rate: ____% Date: ____ 1, ____ Date: ____ 1, ____ C.U.S.I.P.: ____

Registered Owner:

Principal Amount:

[1] The City of Chicago, Illinois (the "City"), for value received, promises to pay to the Registered Owner identified above, or to registered assigns as provided below, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 of each year, commencing July 1, 1991 until said Principal Amount is paid (except as the provisions for redemption or acceleration, as described in the General Ordinance and the 1990 Series Ordinance as described in this Bond may be and become applicable to this Bond). No interest shall accrue on this Bond after its maturity unless this Bond shall have been presented for payment at maturity and shall have not then been paid.

[2] The principal of, Redemption Price, if any, and interest on this Bond are payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts. The interest payable on this Bond on each interest payment date will be paid to the person in whose name this Bond is registered at the close of

business on the fifteenth day of the month next preceding the interest payment date. The principal of and Redemption Price, if any, of this Bond (and the interest payable on any redemption or acceleration of this Bond other than on an interest payment date) are payable at the principal corporate trust office of Continental Bank, National Association, Chicago, Illinois, as trustee and paying agent (the "Trustee"). Interest on this Bond on any interest payment date is payable by check mailed by the Trustee to the registered owner of this Bond at the owner's address as shown on the registration books of the City maintained by the Trustee.

[3] Reference is hereby made to the further provision of this Bond set forth on the reverse of this Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

[4] It is hereby certified, recited and declared that all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the issuance of this Bond, did exist, have happened, and have been performed in due time, form, and manner as required by law.

[5] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication on this Bond shall have been executed by the Trustee.

[6] In Witness Whereof, The City of Chicago, Illinois, by its City Council of the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor of the City and the City Clerk of the City and its corporate seal (or a facsimile of that seal) to be affixed, imprinted, engraved, or otherwise reproduced on this Bond, all as of the Dated Date identified above.

City of Chicago, Illinois

By: _____

Mayor

(Seal)

Attest:

City Clerk

Date of Authentication: _____, _____

Certificate Of
Authentication

Trustee and Paying Agent:
Continental Bank, National
Association, Chicago, Illinois

This Bond is one of the Series 1990
Bonds described in the Ordinances
mentioned in this Bond and is one
of the Motor Fuel Tax Revenue
Bonds, Series 1990, of the City of
Chicago, Illinois.

Continental Bank, National
Association, as Trustee

By: _____
Authorized Officer

[Form Of Series 1990 Bond -- Reverse Side]

City Of Chicago, Illinois

Motor Fuel Tax Revenue Bond, Series 1990.

[7] This Bond is one of a duly authorized Series of Bonds of the City designated "Motor Fuel Tax Revenue Bonds, Series 1990" (the "Series 1990 Bonds"), in the aggregate principal amount _____ issued pursuant to the home rule powers of the City and under and pursuant to the Motor Fuel Tax Revenue Bonds General Ordinance of the City duly adopted on _____, 1990 (the "General Ordinance"), and a Series Ordinance for the Series 1990 Bonds, adopted on _____, 1990 (the "Series Ordinance"). As provided in the General Ordinance, Bonds of the City may be issued from time to time pursuant to Series Ordinances in one or more Series, in various principal amounts, may mature at different times, may bear interest at different rates, and subject to the provisions of the General Ordinance, may otherwise vary. Proceeds derived from the issuance of the Series 1990 Bonds will be used to finance certain costs of improving and maintaining the City's street system as authorized by the Use of Motor Fuel

Tax Funds Act, Ill. Rev. Stat., Ch. 121, Paragraph 7-202, et seq., to fund a Debt Service Reserve Fund and to pay costs of issuing the Series 1990 Bonds.

[8] The General Ordinance and the Series Ordinance are referred to together as the "Ordinances". Copies of the Ordinances are on file at the office of the City Clerk and at the principal corporate trust office of the Trustee, and reference to the Ordinances is made for a description of the pledges, assignments, liens security interests, and covenants securing the Series 1990 Bonds, the nature, extent, and manner or enforcement of those pledges, assignments, liens, security interests, and covenants, the rights and remedies of the registered owners of the Series 1990 Bonds, and the terms and conditions upon which Bonds are and may be issued. Except for certain modifications and amendments that are not permitted by the terms of the Ordinances, the provisions of the Ordinances may be modified or amended by the City with the written consent of the holders of at least two-thirds in principal amount (compound accreted value for certain obligations) of the obligations then outstanding under the General Ordinance, and in the event fewer than all of the several Series of Bonds issued under the General Ordinance would be affected by the modification or amendment, with such consent of the holders of at least two-thirds in principal amount (compound accreted value for certain obligations) of such affected Series of Bonds then Outstanding. The City may adopt Supplemental Ordinances for certain purposes without the consent of holders of Bonds.

[9] This Bond is a legal, valid and binding limited obligation of the City payable solely from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness (as defined in the General Ordinance) or from certain other moneys and securities held by the Trustee under the Ordinances. Neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal, Redemption Price, or interest on the Bonds.

[10] The Series 1990 Bonds, together with other Bonds that may be issued in the future on a parity with the Series 1990 Bonds, are payable as to principal, Redemption Price, and interest from Motor Fuel Tax Revenues of the City which lawfully may be used for the purpose of payment of Municipal Indebtedness.

[11] By the General Ordinance the City has established a Debt Service Fund with respect to Bonds issued under the General Ordinance. The City has established a Series 1990 Bonds Account in that Fund, which is to be used for paying the principal of and interest on the Series 1990 Bonds. The City has also established a Debt Service Reserve Fund. The City has established a Series 1990 Debt Service Reserve Account in the Debt Service Reserve Fund for the sole benefit of the holders of the Series 1990 Bonds.

[12] The City has assigned to the Trustee for the benefit of the holders from time to time of Bonds issued under the General Ordinance all Motor Fuel Tax Revenues received by the City that are to be collected by the Illinois Department of Revenue that may lawfully be used for the payment of Municipal Indebtedness. For the benefit of the Holders of Bonds issued under the General Ordinance, the City has pledged, assigned and granted to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues received that lawfully may be used for payment in full of principal and Redemption Price of, and interest on all such Bonds, as such amounts become due and payable, whether by the terms of such Bonds or by acceleration as provided in the General Ordinance or the Series Ordinance applicable to such obligations. By the Series Ordinance, the City has provided for deposit requirements in the Series 1990 Bonds Account of the Debt Service Fund. The pledge, assignment and grant of a lien and security interest are subject to the right of the City to apply for its other lawful purposes any amounts which it has on hand and which are not required to remain on deposit in or to be deposited in the Debt Service Fund.

[13] This Bond is transferable, as provided in the Ordinance, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee by the registered owner of this Bond in person, or by the owner's agent duly authorized in writing. Upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the owner's agent authorized in writing, and upon the payment of any charges prescribed in the Ordinances, a new registered Series 1990 Bond, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee as provided in the Ordinances. The City and the Trustee may deem and treat the Registered Owner as the absolute owner of this Bond (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal of this Bond and the Redemption Price, if any, and interest due on this Bond for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of this Bond during the period from any record date to the next interest payment date on the Series 1990 Bonds or to make any such transfer or exchange of this Bond if this Bond is proposed to be redeemed after its selection by the Trustee for redemption.

[14] The Series 1990 Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000. Subject to the limitations and upon payment of the charges provided in the Ordinances, Series 1990 Bonds in fully registered form may be exchanged for a like aggregate principal amount of Series 1990 Bonds in fully registered form of other authorized denominations.

[15] The Series 1990 Bonds due on and after January 1, _____ are subject to redemption prior to maturity at the option of the City, in whole or in part at any time on or after January 1, _____, and if in part, from such maturity or

maturities as the City may determine, and if less than an entire maturity, in integral multiples of \$5,000 selected by the Trustee as provided in the General Ordinance, at the Redemption Prices (expressed as a percentage of the principal amount to be redeemed) set forth below plus accrued interest to the redemption date:

Redemption Dates
(dates inclusive)

Redemption Prices

[16] The Series 1990 Bonds maturing on January 1, 20____, are subject to mandatory redemption, in integral multiples of \$5,000 selected by the Trustee as provided in the General Ordinance, through the application of Sinking Fund Installments, at a Redemption Price equal to the principal amount to be redeemed plus accrued interest to the redemption date, on January 1 of each of the years and in the principal amounts as follows:

Year

Principal Amount

[17] Notice of redemption of any Series 1990 Bonds shall be given by mailing a copy of the notices prepaid to the registered owners of the Series 1990 Bonds that are to be redeemed at their last addresses appearing on the registration books. The notice shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption. The failure of any person to receive the notice shall not affect the validity of the redemption and the failure to mail notice to the registered owner of any Series 1990 Bond shall not affect the validity of the redemption of any other Series 1990 Bond. When any of the Series 1990 Bonds, including this Bond, shall have been called for redemption, and payment made or provided for, interest on that Bond shall cease to accrue from and after the date so specified.

Assignment.

For value received _____ sells, assigns, and transfers unto _____

(Please insert Social Security or other identifying number of Assignee)

(Please print or typewrite name and address of Assignee)

this Bond of the City of Chicago, Illinois and irrevocably constitutes and appoints _____ agent to register the transfer of that Bond on the books kept for its registration.

Dated: _____

Signature Guaranteed:

Signature:

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Notice: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SECTION 402. Execution Of Series 1990 Bonds.

The Series 1990 Bonds shall be executed by the manual or facsimile signatures of the Mayor of the City and the City Clerk of the City and shall have the corporate seal of the City affixed to them (or a facsimile of that seal printed on them). The Mayor and City Clerk are each authorized and directed to file or to retain on file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of their facsimile signatures to execute the Series 1990 Bonds is authorized upon such filing. Each Series 1990 Bond so executed by the facsimile signatures of the Mayor and City Clerk shall be as effective as if executed by the hand of such officer. The validity of any Series 1990 Bond shall remain unimpaired although one or more of the officers executing such Series 1990 Bond shall have ceased to be such officer or officers before delivery of any Series 1990 Bond to its registered owner.

No Series 1990 Bond shall be valid for any purpose unless and until a certificate of authentication of that Series 1990 Bond substantially in the form set forth in the form of Series 1990 Bond in Section 401 of this Series Ordinance shall have been duly executed by the Trustee with respect to that Series 1990 Bond. That certificate upon any Series 1990 Bond shall be conclusive evidence that such Series 1990 Bond has been authenticated and delivered under the General Ordinance, and this Series Ordinance. The Trustee's certificate of authentication on any Series 1990 Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustees, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Series 1990 Bonds. The Trustee is authorized and directed to cause all Series 1990 Bonds executed by the City to be authenticated in accordance with the provisions of the General Ordinance and this Series Ordinance.

*Article V.**Miscellaneous.***SECTION 501. Arbitrage.**

The City Council of the City represents and certifies that so long as any of the Series 1990 Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Series 1990 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 1990 Bonds or from any other sources, will not be used in a manner which will cause the Series 1990 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 and any lawful regulations promulgated or proposed under that Section, as the same presently exist, or may from time to time be amended, supplemented or revised. The City Council of the City reserves the right, however, to make any investment of such moneys permitted by Illinois law if, when and to the extent that said Section 148 or regulations promulgated under that Section shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, adversely affect the tax-exempt status of the interest on the Series 1990 Bonds.

The City Council of the City also agrees and covenants with the purchasers and Holders of the Series 1990 Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Series 1990 Bonds and affects the tax exempt status of the Series 1990 Bonds.

The City Council of the City hereby authorizes the Mayor, the Treasurer or the Comptroller to make such further covenants and certifications as may be necessary to assure that the use of the Series 1990 Bond proceeds will not cause the Series 1990 Bonds to be arbitrage bonds and to assure that the interest on the Series 1990 Bonds will be exempt from federal income taxation. In that connection, the City Council of 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 consult with counsel approving the Series 1990 Bonds and to comply with such advice as may be given; (c) to establish a Rebate Account for the Series 1990 Bonds in the Debt Service Fund and to deposit in it for payment to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 1990 Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its

officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City Council of the City in such compliance.

SECTION 502. Appropriation.

This Series Ordinance constitutes an appropriation by the City of all Motor Fuel Tax Revenues to be applied as provided in the General Ordinance and this Series Ordinance for the payment of all installments of principal and Redemption Price of, and interest on, the Series 1990 Bonds, as such amounts come due.

SECTION 503. Publication; Effectiveness.

This Series Ordinance shall be published in pamphlet form by the City Clerk, by causing to be printed at least 100 copies of this Series Ordinance, 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 Series Ordinance. This Series Ordinance shall be in full force and effect ten (10) days after its adoption, approval by the Mayor and publication as provided in this Section 503.

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

Exhibit "B".

Preliminary Official Statement Dated As Of December __, 1990.

New Issue -- Global Book-Entry.

Subject to compliance by the City with certain covenants, in the opinions of Schiff Hardin & Waite and Sanchez & Daniels, Co-Bond Counsel, under present law, interest on the Series 1990 Bonds is not included in gross income for federal income tax purposes and thus is exempt from federal income taxes based on gross income. Interest on the Series 1990 Bonds is not an item of tax preference for purposes of calculation of the individual alternative minimum tax. Interest on the Series 1990 Bonds is not exempt from present Illinois income taxes. See discussion under the heading "Tax Exemption".

\$ _____ *

City Of Chicago, Illinois

Motor Fuel Tax Revenue Bonds,

Series 1990.

Dated: December 1, 1990

Due: January 1, as shown below

The Series 1990 Bonds are issuable only in fully registered form. Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C."), will act as securities depository of the Series 1990 Bonds and its nominee, Kray & Co., will be the registered owner of the Series 1990 Bonds. Individual purchases of interests in the Series 1990 Bonds must be in the principal amount of \$5,000 or any integral multiple thereof and will be recorded on a book-entry only system operated by M.S.T.C. For further details on ownership, payments, notice and other matters under the book-entry only system, see "Description Of The Series 1990 Bonds -- Book-Entry Only System".

Interest on the Series 1990 Bonds is payable from their date on each January 1 and July 1, commencing July 1, 1991. Principal of, Redemption Price, if any, and interest payable on the Series 1990 Bonds are payable by Continental Bank, National Association, Chicago, Illinois, as the paying agent and the trustee (the "Trustee"), to M.S.T.C., which will remit such principal, Redemption Price, if any, and interest to M.S.T.C.'s Participants for payment to the Beneficial Owners of the Series 1990 Bonds. See "Description Of The Series 1990 Bonds -- Book-Entry Only System".

The Series 1990 Bonds are subject to redemption prior to maturity as described herein.

The Series 1990 Bonds And The Interest Thereon Are Limited Obligations Of The City Of Chicago With A Claim For Payment Solely From Motor Fuel Tax Revenues Which May Lawfully Be Used For The Purpose Of Payment Of Municipal Indebtedness Or From Certain Other Moneys And Securities

* Preliminary, subject to change

Held By The Trustee Under The Ordinances. Neither Full Faith And Credit Nor The Taxing Power Of The City Of Chicago, The State Of Illinois Or Any Political Subdivision Of The State Of Illinois Is Pledged To Pay The Principal Of, Redemption Price, If Any, And Interest On The Series 1990 Bonds.

AMOUNTS, INTEREST RATES AND PRICES OR YIELDS*

January 1	Amount	Interest Rate	Prices or Yields	January 1	Amount	Interest Rate	Prices or Yields
1992				1996			
1993				1997			
1994				1998			
1995				1999			
				2000			

\$ _____ % Term Bonds due January 1, 20 ____ Price ____ %

\$ _____ % Term Bonds due January 1, 2016 Price ____ %

(Accrued interest to be added)

* Preliminary, subject to change

The Series 1990 Bonds are being offered by the Underwriters when, as and if issued by the City of Chicago, Illinois and received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Schiff Hardin & Waite, Chicago, Illinois and Sanchez & Daniels, Chicago, Illinois, Co-Bond Counsel. Certain legal matters will be passed upon for the City of Chicago, Illinois by its Corporation Counsel, and for the Underwriters by their counsels, Bell, Boyd & Lloyd, Chicago, Illinois and John H. Stroger, Jr., Esq., Chicago, Illinois. It is expected that the Series 1990 Bonds in definitive form will be available for delivery to M.S.T.C. in Chicago, Illinois on or about December ____, 1990.

Bear, Stearns & Co., Inc.

Donaldson, Lufkin & Jenrette
Securities Corporation

Grigsby Brandford Powell, Inc.

Reinos & Co.,
Incorporated

December ____, 1990.

The Prices And Other Terms Respecting The Offering And Sale Of The Series 1990 Bonds May Be Changed From Time To Time By The Underwriters After The Series 1990 Bonds Are Released For Sale, And The Series 1990 Bonds May Be Offered And Sold At Prices Other Than The Initial Offering Prices, Including Sales To Dealers Who May Sell The Series 1990 Bonds. The Underwriters May Over Allot Or Effect Transactions That Stabilize Or Maintain The Market Price Of The Series 1990 Bonds At A Level Above The Level That Might Otherwise Prevail In The Open Market. Such Stabilizing, If Commenced, May Be Discontinued At Any Time.

The Official Statement is being used in connection with the offer and sale of the Series 1990 Bonds and may not be reproduced or be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information in it is correct as of any time subsequent to its date. No dealer, salesman or any other person has been authorized by the City of Chicago, Illinois or the Underwriters to give any information or to make any representation other than as contained in this Official Statement in connection with the offering it describes and, if given or made, such other information or representation must not be relied upon as having been authorized by the City of Chicago, Illinois or the Underwriters. This Official Statement does not constitute an offer of any securities other than those described on the cover page or an offer to sell or a solicitation of an offer to buy in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, and set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the registered owners of the Series 1990 Bonds.

City Of Chicago

Mayor

Richard M. Daley

City Treasurer

Miriam Santos

City Clerk

Walter S. Kozubowski

City Council Committee On Finance

Edward M. Burke, Chairman

City Chief Financial Officer

Edward J. Bedore

City Comptroller

Walter K. Knorr

City Budget Director

Sidonie J. Walters-Lawrence

Corporation Counsel

Kelly R. Welsh

Co-Bond Counsel

Schiff Hardin & Waite, Chicago, Illinois

Sanchez & Daniels, Chicago, Illinois

Financial Advisors

The Northern Trust Company
Chicago, Illinois

\$ _____ *

City Of Chicago

Motor Fuel Tax Revenue Bonds

Series 1990.

Introduction.

This Official Statement, including its Appendices, sets forth certain information concerning the issuance and sale by the City of Chicago, Illinois (the "City") of its Motor Fuel Tax Revenue Bonds, Series 1990 in the aggregate principal amount of \$ _____ * (the "Series 1990 Bonds"). The Series 1990 Bonds are being issued pursuant to the home rule powers of the City under Article 7, Section 6(a) of the Illinois Constitution of 1970 and under and pursuant to the Motor Fuel Tax Revenue Bonds General Ordinance of the City duly adopted on December 4, 1990 (the "General Ordinance") and a Series 1990 Ordinance for the Series 1990 Bonds, duly adopted on December 4, 1990 (the "Series 1990 Ordinance"). The Series 1990 Ordinance and the General Ordinance are collectively referred to as the "Ordinances". Continental Bank, National Association, Chicago, Illinois, has been appointed trustee (the "Trustee") and the Bond Registrar under the General Ordinance.

* Preliminary, subject to change.

The proceeds derived from the issuance of the Series 1990 Bonds will be used by the City to finance certain costs of improving and maintaining the City's street system as authorized by Division 2 of Article 7 of the Illinois Highway Code, Ill. Rev. Stat., Ch. 121, §7-202 et seq. (the "Use of Motor Fuel Tax Funds Act"), to make certain required deposits pursuant to the Ordinances and to pay issuance costs of the Series 1990 Bonds.

The Holders of the Series 1990 Bonds have a claim for payment from Motor Fuel Tax Revenues that the City receives from the Illinois Department of Revenue (the "Department") pursuant to the Motor Fuel Tax Act, Ill. Rev. Stat., Ch. 120, 417 et seq. (the "Motor Fuel Tax Act") which lawfully may be used for the purpose of payment of Municipal Indebtedness. Municipal Indebtedness shall mean municipal indebtedness incurred in connection with the completion of any improvements as authorized under the Use of Motor Fuel Tax Funds Act.

Under current law, certain of the Motor Fuel Tax Revenues received by the City are available for the purpose of paying Municipal Indebtedness, including the Series 1990 Bond. The Use of Motor Fuel Tax Funds Act requires that 25 percent of such Motor Fuel Tax Revenues must be used for the reconstruction, maintenance, repair or improvement of the City's non-arterial streets and therefore may not be used for the payment of Municipal Indebtedness. See "Security for the Series 1990 Bonds -- General Description and Limitations of Use of Motor Fuel Tax Revenues".

Pursuant to the General Ordinance, the City has established a Debt Service Fund with respect to Bonds issued under the General Ordinance. The City has established a Series 1990 Bonds Account in the Debt Service Fund, which shall be used for paying the principal of, the Redemption Price, if any, and the interest on the Series 1990 Bonds. The City has also established a Debt Service Reserve Fund for the benefit of holders of all Bonds issued under the General Ordinance. Under the Series 1990 Ordinance, the City has established a separate debt service reserve account in such Debt Service Reserve Fund (the "Series 1990 Debt Service Reserve Account"). The moneys required to be deposited in the Series 1990 Debt Service Reserve Account shall secure and shall be used only for the Series 1990 Bonds. See "Security for the Series 1990 Bonds".

As provided in the General Ordinance, the City may issue from time to time pursuant to Series Ordinances, additional bonds on parity with the Series 1990 Bonds, in various principal amounts, which may mature at different times, may bear interest at different rates and, subject to the provisions of the General Ordinance, may otherwise vary (such bonds being referred to as the "Additional Bonds" and together with the Series 1990 Bonds, the "Bonds"). Nothing in the Ordinances prohibit the City from issuing debt subordinate to bonds secured by Motor Fuel Tax Revenues. The Series 1990 Bonds are the first Bonds to be issued by the City under the General Ordinance.

The Series 1990 Bonds and any Additional Bonds are legal, valid and binding limited obligations of the City with a claim for payment solely from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness or from certain other moneys and securities held by the Trustee under the Ordinances. Neither The Full Faith And Credit Nor The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Of The State Of Illinois Is Pledged To The Payment Of The Principal, Redemption Price Or Interest On The Series 1990 Bonds.

The description and summaries of the various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements herein regarding any such document are qualified in their entirety by reference to such document. See Appendix A "Summary of Certain Provisions of the General Ordinance and the Series 1990 Ordinance -- General Definition" for definitions of certain words and terms used herein.

The Series 1990 Bonds.

General.

The Series 1990 Bonds will bear interest at the respective rates per year and mature in the amounts and on the dates set forth on the cover page of this Official Statement. During any period in which the Series 1990 Bonds are not held in book-entry only form, principal of, Redemption Price, if any, and interest on the Series 1990 Bonds will be paid as described under "The Series 1990 Bonds -- General Provisions of Series 1990 Bonds When Not in Book-Entry". The Series 1990 Bonds will be issued in denominations of \$5,000 and integral multiples thereof. The Series 1990 Bonds will bear interest (based on a 360-day year of twelve 30-day months) from their date and will be payable semiannually on January 1 and July 1 of each year, commencing July 1, 1991. The Series 1990 Bonds, as initially issued, will be dated as of December 1, 1990.

Book-Entry Only System.

The following information that concerns the Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C.") has been furnished by it for use in this Official Statement and neither the City nor the Underwriters take any responsibility for its accuracy or completeness.

The Series 1990 Bonds will initially be issued solely as fully registered bonds through a book-entry only system operated by M.S.T.C., acting as securities depository for the Series 1990 Bonds. The ownership of one fully

registered Series 1990 Bond for each maturity as set forth on the cover page, each in the aggregate principal amount of such maturity will be registered in the name of Kray & Co., as nominee for M.S.T.C. M.S.T.C. has advised the City that it is a limited purpose trust company organized under the laws of the State of Illinois, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Illinois Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. M.S.T.C. was created to hold securities of participating members (the "Participants") and to facilitate the clearance and settlement of securities transactions among Participants in such securities through electronic book-entry changes in accounts of the Participants, thereby eliminating the need of physical movement of securities certificates. Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the M.S.T.C. system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly.

Ownership interest in the Series 1990 Bonds may be purchased only by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 1990 Bonds as nominees will not receive certificated Series 1990 Bonds, but each such Participant will receive a credit balance in the records of M.S.T.C. in the amount of such Participant's interest in the Series 1990 Bonds, which will be evidenced by reports from M.S.T.C. to the Participants. Each such person for whom a Participant has an interest in the Series 1990 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant and may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City and the Trustee to M.S.T.C., which may affect such persons, forwarded in writing by such Participant and to have notification made of all principal, premium, if any, and interest payments. The City and the Trustee will have no responsibility or the obligation in any respect to such Participants or the persons for whom they act as nominees with respect to the Series 1990 Bonds. For the purposes of this Official Statement, the term "Beneficial Owner" shall include the person for whom the Participant acquires an interest in the Series 1990 Bonds.

M.S.T.C. will receive payments of interest on the Series 1990 Bonds, principal, and other payments on the Series 1990 Bonds from the Trustee, to be remitted to the Participants for the benefit of the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 1990 Bonds will be recorded through the computerized book-entry system operated by M.S.T.C. and through the records of the Participants.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such

Beneficial Owners for such purposes. When notices are given, they shall be sent by the Trustee to M.S.T.C. with a request that M.S.T.C. forward (or cause to be forwarded) the notice to the Participants so that such Participants may forward (or cause to be forwarded) the notices to the Beneficial Owners.

It will be the responsibility of the Participants to furnish confirmations of purchases of the Series 1990 Bonds to the Beneficial Owners. Transfers of ownership interests in the Series 1990 Bonds will be accomplished by book-entries made by M.S.T.C. and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 1990 Bonds, except as specifically provided in the Series 1990 Ordinance. Interest, Redemption Price, if applicable, and principal will be paid by the Trustee to M.S.T.C., then paid by M.S.T.C. to the Participants, and thereafter paid by the Participants to the Beneficial Owners when due.

For every transfer and exchange of Series 1990 Bonds, the Trustee, M.S.T.C. and the Participants may charge the Beneficial Owners a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation to it.

M.S.T.C. may determine to discontinue providing its services with respect to the Series 1990 Bonds at any time by giving notice to the City and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Trustee and the City are obligated to deliver Series 1990 Bond certificates as described in the Series 1990 Ordinance. If the City determines that M.S.T.C. or a successor, is incapable of discharging its responsibilities as a securities depository for the Series 1990 Bonds or that it is in the best interests of the Beneficial Owners or the City that they be able to obtain certified Series 1990 Bonds, the City may cause the Trustee to authenticate and deliver Series 1990 Bond certificates to the Beneficial Owners. In the event that M.S.T.C. is no longer to serve as securities depository for the Bonds, M.S.T.C., the City and the Trustee will cooperate with one another in taking appropriate action to make available separate certificates evidencing the Series 1990 Bonds to M.S.T.C.'s Participants having Series 1990 Bonds credited to their M.S.T.C. accounts or arrange for another securities depository operating a book-entry securities depository to maintain custody of certificates evidencing the Series 1990 Bonds. (M.S.T.C. and any successor securities depository are referred to in the Official Statement as the "Depository").

On or prior to the issuance of the Series 1990 Bonds, M.S.T.C. will agree and represents that M.S.T.C. will, subject to M.S.T.C.'s rules and bylaws, and to requirements of law, hold the Series 1990 Bonds as securities depository for M.S.T.C.'s Participants.

Redemption Provisions.

Optional. The Series 1990 Bonds due on and after January 1, _____ are subject to redemption prior to maturity at the option of the City, in whole or in part at any time on and after January 1, _____, and if in part, from such maturity or maturities as the City may determine, and if less than an entire maturity, in integral multiples of \$5,000 selected by the Trustee by lot as it may determine, at the Redemption Prices (expressed as a percentage of the principal amount to be redeemed) set forth below plus accrued interest to the redemption date:

Redemption Dates (dates inclusive)	Redemption Prices
January 1, _____ to December 31, _____	_____ %
January 1, _____ to December 31, _____	_____ %
January 1, _____ and thereafter	_____ %

Mandatory. The Series 1990 Bonds maturing on January 1, _____ are subject to mandatory redemption, in integral multiples of \$5,000 selected by the Trustee as provided in the General Ordinance, through the application of Sinking Fund Installments, at a Redemption Price equal to the principal amount to be redeemed plus accrued interest to the redemption date, on January 1 of each of the years and in the principal amounts as follows:

Year	Principal Amount
	\$

The average life of the Series 1990 Bonds maturing on _____ based on the mandatory sinking fund schedule set forth above is years.

Notice And Other Redemption Provisions. Notice of redemption of any Series 1990 Bonds shall be given by mailing a copy of the notice prepaid to the registered owners of the Series 1990 Bonds that are to be redeemed at their last addresses appearing on the registration books. The notice shall be mailed not less than 30 days nor more than 60 days prior to the date fixed for redemption. However, during the period in which the Series 1990 Bonds are registered in the name of M.S.T.C. or its nominee, notice of any redemption will be given to M.S.T.C. or its nominee, as registered owner of the Series 1990 Bonds, not less than 30 days and not more than 90 days prior

to the date set for redemption. M.S.T.C. is then to forward the Redemption Notice to the Participants, which are to provide appropriate notification to the Beneficial Owners of the Series 1990 Bonds. The failure of any person to receive the notice shall not affect the validity of the redemption and the failure to mail notice to the registered owner of any Series 1990 Bond shall not affect the validity of the redemption of any other Series 1990 Bond. When any Series 1990 Bond shall have been called for redemption, and payment made or provided for, interest on that Bond shall cease to accrue from and after the date so specified.

Series 1990 Bonds within any maturity called for optional or mandatory redemption will be selected by lot. No interest shall accrue on any Series 1990 Bonds called for mandatory or optional redemption after the redemption date if payment of the Redemption Price for those Series 1990 Bonds has been duly provided.

General Provisions Of Series 1990 Bonds When Not In Book-Entry.

The City may at any time in its sole discretion determine that the Depository is incapable of discharging its responsibilities or that it is in the best interest of the City or the Holders of the Series 1990 Bonds that such Bonds no longer be registered in the name of the Depository or its nominee but that the Beneficial Owners of the Series 1990 Bonds should be able instead to obtain certificates for the Series 1990 Bonds. The City and the Trustee shall then deliver certificates for the Series 1990 Bonds as described in the Series Ordinance. If certificates of the Series 1990 Bonds are issued, the provisions of the Ordinances will apply to, among other things, the transfer and exchange of Series 1990 Bond certificates and the method of payment of principal, Redemption Price, if any, and interest on the Series 1990 Bonds, as described in the following paragraphs.

During the period in which the Series 1990 Bonds are not registered in the name of the Depository or its nominee, the principal and Redemption Price of all Series 1990 Bonds (and the interest payable on any date of redemption or acceleration other than on an interest payment date) shall be payable at the principal corporate and trust office of the Trustee, which is the appointed paying agent for the Series 1990 Bonds. Interest on the Series 1990 Bonds payable on any interest payment date shall be payable by check mailed by the Trustee to the registered owners of the Series 1990 Bonds at their addresses as shown on the registration books of the City maintained by the Trustee. The interest payable on the Series 1990 Bonds on each interest payment date will be paid to the persons in whose names the Series 1990 Bonds are registered at the close of business on the applicable record date. Upon request of a registered owner of at least \$1,000,000 in principal amount of the Series 1990 Bonds Outstanding, all payments of principal, Redemption Price and interest on the Series 1990 Bonds shall be paid by wire transfer in immediately available funds to an account designated by

such registered owner. The Series 1990 Bonds may be transferred or exchanged for the same total principal amount of Series 1990 Bonds of other authorized denominations upon surrender at the principal corporate trust office of the Trustee, together with an assignment executed by the Holder or by the Holder's duly authorized agent. Payment of any tax, fee or other governmental charge, other than one imposed by the City, arising from any transfer or exchange of Series 1990 Bonds may be required to be paid by the Holder as a condition for exercising that privilege. The Trustee will not be required, however, to transfer any Series 1990 Bond which has been called for redemption, or to transfer to exchange any Series 1990 Bond during the 15 days next preceding an interest payment date or, in the case of a proposed redemption of the Series 1990 Bonds after the selection by the Trustee of such Series 1990 Bonds for redemption. In the event any Series 1990 Bond is mutilated, lost, stolen, or destroyed, the City may execute and the Trustee may authenticate a new Series 1990 Bond in accordance with the provisions of the General Ordinance.

Estimated Use Of Proceeds.

The Series 1990 Bonds are being issued by the City to provide funds to finance certain costs of improving and maintaining its street system and to make certain required deposits pursuant to the Ordinances. The proceeds of the sale of the Series 1990 Bonds (exclusive of accrued interest which is to be deposited in the Debt Service Fund) are estimated to be applied as follows:

Project Fund	\$
Debt Service Reserve Fund	
Costs of Issuance	
Underwriter Discount	
Original Issue Discount	_____
Total:	\$ _____ *

* Preliminary, subject to change.

Security For The Series 1990 Bonds.

General Description And Limitations Of Use Of Motor Fuel Tax Revenues.

Holders of the Series 1990 Bonds and any Additional Bonds have a claim for payment of principal, Redemption Price, if any, and interest on such Bonds solely from Motor Fuel Tax Revenues that the City receives from the Department and which may lawfully be used by the City for such payments. Under current law, the Use of Motor Fuel Tax Funds Act imposes two alternative restrictions on the amount of Motor Fuel Tax Revenues which may be used to make such payments. The greater of the two restrictions determines the amount of Motor Fuel Tax Revenues which may not be used for the purpose of payment of Municipal Indebtedness, including the Series 1990 bonds.

The first of the two restrictions requires that 25 percent of the Motor Fuel Tax Revenues received by the City in each year must be expended solely for reconstruction, maintenance, repair or improvement of the City's non-arterial residential streets.

The second restriction imposed by the Use of Motor Fuel Tax Funds Act provides that, if the formula under the Motor Fuel Tax Act concerning the distribution of Motor Fuel Tax Revenues is changed resulting in an increase in the percentage of State M.F.T. Funds allocated to municipalities as a class from that percentage which became effective in 1974, the City is required to expend the increased amount of Motor Fuel Tax Revenues attributable to that percentage increase solely on the construction, reconstruction or improvement of its unimproved or partially improved non-arterial residential streets.

As a result, under current law, at least twenty-five percent of Motor Fuel Tax Revenues received by the City in any year may not be used for the purpose of payment of Municipal Indebtedness, including the Series 1990 Bonds.

The following paragraphs describe the security for the Bonds and the various funds and accounts created under the Ordinances.

Pledge Effected By The General Ordinance.

For the benefit of the Holders from time to time of the Bonds, the City pledges, assigns and grants to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues which may lawfully be used for the

purpose of payment of Municipal Indebtedness and certain other moneys and securities held by the Trustee under the General Ordinance for payment in full of the principal of, Redemption Price, if any, and interest on Bonds, as such amounts become due and payable, in accordance with the provisions of the General Ordinance.

The pledge and grant of lien and security interest is subject to the right of the City to apply any amounts not required to be deposited in the Debt Service Fund, or which are paid to the City or at the City's direction pursuant to the General Ordinance, for its other lawful purposes.

Motor Fuel Tax Revenue Fund.

The General Ordinance creates a Motor Fuel Tax Revenue Fund to be maintained by the Trustee. The General Ordinance requires the City to pay to the Trustee for deposit in the Motor Fuel Tax Revenue Fund all Motor Fuel Tax Revenues received by the City.

From all amounts deposited in the Motor Fuel Tax Revenue Fund, the Trustee shall determine the percentage of such amounts which may not lawfully be used to pay debt service on the Bonds. The Trustee shall make the determination on the basis of the most recent City certificate identifying the percentage of Motor Fuel Tax Revenues which may not lawfully be used to pay Municipal Indebtedness. The Trustee shall pay to the City an amount of Motor Fuel Tax Revenues equal to such percentage, and shall deposit the remaining amount to the credit of the various Funds and Accounts described below as provided in the General Ordinance.

Debt Service Fund.

The General Ordinance creates a Debt Service Fund to be maintained by the Trustee and used to pay the debt service on the Series 1990 and Additional Bonds. Separate accounts in the Debt Service Fund are required to be established for each series of Bonds issued by the City pursuant to separate series ordinances. Pursuant to the Series 1990 Ordinances, the City has established a Series 1990 Bonds Account in the Debt Service Fund. Motor Fuel Tax Revenues deposited into the Series 1990 Bond Account shall be used to pay the principal of, Redemption Price, if any, and interest on the Series 1990 Bonds when due.

The Series 1990 Ordinance establishes a monthly deposit requirement for the Series 1990 Bonds in the Series 1990 Bonds Account. Each month, any

amounts in the Debt Service Fund in excess of the required deposits in it (other than in any Rebate Accounts created under it) are required to be transferred to the Debt Service Reserve Fund, discussed below, until the amount in each Account in the Debt Service Reserve Fund equals the Reserve Requirement for such Account. After that, any amounts remaining are used to make required deposits in the Rebate Accounts, and are then paid by the Trustee to the City, or upon the City's direction. The City may then commit such amounts for any other lawful purpose, including the payment of indebtedness which is subordinate to the Bonds.

Debt Service Reserve Fund.

The General Ordinance establishes a Debt Service Reserve Fund, to be maintained by the Trustee as additional security for Bonds issued under the General Ordinance.

The City may create separate accounts in the Debt Service Reserve Fund relating to particular Series of Bonds Motor Fuel Tax Revenues deposited into the Series 1990 Debt Service Reserve Account that the City established under the Series 1990 Ordinance shall secure and be used only for the Series 1990 Bonds.

In connection with the issuance of any Bonds, the General Ordinance requires an amount, if any, to be deposited in the respective Debt Service Reserve Fund Account so that the value of the Debt Service Reserve Fund Account at least equals the Reserve Requirement on all Bonds Outstanding immediately after the delivery of such Series of Bonds and secured by such Account. The Reserve Requirement is an amount equal to the lesser of (i) ten percent (10%) of the original principal amount of the Series of Bonds (less any original issue discount) secured by such Account, (ii) the maximum amount of the Annual Debt Service Requirements for the Outstanding Bonds secured by such Account for that or any future twelve-month period ending December 31, or (iii) 125% of the average annual debt service for the Series of Bonds.

Each month, the Trustee is required to pay to and deposit in each Debt Service Reserve Fund Account, all amounts in the Debt Service Fund in excess of the amounts required to be on deposit in the Debt Service Fund if the amount on deposit in such Account is less than the Reserve Requirement for such Account. See "Security For The Series 1990 Bonds -- Debt Service Fund" above.

All amounts on deposit in the Series 1990 Debt Service Reserve Account are held in trust for the sole benefit of the Holders of the Series 1990 Bonds, and shall be transferred by the Trustee to the Debt Service Fund to the credit of the Series 1990 Bonds Account at the times and in the amounts required to pay principal of the Series 1990 Bonds, at maturity or on Sinking

Fund Installment dates, and to pay interest on the Series 1990 Bonds, as it falls due if there are not sufficient amounts in the Series 1990 Bonds Account for that purpose.

All or any part of the Reserve Requirement for any Debt Service Reserve Fund Account may be met by the deposit with the Trustee of a Reserve Fund Credit Instrument. See Appendix A -- "Summary Of Certain Provisions Of The General Ordinance And The Series 1990 Ordinance -- Debt Service Reserve Fund".

Rebate Account.

The General Ordinance establishes in the Debt Service Fund a separate Rebate Account with respect to each series of Bonds. The General Ordinance requires that there be deposited in the Debt Service Fund to the credit of the Rebate Accounts, after there are no deficiencies in any of the other accounts in the Debt Service Fund or the Debt Service Reserve Fund, the amounts as shall be required to be held available for rebate to the United States of America with respect to each series of Bonds. The amounts so to be held available shall be determined from time to time by the City.

Additional Bonds.

The City may issue Additional Bonds from time to time for any lawful purpose. Additional Bonds shall be on a parity with the Series 1990 Bonds. Nothing in the Ordinances prohibit the City from issuing debt subordinate to bonds secured by Motor Fuel Tax Revenues. See "Security For The Series 1990 Bonds -- Pledge Effected by the General Ordinance".

Additional Bonds may be issued only if (i) there is no default in payment of Outstanding Bonds or in making deposits to the Debt Service Fund, (ii) upon the issuance of Additional Bonds the value of each Account in the Debt Service Reserve Fund is not less than the Reserve Requirement for such Account and (iii) if the "revenues test" is met.

The "revenues test" is met if, at the date the contract is made to sell the Additional Bonds, Motor Fuel Tax Revenues which lawfully may be used to pay debt service on the Bonds shall equal or exceed 2.0 times the maximum Annual Debt Service Requirements for all Bonds to be outstanding upon the issuance of the Additional Bonds. For purposes of the "revenues test", Motor Fuel Tax Revenues shall be equal to the amount of such Motor Fuel Tax Revenues received by the Trustee and deposited from the Motor Fuel Tax Revenue Fund into the Debt Service Fund in the immediately preceding 12 months for which information is available. The amount of such Motor Fuel Tax Revenues shall be certified by the Comptroller.

In addition, the City may, without meeting these tests, issue refunding Bonds to (i) avoid a default in payment of Bonds or (ii) if the refunding results in deposit requirements in each fiscal year for which the previously Outstanding Bonds would have been Outstanding is not in excess of those prevailing before the refunding.

Motor Fuel Tax Revenues.

General.

The Motor Fuel Tax Act of Illinois enacted in 1929 and subsequently amended, imposes a tax upon the privilege of operating motor vehicles upon the public highways and waters, based upon the consumption of motor fuel within the State of Illinois. All moneys received by the Department under Sections 418 and 429 of the Motor Fuel Tax Act are required to be deposited in a special fund in the State Treasury known as the "Motor Fuel Tax Fund". The Motor Fuel Tax Fund is comprised of revenues received from five sources: (i) the Motor Fuel Tax of 19 cents per gallon; (ii) a 2.5 cents per gallon tax imposed upon the consumption of diesel fuel; (iii) 1.7% of 80% of revenues collected from the State's sales tax; (iv) a special fuels use tax on commercial vehicles of (a) 21.5 cents per gallon plus (b) 6.25% of the average annual selling price per gallon; and (v) a biannual fee of \$7.50 for an identification decal required on every commercial vehicle operating in the State of Illinois (collectively, the "State M.F.T. Funds").

All distributors and suppliers, as defined under the Motor Fuel Tax Act, of motor fuel are required to collect such tax at the time of sale/distribution. Each month, distributors and suppliers are required to report and pay the previous month's tax collections to the Department. If the distributors and suppliers file such returns on a timely basis, a two percent discount is permitted under the Motor Fuel Tax Act to reimburse the expenses incurred in keeping records, preparing and filing returns, collecting and remitting the tax and supplying data to the Department upon request. All motor carriers as defined under the Motor Fuel Tax Act are required to file returns quarterly and remit tax owing or receive a refund for prior taxes paid based on the amounts of fuel consumed in the state.

Allocation And Distribution.

On a monthly basis, the State M.F.T. Funds are distributed in accordance with the provisions of the Motor Fuel Tax Act in the manner as depicted on the distribution chart presented on the following page (See page ____ of this Journal).

From the State M.F.T. Funds, collections attributable to the 2.5 cents per gallon diesel fuel tax are transferred to the State Construction Account Fund in the State Treasury. Additionally, the Motor Fuel Tax Act provides that \$420,000 per month is transferred to the State Boating Act Fund and \$1,500,000 per month is deposited in the Grade Crossing Protection Fund. Sufficient State M.F.T. Funds are also reserved to cover administrative costs and refunds of the Department, the Illinois Department of Transportation's supervision costs, transfers to the Vehicle Inspection Fund and amounts ordered to be paid by the Illinois Court of Claims (collectively, "Priority Allocations"). There is no statutory limitation on the amount of Motor Fuel Tax Revenues that may be reserved for these purposes and appropriated by the State.

Of the remaining State M.F.T. Funds, 58.4% is allocated to various funds and accounts for various State purposes and the remaining 41.6% is allocated to local units of government (the "Local Allocation"). The Local Allocation is distributed as follows: (1) 49.10% to the municipalities of the State, (2) 16.74% to the counties of the State having 1,000,000 or more inhabitants, (3) 18.27% to the counties of the State having less than 1,000,000 inhabitants and (4) 15.89% to the road districts of the State.

The Illinois Department of Transportation ("I.D.O.T.") allocates the funds allotted to the several municipalities of the State in proportion to the population of such municipalities as determined by the most recent certified census data as permitted under the Motor Fuel Tax Act.

The City's allocation of State M.F.T. Funds ("Motor Fuel Tax Revenues") are deposited into a special revenue fund. The City has directed that the Motor Fuel Tax Revenues be deposited by the State directly into the Motor Fuel Tax Revenue Fund held by the Trustee. The table on the following page (See page _____ of this Journal) is based on City's cash receipts of Motor Fuel Tax Revenues for the given calendar year. These cash receipts reflect the State's collection of State M.F.T. Funds in the preceding month. Generally, the State's collections of State M.F.T. Funds reflect tax liabilities incurred by motor fuel distributors in the prior month. Any changes in State's motor fuel tax rates is reflected in the City's Motor Fuel Tax Revenues two months following the effective date of such tax rate change.

For the first eleven months of calendar year 1990, the City's receipts of Motor Fuel Tax Revenues were approximately \$56,000,000. The City's receipts of Motor Fuel Tax Revenues for calendar year 1990 are projected to be \$62,000,000. Based on this projection, the amount of Motor Fuel Tax Revenues lawfully available to pay debt service in calendar year 1990 on Bonds would be approximately \$45,000,000. Maximum annual debt service on the Series 1990 Bonds is \$ _____ Million, resulting in a debt service coverage ratio of _____.

Factors Effecting State Motor Fuel Tax Revenues.

Consumption. Factors that reduce fuel consumption include the development of more fuel efficient vehicles, increase in the cost of motor fuel, and decrease in commercial and recreational travel and would negatively affect collections of State M.F.T. Funds and the State's distributions of such State M.F.T. Funds to local governments.

Population. Under the Motor Fuel Tax Act, the allocation of State M.F.T. Funds to the City is based on the ratio of the City's population to the total population of all incorporated municipalities in the State. See "Motor Fuel Tax Revenues -- Allocation and Distribution". The population data for such determination are based on available census information including interim special censuses. No assurance can be given that Motor Fuel Tax Revenues received by the City will not be reduced by relative changes in the populations of all incorporated municipalities in the State.

Legislative Action. No assurance can be given that Motor Fuel Tax Revenues received by the City will not be reduced by any actions of the Illinois General Assembly.

Projects Funded By Bond Proceeds.

Proceeds from the sale of Series 1990 Bonds will be used to finance certain costs of maintaining and improving the City's street system. The City intends to select Projects funded with Series 1990 Bond proceeds in accordance with City procedures for the identification of projects permitted under the Use of Motor Fuel Tax Funds Act. The net proceeds from the Series 1990 Bonds will be deposited into the Series 1990 Bonds Project Account in the Project Fund that the City created under the General Ordinance. The City intends to select Projects funded with monies in the Project Fund in a manner consistent with the City's selection of projects funded with Motor Fuel Tax Revenues.

Use Of Motor Fuel Tax Revenues By The City.

Projects funded with Motor Fuel Tax Revenues fall under two general categories. The first category includes projects partially funded with Motor Fuel Tax Revenues and partially with proceeds of special assessments levied against the beneficiary of the projects. Projects of this type include new construction, new alley construction and sidewalk repair. In most cases, owners of private property abutting the proposed project site petition the City for the improvements.

The second general category of projects are selected solely by the City on the basis of engineering models and determinations by the City of the condition of the public ways to be included as a project. Projects of this type include traffic signal installation, street reconstruction and resurfacing, street lighting and sidewalk and bridge repairs.

Projects funded with Motor Fuel Tax Revenues are recommended by the City's departments responsible for expending Motor Fuel Tax Revenues in annual program recommendations. [The programs are submitted for approval to the City Council of the City.] The approved program recommendations are included as general line items in the City's annual general appropriation ordinance. Individual ordinances for each project included in the broad programs are submitted to the City Council throughout the year. Upon passage of an ordinance by the City Council for a particular project, such project is submitted for approval to I.D.O.T. Simultaneously, expenditure requests allowing the City to use Motor Fuel Tax Revenues on hand to fund the project are also submitted to I.D.O.T. for approval.

The City has informed I.D.O.T. of its intention to issue the Series 1990 Bonds which will be secured by the City's receipt of Motor Fuel Tax Revenues. I.D.O.T. has approved the use of Motor Fuel Tax Revenues for that purpose and has given its approval to the disbursement of Motor Fuel Tax Revenues on a schedule sufficient to pay principal of, Redemption Price, if any, and interest on the Series 1990 Bonds.

Estimated Debt Service Coverage.

[insert to be completed]

The City.

The City was incorporated in 1837. It is a home rule unit of local government under the 1970 Illinois Constitution and as such "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; to license; to tax; and to incur debt". The City is authorized by the Illinois Constitution of 1970 and the laws of the State, and by the Ordinances, to issue the Series 1990 Bonds.

Litigation.

There is no litigation pending in any court or, to the best knowledge of the City, questioning the corporate existence of the City which would restrain or enjoin the issuance or delivery of the Series 1990 Bonds or which concerns the proceedings of the City taken in connection with the Series 1990 Bonds or which contests the powers of the City with respect to the foregoing.

*Requirements Of Florida's Department Of
Banking And Finance.*

Regulations of the Florida Department of Banking and Finance require that offering circulars for state and local government bonds sold in initial offerings to the general public in Florida set forth detailed information about any bonds of the issuer which are in default (whether or not the default relates to the bonds being sold). Information which is believed not to be material may, nevertheless, be deleted if the reason for the deletion is set forth in the offering circular. The City has outstanding \$101 Million in aggregate principal amount of Calumet Skyway Toll Bridge Revenue Bonds (the "Skyway Bonds") which were issued in 1955 and 1957 to finance construction of an elevated tollway linking the City to the Indiana Toll Road. The documents pursuant to which the Skyway Bonds were issued provide that the Skyway Bonds are payable solely from the net revenues of the Skyway. Although Skyway net revenues were insufficient in the past to enable interest on the Skyway Bonds to be paid on a current basis, all past due interest, including penalties, has been paid. The City has been paying interest on a current basis on the Skyway Bonds since July 1, 1989. No scheduled sinking fund redemptions of the Skyway Bonds have been made, and no deposits have been made for such purpose or for the payment of principal of the Skyway Bonds. The Skyway Bonds mature on January 1, 1995. Further details concerning the Skyway Bonds and litigation concerning them is available from the City. However, that detailed information, in the view of the City, is not material to the sale of Series 1990 Bonds because the Series 1990 Bonds are payable from an entirely separate source of revenue than the Skyway Bonds.

In addition, the City has issued industrial development bonds, and multi-family housing revenue bonds for the benefit of private users that are payable primarily or entirely from payments made by such users. The City makes no representations as to whether any such bonds are or are not in default. In the view of the City, disclosure of defaults of industrial development or multi-family housing revenue bonds, if any, would not be appropriate or material to the sale of the Series 1990 Bonds because the Series 1990 Bonds are payable entirely from a separate source of revenues.

Tax Exemption.

In the opinions of Co-Bond Counsel, interest on the Series 1990 Bonds under present law is not included in "gross income" for federal income tax purposes, and thus is exempt from federal income taxes based on gross income. This opinion is subject to compliance by the City with its covenant described below.

Certain requirements must be met in order for the interest on the Series 1990 Bonds to be not included in gross income for federal income tax purposes. These requirements relate to the use and investment of various proceeds and funds of the City in connection with the Series 1990 Bonds and the use of property financed by the Series 1990 Bonds. The City has covenanted to comply with all of these requirements. If the City were to fail to comply with these requirements, interest on the Series 1990 Bonds could become included in gross income for federal income tax purposes retroactively to the date the Series 1990 Bonds are issued.

Co-Bond Counsel are also of the opinion that interest on the Series 1990 Bonds is not an item of tax reference for purposes of computation of the alternative minimum tax for individuals or corporations. Interest on the Series 1990 Bonds is, however, included in "book income" and "earnings and profits" of certain corporations and this may be taken into account in calculation of the alternative minimum tax for those corporations. Interest on the Series 1990 Bonds may also be taken into account in calculating federal income taxes based in whole or in part on "book income" or "earnings and profits" for certain corporations, such as the branch profits tax and the environmental tax.

Ownership of the Series 1990 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain institutions, certain insurance companies, certain S Corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Series 1990 Bonds should consult their tax advisor as to applicability of any of those collateral consequences.

Legal Matters.

Issuance of the Series 1990 Bonds is subject to the delivery of an approving legal opinion by Schiff Hardin & Waite, Bond Counsel, Chicago, Illinois in substantially the form set forth in Appendix B, to be delivered at the time the Series 1990 Bonds are issued. Certain legal matters will be passed upon for the City by its Corporation Counsel. Certain legal matters will be passed

upon the Underwriters by their counsel, Bell, Boyd & Lloyd, Chicago, Illinois.

Financial Advisor.

The City has engaged The Northern Trust Company as financial advisor (the "Financial Advisor") in connection with the authorization, issuance and sale of the Series 1990 Bonds.

Rating.

In connection with the sale of the Series 1990 Bonds, the City has made application to Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Corporation ("S. & P.") for a municipal bond rating. Moody's has assigned a rating of "_____" to the Series 1990 Bonds and S. & P. has assigned a rating of "_____" to the Series 1990 Bonds. An explanation of the significance of such ratings may be obtained from Moody's and S. & P. There can be no assurance that such ratings will continue for any given period of time or that they will not be revised or withdrawn entirely, if, in the sole judgment of Moody's or S. & P. circumstances so warrant. Any downward revision or withdrawal of a rating may have an adverse affect on the trading value and market price of the Series 1990 Bonds.

Underwriting.

The Underwriters set forth on the cover page of this Official Statement (collectively the "Underwriters") have agreed to purchase the Series 1990 Bonds at a price of []% of the principal amount of the Series 1990 Bonds, plus accrued interest to the date of delivery. The Underwriters will receive aggregate compensation of \$ _____. The Underwriters reserve the right to join with dealers and other underwriters in offering the Series 1990 Bonds to the public. The obligation of the Underwriters to accept delivery of the Series 1990 Bonds is subject to various conditions of the Bond Purchase Agreement, but the Underwriters are obligated to purchase all of the Bonds if they purchase any of the Series 1990 Bonds. Bear, Stearns & Co., Inc., has been selected as the representative of the Underwriters.

Authorization.

The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the

provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 1990 Bonds, the security for the payment of the Series 1990 Bonds and the rights and obligations of the registered owners thereof. Copies of such documents are on file at the office of the Comptroller and following delivery of the Series 1990 Bonds will be on file at the office of the Trustee.

City of Chicago

City Comptroller

[State Motor Fuel Tax Collections and allocations attached to this Preliminary Official Statement printed on page 25676 of this Journal.]

Appendices "A" and "B" attached to this Preliminary Official Statement read as follows:

Appendix "A".

*Summary Of Certain Provisions Of The General Ordinance
And The Series 1990 Ordinance.*

The following is a summary of certain provisions of the General Ordinance and the Series 1990 Ordinance. This summary is not a full statement of the terms of the General Ordinance or the Series 1990 Ordinance and accordingly is qualified by reference to the General Ordinance and the Series 1990 Ordinance and is subject to the full text of the General Ordinance and the Series 1990 Ordinance. Capitalized terms not defined in this summary or in the Official Statement have the respective meanings set forth in the General Ordinance.

General Definitions.

The following are definitions of certain terms used in the General Ordinance:

"Account" or "Accounts" shall mean, as the case may be, each or all of the Accounts or sub-accounts established by the General Ordinance or any Series Ordinance, or by any Section or Article of this Ordinance or any Series Ordinance.

"Accountant" shall mean an independent certified public accountant or a firm of independent certified public accountants selected or approved by the City.

"Accountant's Certificate" shall mean an opinion signed by an Accountant.

"Additional Bonds" shall mean any Bonds issued after the time of issuing the initial Series of Bonds.

"Annual Debt Reserve Requirements" shall mean, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period, the amount required during that period to be deposited in the Account of the Debt Service Fund in respect of principal and interest for that Series of Bonds. With respect to Bonds which bear interest of variable rates, the deposits for purposes of this definition shall be calculated in respect of interest as if the Bonds would bear interest at the lower of (i) the maximum rate which Bonds may bear pursuant to law or (ii) the applicable authorizing Series Ordinance, or if there is no such maximum rate, at a rate equal to 20% per year. With respect to Bonds for which there is a purchase, unscheduled mandatory redemption or similar unscheduled requirement which is proved to be paid by use or a Credit Support Instrument, the deposits shall be calculated in respect of principal on the basis of scheduled payments of principal (at maturity or pursuant to Sinking Fund Installments) and not pursuant to the purchase, unscheduled mandatory redemption or similar unscheduled requirements provided so to be paid through the Credit Support Installment.

"Authorized Officer" means (a) the Mayor, the City Treasurer, the City Comptroller or any other official of the City so designated by a certificate signed by the Mayor and filed with the Trustee for so long as such designation shall be in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office.

"Bond" or "Bonds" shall mean any of the City's Motor Fuel Tax Supported Bonds which are issued pursuant to the General Ordinance and a Series Ordinance.

"Bond Registrar" means Continental Bank, National Association, Chicago, Illinois, or any successor to it in that capacity appointed by the City and any co-Bond Registrar separately appointed by the City.

"Bond Year" means a 12-month period commencing on January 1 of each calendar year and ending on December 31 of that calendar year.

"Compound Accreted Value" shall mean, with respect to a Bond issued at an original issue discount in excess of 2%, the principal amount of the Bond at maturity less the unaccrued original issue discount. The amount of the discount shall be accrued on a constant interest rate basis (that is, actuarially on a geometric progression) from the date of issuance of the initially issued Bonds of that Series until the date specified in the applicable Series Ordinance as that date on which those Bonds shall have achieved a compound accreted value equal to their full principal amount (either at the final maturity date of the Bond or earlier, as the case may be).

"Comptroller" means the City Comptroller of the City.

"Cost of Issuance" shall mean all fees and costs incurred by the City relating to the issuance of Bonds including, without limitation, printing costs, administrative costs, Trustee's initial fees and charges, agent's fees, legal fees, ratings costs, accounting fees and financial advisory fees, and the cost of any bond insurance premium to insure any Bonds and any amounts to be paid to obtain a Credit Support Instrument or a Reserve Fund Credit Instrument.

"Counsel's Opinion" shall mean an opinion signed by a lawyer or firm of lawyers not employees of the City.

"Credit Support Instrument" shall mean a letter of credit, line of credit, insurance policy, guaranty, surety bond or other obligation issued by a Qualified Provider which guarantees or otherwise ensures the ability of the City or the Trustee to pay the principal, Redemption Price of or interest on or Purchase Price of, any Bonds or by which the institution shall be obligated to purchase Bonds from the Holders of the Bonds.

"Debt Service Fund" shall mean the Debt Service Fund established in Section 602 of the General Ordinance.

"Debt Service Reserve Fund" shall mean the Debt Service Reserve Fund established by Section 606 of the General Ordinance.

"Events of Default" shall mean the occurrence of an event specified in Sections 1101 and 1102 of the General Ordinance which shall give the Trustee the power to take steps to protect, enhance or enforce rights granted in the General Ordinance, a Series Ordinance or a Bond.

"Fiscal Year" shall mean, except for the first Fiscal Year, the period of twelve calendar months ending with December 31 of any year, or such other period as may be established by the City from time to time. The first Fiscal

Year under the General Ordinance shall begin on the date the first Bonds are issued and end on the next December 31.

"Fund" or "Funds" shall mean, as the case may be, each or all of the Funds established by the General Ordinance.

"Government Obligations" shall mean Investment Obligations which are obligations referred to in clauses (a) and (g) of the definition of Investment Obligations provided that the obligations referred to in clause (g) shall be accompanied by (i) an Accountant's Certificate to the effect that the escrow is sufficient to pay the obligations when due and (ii) an approving Counsel's Opinion of nationally recognized bond counsel delivered at the time of the issuance of the obligations referred to in clause (g).

"Holder" when used with respect to any Bonds shall mean the registered owner of Bonds. "Bondholder" shall mean a Holder of a Bond.

"Investment Obligations" shall mean any of the following obligations which at the time of investment of any amounts in any Fund or Account established pursuant to the General Ordinance are legal investments under the laws of the State of Illinois for that Fund or Account:

(a) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, including obligations described in (b) below to the extent unconditionally guaranteed by the United States of America and also specifically including similar obligations of the Resolution Funding Corporation; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest on any of such obligations) of the character described in this clause (a) as long as the receipt, certificate or other evidence of an ownership interest represents a direct interest in future principal or interest payments on obligations unconditionally guaranteed by the United States of America and such obligations are held by a custodian in safekeeping on behalf of the holders of the receipt, certificate or other evidence of ownership interest in them;

(b) Obligations of the Export-Import Bank of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Finance Bank, the Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration, the Federal Farm Bank and the Federal Home Loan Mortgage Association, including obligations of any other agency or corporation which has been or may be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America which obligations of such agency or corporation have been approved by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds; or any other

receipt, certificate or other evidence of an ownership interest in obligations or in specified portions of any such obligations (which may consist of specified portions of the interest on any such obligations) of the character described in this clause (b), which receipt, certificate or other evidence of an ownership interest shall be first approved by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds for inclusion in obligations of the types described in this clause (b);

(c) Direct and general obligations of the State of Illinois;

(d) Direct and general obligations of any state, other than Illinois, which obligations are rated in either of the two highest rating categories by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other than a Rating Agency if a Rating Agency at the time does not maintain a rating of any Bonds;

(e) Repurchase agreements for obligations described in clauses (a) and (b) of this definition, provided that the entity which agrees to repurchase such obligations from the City must be a Qualified Financial Institution or a government bond dealer reporting to, trading with and recognized as a primary dealer by a Federal Reserve Bank, in any case with capital and surplus aggregating at least \$50,000,000, and provided that the agreement provides for the City to be secured by such obligations (by delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by a Counsel's Opinion, shall have the effect of securing the Trustee to the same effect as if it or its agent in that capacity were the holder of the underlying obligations) with a market value at least equal to the repurchase amount;

(f) Negotiable or non-negotiable time deposits evidenced by certificates of deposit, or investment agreements, or similar banking arrangements, issued or made by banks, savings and loan associations, trust companies or national banking associations (which may include the Trustee) which are members of the Federal Deposit Insurance Corporation or any successor agency to the Federal Deposit Insurance Corporation, provided that such time deposits, investment agreements or similar banking arrangements in any such bank, savings and loan association, trust company or national banking association either (i) are continuously secured by obligations described in subparagraphs (a), (b), (c) or (d) of this definition (by physical delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by a Counsel's Opinion, shall have the effect of securing the Trustee to the same effect as if it or its agent were in that capacity the physical holder of the underlying obligations), and provided that such obligations at all times have a market value at least equal to the maturity value of the deposits so secured, including accrued interest, (ii) are continuously and fully insured by the Federal Deposit Insurance Corporation or (iii) are rated in the highest rating category by (x) the Rating Agency, if any, which at the time maintains a rating on

such deposits, investment agreements or similar banking arrangement or (y) any nationally recognized rating agency other than a Rating Agency if a Rating Agency does not maintain a rating of such deposits, investment agreements or similar banking arrangements;

(g) (i) Obligations of States or political subdivisions of States (within the meaning of the Internal Revenue Code of 1986, as amended) which are fully secured and defeased as to principal and interest by an irrevocable escrow of direct obligations of the United States of America and rated in the highest rating category by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds and (ii) any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in subclause (i) of this clause (g), which receipt, certificate or other evidence of an ownership interest shall be first approved by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds for inclusion in obligations of the types described in this clause (g);

(h) Investment agreements with Qualified Financial Institutions;

(i) Obligations of the International Bank for Reconstruction and Development (the World Bank);

(j) Corporate securities, including commercial paper and fixed income obligations, which are rated in the highest rating category by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other than a Rating Agency if a Rating Agency at the time does not maintain a rating of any of the Bonds; and

(k) Any other investment permitted by Illinois law rated investment grade by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other than a Rating Agency if a Rating Agency at the time does not maintain a rating of any Bonds; provided that no investment of funds in the Debt Service Fund shall be made pursuant to the fifth paragraph of Ill. Rev. Stat., Ch. 85, Par. 902, as in effect on the date of the General Ordinance.

"Moody's" shall mean Moody's Investors Service, Inc., its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency, shall refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Motor Fuel Tax Revenues" shall mean the amounts paid to or on behalf of the City from the Motor Fuel Tax Fund in the Treasury of the State of Illinois pursuant to Section 424 of the Motor Fuel Tax Act.

"Motor Fuel Tax Revenues Fund" shall mean the Motor Fuel Tax Revenues Fund established in Section 601 of the General Ordinance.

"Municipal Indebtedness" shall mean Municipal Indebtedness incurred in connection with the completion of any improvement authorized by Division 2 of Article 7 of the Use of Motor Fuel Tax Funds Act, as such Division or Act may be amended or supplemented.

"Ordinance" shall mean the General Ordinance.

"Outstanding" shall mean, when used with reference to Bonds, all such Bonds which have been issued except (a) Bonds which have been paid or redeemed in full both as to principal and interest or (b) Bonds the payment or redemption of which has been made pursuant to Article XII of the General Ordinance.

"Project Fund" shall mean the Project Fund established in Section 501 of the General Ordinance.

"Purchase Price" shall mean the price at which a Holder of a Bond shall have the right pursuant to a Series Ordinance to have the Bond purchased from the Holder by the City or the Trustee.

"Project Purposes" shall mean any or all of the purposes as provided in the Use of Motor Fuel Tax Funds Act.

"Qualified Financial Institution" shall mean a bank, trust company, national banking association, insurance company or other financial services company whose long-term debt obligations or whose claims paying abilities are rated in any of the three highest rating categories (without reference to subcategories) by at least one nationally recognized rating agency. For purposes of this definition, the term "financial services company" shall include any investment banking firm or any affiliate or division of an investment banking firm which may be legally authorized to enter into the transactions described in the General Ordinance pertaining, applicable or limited to a Qualified Financial Institution.

"Qualified Provider" shall mean a bank (including without limitation, a national banking association or a foreign bank authorized to do business in the United States), insurance company or other institution, which bank, company or institution provides letters of credit, lines of credit, insurance policies, guaranties, surety bonds or other similar obligations for municipal bonds, which obligation of the institution is rated in one of the top three full rating categories by Moody's and Standard & Poor's.

"Rating Agency" means Moody's or Standard & Poor's. "Rating Agency" also shall mean any nationally recognized securities rating organization other than Moody's or Standard & Poor's designated by the City by notice to the Trustee.

"Rebate Account" or "Rebate Accounts" shall mean the account or accounts of that name with respect to various Series of Bonds established in Section 603 of the General Ordinance.

"Redemption Price" shall mean, with respect to any Bond (or portion of any Bond) the price on any redemption date, exclusive of accrued and unpaid interest, at which the Bond (or portion of it) may or must be redeemed pursuant to the General Ordinance and the Series Ordinance to which the Bond was issued.

"Reserve Fund Credit Instrument" shall mean a non-cancelable insurance policy, a non-cancelable surety bond or an irrevocable letter of credit which may be delivered to the Trustee in lieu of or in partial substitution for cash or securities required to be on deposit in the Debt Service Reserve Fund. In the case of an insurance policy or surety bond, the company providing the policy or bond shall be an insurer which, at the time of the issuance of the policy or bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by two Rating Agencies. In the case of a letter of credit, it shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of the issuance of the letter of credit, a credit rating on its long-term deposits within one of the two highest rating categories from two Rating Agencies. The insurance policy, surety bond or letter of credit shall grant to the Trustee the right to receive payment for the purposes for which the Debt Service Reserve Fund may be used and shall be irrevocable during its term.

"Reserve Fund Credit Instrument Amount" shall mean, with respect to any Reserve Fund Credit Instrument, at any date of determination, the amount available to pay principal, Redemption or Purchase Prices of and interest on the Bonds secured by such Reserve Fund Credit Instrument.

"Reserve Requirement" with respect to each Account in the Debt Service Reserve Fund shall mean as of any date of calculation, the lesser of (i) 10% of the original principal amount of the Series of Bonds (less any original issue discount) secured by such Account; (ii) the maximum amount of the Annual Debt Service Requirements for the Outstanding Bonds secured by such Account for that or any future Bond Year; or (iii) 125% of average annual debt service for that Series of Bonds. For purposes of determining the Reserve Requirement, the assumed interest rate on each Series of variable rate debt shall be the interest rate used in the sizing of such Reserve Account on the date of issuance of each such Series of variable rate debt.

"S. & P." shall mean Standard & Poor's Corporation, its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency, shall refer to any other nationally recognized securities rating organization designated by the City by notice to the Trustee.

"Serial Bonds" shall mean Bonds which mature in annual or semiannual installments of principal (which need not be equal) and not pursuant to Sinking Fund Installments.

"Series" shall mean a series of Bonds authorized by a Series Ordinance.

"Series Ordinance" shall mean an ordinance of the City authorizing the issuance of a Series of Bonds in accordance with the terms and provisions of the General Ordinance.

"Series 1990 Ordinance" shall mean the Series Ordinance duly adopted by the City for the issuance of its \$_____ Motor Fuel Tax Revenue Bonds, Series 1990 (the "Series 1990 Bonds").

"Sinking Fund Installments" shall mean, with respect to any date, the principal amount of Term Bonds of any Series which are required to be redeemed by the City on that date pursuant to and in the amounts provided by the Series Ordinance for that Series, or which are required to be paid at maturity and not required previously to be redeemed.

"Supplemental Ordinance" shall mean an ordinance supplemented to the General Ordinance adopted by the City Council in accordance with Article X of the General Ordinance.

"Term Bonds" shall mean Bonds payable pursuant to Sinking Fund Installments.

"Treasurer" means the City Treasurer of the City.

"Trustee" means Continental Bank, National Association, Chicago, Illinois, or its successor as trustee.

Ordinances Constitute Contract.

In consideration of the purchase and acceptance of Bonds by their Holders from time to time, the provisions of the General Ordinance and any Supplemental Ordinance shall be a part of the contract of the City with the Holders of the Bonds and shall be deemed to constitute a contract among the City, the Trustee and the Holders from time to time of the Bonds.

Custody And Application Of Bond Proceeds.

The General Ordinance Authorizes The Issuance Of The Bonds Of The City.

Project Fund. The General Ordinance establishes a Project Fund as a separate and distinct fund to be used as provided in the General Ordinance and in any Series Ordinances authorizing the issuance of Bonds. All proceeds of any Series of Bonds which are designated by the Series Ordinance authorizing the issuance of that Series of Bonds to be used for Project Purposes may be deposited in the Project Fund. The City may, in the Series Ordinance authorizing any such Series of Bonds, provide for the creation of separate and distinct Accounts within the Project Fund, to be used as provided in the Series Ordinance. In the Series Ordinance, the City has authorized the creation of the Series 1990 Bonds Project Account to be held by the City and used for the purposes of paying costs of the Project Purposes and the costs of issuance of the Series 1990 Bonds. All moneys deposited in the Project Fund may be held by the City or the Trustee as shall be directed by the Series Ordinance and shall be disbursed as provided in the applicable Series Ordinance. All interest and other investment income earned on the Project Fund shall be deposited in the Project Fund (to the credit of the Accounts within the Project Fund, if any, on the basis of their contribution to the cost of the relevant investment).

Additional Funds. The City may, in the Series Ordinance authorizing the issuance of any Series of Bonds, establish additional funds to be held, invested and disbursed by the Trustee as provided in the Series Ordinance.

Nature And Source Of Payment Of Bonds.

The Bonds shall be limited obligations of the City with a claim for payment solely from Motor Fuel Tax Revenues which may lawfully be used for the purpose of payment of Municipal Indebtedness or from certain other moneys and securities held by the Trustee under this Ordinance. Neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal, Redemption or Purchase Prices of, or interest on the Bonds.

Pledge Effected By The General Ordinance.

For the benefit of the Holders from time to time of the Bonds, the City pledges, assigns and grants to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues which may lawfully be used for the

purpose of payment of Municipal Indebtedness and certain other moneys and securities held by the Trustee under the General Ordinance for payment in full of the principal, Redemption and Purchase Prices of, and interest on Bonds, as such amounts become due and payable, subject only to the provisions of the General Ordinance. The pledge, assignment, lien and security interest with respect to any Bond shall be valid and binding from the time that the Bond is issued, without any physical delivery or further act, and shall be valid and binding as against and prior to the claims of all other parties having claims of any kind against the City, irrespective of whether such other parties have notice of such pledge, lien and security interest.

This pledge and grant of lien and security interest is subject to the right of the City to apply any amounts not required to be deposited in the Debt Service Fund, or which are paid to the City or at the City's direction pursuant to the General Ordinance, for its other lawful purposes.

Establishment Of Motor Fuel Tax Revenues Fund.

The General Ordinance creates a Motor Fuel Tax Revenues Fund to be maintained by the Trustee. The General Ordinance requires the City to pay to the Trustee for deposit in the Motor Fuel Tax Revenues Fund all Motor Fuel Tax Revenues received by the City. Upon receipt of any amounts paid or deposited in the Debt Service Fund, the Trustee will determine the percentage of such amount which lawfully may not be used for payment of Municipal Indebtedness. This determination will be made on the basis of the most recent certificate identifying that percentage delivered by the City to the Trustee as required by the General Ordinance. The Trustee shall pay to the City an amount of Motor Fuel Tax Revenues equal to the percentage which lawfully may not be used for the purpose of payment of Municipal Indebtedness, and shall deposit the remaining amount of Motor Fuel Tax Revenues to the Debt Service Fund to be applied in accordance with the provisions of General Ordinance.

Establishment Of Debt Service Fund.

The General Ordinance establishes the Debt Service Fund as a separate and distinct fund, to be maintained by the Trustee in trust for the Holders from time to time of the Bonds, and shall be invested and used, all as provided by the General Ordinance. This trust shall be irrevocable so long as any of the Bonds are outstanding. All receipts of Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness shall be deposited by the Trustee from the Motor Fuel Tax Revenues Fund into the Debt Service Fund.

Establishment Of Accounts In Debt Service Fund.

The General Ordinance provides that the City shall, in each Series Ordinance, provide for the establishment of separate Accounts within the Debt Service Fund relating to particular Series of Bonds. The creation of separate Accounts in the Debt Service Fund shall not create any preference of one Series of Bonds over another Series, except that amounts deposited in one Account secured and shall be used for only the Bonds with respect to which the Account is established. The deposits to be made to the various Accounts shall be made each month proportionately on the basis of the amounts required to be deposited in each Account. Investments of those Accounts may be commingled.

In each Series Ordinance establishing an Account in the Debt Service Fund, the City shall provide a monthly deposit requirement with respect to such Account (other than the Rebate Account). The monthly deposit requirement may be expressed in absolute dollar terms or as a formula, but shall provide for the deposit of amounts sufficient to pay the principal, Redemption and Purchase Prices of, and interest on the Bonds of the relevant Series as those amounts come due. With respect to Bonds for which a purchase, mandatory redemption or other requirement is provided to be paid through a Credit Support Instrument, the Series Ordinance need not set forth specific deposit requirements in respect of those amounts, but the City shall make, in any event, deposits in the Debt Service Fund sufficient to meet all obligations of the City with respect to those requirements. In such case, deposits in respect of principal shall be based on scheduled principal payments at maturity or pursuant to Sinking Fund Installments and not based on purchase, redemption or similar requirements provided to be paid through the Credit Support Instrument.

The monthly deposit requirements with respect to each Series of Bonds shall not be less than the following amounts:

- (a) The amount in respect of interest shall not be less than the product of the interest coming due on the next interest payment date on that Series and a fraction, the numerator of which is one and the denominator of which is the number of months less one from the preceding interest payment date on that Series to the next interest payment date, provided, however, that the denominator shall not be less than one, or, in respect of interest on the first interest payment date, from the date of delivery of the Series to that next interest payment date, until the full amount of that interest on the next interest payment date is on deposit. The deposit requirements in respect of interest may be reduced (including to zero) to the extent that amounts specified in a Series Ordinance are deposited in the Debt Service Fund to the credit of the Account in that Fund. With respect to Bonds which will bear interest at variable rates, the monthly deposit requirements in respect

of interest shall be calculated as provided in the Series Ordinance for such Bonds.

(b) The amount in respect of principal, except for the first principal payment date for a Series, shall not be less than the product of the principal coming due (whether at maturity or pursuant to Sinking Fund Installments) on the next such principal payment date and a fraction, the numerator of which is one and the denominator of which is the number of months less one from the preceding principal payment date to the next principal payment date, provided, however, that the denominator shall not be less than one, until the full amount of that principal on the next principal payment date is on deposit. The amount in respect of principal on the first principal payment date shall be the amounts specified in the Series Ordinance for that Series, which shall be sufficient so that the full amount of that principal shall have been provided to have been deposited (based on dates for deposit of Motor Fuel Tax Revenues as anticipated by the City) not less than 20 days prior to that principal payment date.

The Series 1990 Ordinance establishes a monthly deposit requirement for the Series 1990 Bonds in the Series 1990 Bonds Account of the Debt Service Fund. For each month prior to July 1, 1991, the monthly deposit requirement for interest is not less than the product of the interest coming due on the next interest payment date on the Series 1990 Bonds and a fraction, the numerator of which is one and the denominator of which is the number of months less one from the date of delivery of the Series 1990 Bonds to the July 1, 1991 interest payment date, until the full amount of the interest payment is on deposit. Thereafter, the monthly deposit requirement for interest is not less than one-fifth of the interest coming due on the next interest payment date until the amount of that interest payment requirement is on deposit. For each month prior to January 1, 199__, the monthly deposit requirement for principal is not less than an amount equal to the amount of principal coming due on January 1, 199__, multiplied by a fraction, the numerator of which shall be one and the denominator of which shall equal the number of full calendar months between the date of delivery of the Series 1990 Bonds and January 1, 199__ minus one, until the full amount of the principal payment is on deposit. Thereafter, the monthly deposit requirement for principal is not less than one-eleventh of the principal coming due on the next maturity or mandatory redemption date until the amount of that principal payment requirement is on deposit.

There shall be deposited in the Debt Service Fund to the credit of the Rebate Accounts, after there are no deficiencies in any of the other Accounts in the Debt Service Fund or the Debt Service Reserve Fund, the amounts as shall be required to be held available for rebate to the United States of America with respect to each Series of Bonds. The amount so to held available shall be determined from time to time by the City pursuant to the Series 1990 Ordinances, as certified by an Authorized Officer to the Trustee.

In any period in which there is any deficiency in any Account in the Debt Service Fund, the amount of the deficiency shall be added to and be a part of the monthly deposit requirement for such Account for that and all succeeding periods until there no longer remains any such deficiency.

In any month after all of the required deposits and credits to all Accounts in the Debt Service Fund have been made (other than Rebate Accounts) and there is no deficiency in any of the Accounts (other than Rebate Accounts), the Trustee shall pay from the Debt Service Fund proportionately to the Accounts in the Debt Service Reserve Fund any remaining amounts in the Debt Service Fund until the value of each Account in the Debt Service Reserve Fund shall equal the Reserve Requirement for such Account, and then shall credit to the Rebate Accounts proportionately until there are no deficiencies in any such Accounts, and then shall pay any remaining amounts in the Debt Service Fund to the City, or upon the City's direction.

*Use And Withdrawal Of Money From The Accounts
In The Debt Service Fund.*

From the amounts deposited in or credited to the Accounts in the Debt Service Fund, the Trustee shall pay first out of the Account (other than the Rebate Account) and then out of the Rebate Account, in each case pertaining to each Series of Bonds, to the Paying Agents for that Series of Bonds, on the business day preceding each interest payment date or principal payment date (whether at maturity or pursuant to Sinking Fund Installments), or mandatory redemption date or date of required purchase not being made through a Credit Support Instrument an amount equal to the principal, Redemption Price, Purchase Price and interest on the Series of Bonds coming due on the following business day. In lieu of making such payments to a Paying Agent, the Trustee at the direction of the Comptroller or other Authorized Officer, and with the approval of the Paying Agent, may on that prior business day deposit Investment Obligations maturing on the day of payment sufficient for that payment.

The Trustee shall use, upon the written direction of the Comptroller or other Authorized Officer of the City, amounts in any Account, other than a Rebate Account, to purchase Bonds of the Series to which such Account pertains at a price not in excess of the principal amount (or Compound Accreted Value with respect to Bonds sold at a discount in excess of 2%) plus accrued interest to the date of purchase; provided, however, that amounts in an Account may be so used only if after any purchase there shall remain on deposit in such Account an amount equal to the amount which would have been required to have been deposited had the purchased Bonds never been outstanding. The principal amount of the Bonds so purchased shall be applied against the Sinking Fund Installments for the Series of Bonds

purchased as provided in the Series Ordinance authorizing the issuance of that Series.

Amounts in Rebate Accounts shall be used at the direction of an Authorized Officer to make rebate payments to the United States of America. Amounts in a Rebate Account in excess of the amount which is needed for making rebates shall be used first to make up any deficiencies in the Debt Service Fund and the Debt Service Reserve Fund and then shall be paid to the City.

Debt Service Reserve Fund.

The General Ordinance establishes the Debt Service Reserve Fund, to be maintained by the Trustee. The City may, in any Series Ordinance, provide for the establishment of separate Accounts within the Debt Service Reserve Fund relating to particular Series of Bonds. There is established in the Series Ordinance a separate account in the Debt Service Reserve Fund with respect to the Series 1990 Bonds. The creation of separate Accounts in the Debt Service Reserve Fund for particular Series of Bonds shall not create any preference of one Series of Bonds over any other Series, except that amounts required to be deposited in any Account of the Debt Service Reserve Fund shall secure and shall be used only for the Bonds with respect to which the Account is established. Transfers or deposits to be made to the various Accounts shall be made proportionately on the basis of the amount of the deficiency in each Account prior to any such transfer or deposit. The investments and deposits of any of the various Accounts in the Debt Service Reserve Fund may be commingled with any other of those Accounts.

In connection with the issuance of any Bonds, the General Ordinance requires an amount, if any, to be deposited in the respective Debt Service Reserve Fund Account so that the value of the Debt Service Reserve Fund Account at least equals the Reserve Requirement on all Bonds outstanding immediately after the delivery of such Series of Bonds and secured by such Account. Each month, the Trustee is required to pay to and deposit in each Debt Service Reserve Fund Account, if the amount on deposit is less than the Reserve Requirement for such Account, all amounts in the Debt Service Fund in excess of the amounts required to be on deposit in the Debt Service Fund.

On January 1 of each year beginning in 1992, and also on each date that any Reserve Fund Credit Instrument is deposited with the Trustee or as soon after those dates as feasible, the Trustee shall pay to and deposit in the Debt Service Fund proportionately to the credit of the various Accounts with respect to the various Series of Bonds all amounts in any Debt Service Reserve Fund Account to the extent the value of the Debt Service Reserve Fund Account is in excess of the Reserve Requirement for such Account. In addition, on each date that any refunding Bonds are issued under the

General Ordinance, the Trustee shall pay at the direction of the City all amounts in the Debt Service Reserve Fund Account with respect to the refunded Series of Bonds to the extent that the value of that Debt Service Reserve Fund Account is in excess of the Reserve Requirement for such Account.

Whenever the Trustee determines that the total amount in the Debt Service Reserve Fund, together with all amounts in the Debt Service Fund (other than in Rebate Accounts), will be sufficient to pay or to redeem or to provide for the payment or redemption of all the Outstanding Bonds, the Trustee shall pay to and deposit in the Debt Service Fund to the credit of the various accounts with respect to the various Series of Bonds (other than the Rebate Accounts) such remaining amounts in the Debt Service Reserve Fund.

All or any part of the Reserve Requirement may be met by deposit with the Trustee of a Reserve Fund Credit Instrument. A Reserve Fund Credit Instrument shall, for purposes of determining the value of a Debt Service Reserve Fund Account, be valued at the Reserve Fund Credit Instrument Amount for that Reserve Fund Credit Instrument, except as provided in the next two sentences. If a Reserve Fund Credit Instrument is to terminate (or is subject to termination) prior to the last principal payment date of any Outstanding Bonds secured by the Debt Service Reserve Fund Account, then the Reserve Fund Credit Instrument Amount of that Instrument shall be reduced by the amount provided in the next sentence. The amount of the reduction shall be the amount, if any, by which the value of the Debt Service Reserve Fund Account, not counting the Reserve Fund Credit Instrument Amount of that Instrument, is less than the Reserve Requirement for such Account after the first date that the Reserve Fund Credit Instrument is so to terminate (or is subject to termination); provided, however, if the Series Ordinance with respect to such Bonds requires deposits to be made in the Debt Service Reserve Fund Account equal in each year starting not less than three (3) years prior to the termination date of not less than one-third the original Reserve Fund Credit Instrument Amount of the Instrument, until such deposits shall equal the amount of that original Amount, then the reduction shall be only by that amount from time to time that deposits have not so been required to have been made in the Debt Service Reserve Fund Account; and provided further, if by the terms of the Reserve Fund Credit Instrument and the terms of the related Series Ordinance, the Trustee has the right and duty to draw upon the Reserve Fund Credit Instrument prior to its termination for deposit in the Debt Service Reserve Fund Account all or part of its Amount then the reduction shall be only by that amount as the Trustee shall not have the right and duty so to draw.

Security For Deposits And Investment Of Funds.

The General Ordinance provides that all moneys held under the General Ordinance by the Trustee shall be continuously and fully secured for the benefit of the City and the Holders of the Bonds, as their respective interests may appear, by Investment Obligations of a market value at least equal at all times to the amount of the deposit so held by the Trustee. However, it shall not be necessary for the Trustee to give security for such amount of moneys as is insured by federal deposit insurance, for the Trustee to give security for any moneys which shall be represented by Investment Obligations, or for any Paying Agent to give security for the deposit of any moneys held by it in trust for the Holders of Bonds.

The General Ordinance provides that, upon direction of an Authorized Officer, moneys in the Funds and Accounts established by the General Ordinance shall be invested by the Trustee in Investment Obligations so that the maturity date 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 moneys in the Funds and Accounts will be required for the purposes provided in the General Ordinance, provided that such maturity date or redemption date shall be on or prior to the times at which such money will be so required.

Moneys in the Debt Service Reserve Fund shall be invested by the Trustee, upon direction of an Authorized Officer, in Investment Obligations the maximum maturity of which shall not be more than ten (10) years from the date of such investment; provided, however, that at least 25% of the moneys in each Account of the Debt Service Reserve Fund shall from time to time be invested in Investment Obligations the average maturity of which shall not be more than two (2) years from the date of any investment. A Reserve Fund Credit Instrument shall be treated as an investment in an Investment Obligation of a maturity equal to the number of days of advance notice which must be given in order to obtain payments on it.

All interest and other investment earnings on amounts in the Debt Service Fund or any Account in it or in the Debt Service Reserve Fund or any Accounts in it shall be deposited in the Debt Service Fund to the credit of the Account in which it was earned and used in the same manner as other amounts in that Fund and that Account.

In computing the value of any Fund or Account held by the Trustee under the provisions of the General Ordinance, obligations purchased as an investment of moneys in such Fund or Account shall be valued at the cost or market price of such obligations, whichever is lower, exclusive of accrued interest, except that with respect to the Debt Service Reserve Fund, obligations shall be valued at par, or if purchased at less than par, at their cost to the City.

No Inconsistent Security Interests.

The City covenants that it will not secure any obligation other than Bonds with a pledge of, nor shall it create or suffer to exist a lien on or security interest in, nor shall it assign, any Motor Fuel Tax Revenues in such a way that the claims for those other obligations on the Motor Fuel Tax Revenues will be senior to or on a parity with the claims of the Holders of the Bonds, but only in such a manner as would cause such claims for such other obligations to be junior and subordinate to the claims of the Holders of Bonds to such amounts.

Additional Bonds.

1. Under the provisions of the General Ordinance the City covenants with the Holders from time to time of all Bonds that it will not issue any Additional Bonds except as described below.

2. The City may issue at any time Additional Bonds for any lawful purpose allowed by the use of Motor Fuel Tax Funds Act if there is no default in payment of Bonds or in making all required deposits to the Debt Service Fund, if upon the issuance of the Additional Bonds, the value of each Account in the Debt Service Reserve Fund is not less than the Reserve Requirement for such Account and if the "revenues test" is met.

The "revenues test" is met if at the date the contract is made to sell the Additional Bonds, the total amount of the City's Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness shall equal or exceed 2.0 times the maximum Annual Debt Service Requirements for all Bonds to be Outstanding following the issuance of the Additional Bonds.

For purposes of the "revenues test", Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness shall be equal to the amount of such Revenues received by the Trustee and transferred from the Motor Fuel Tax Revenues Fund into the Debt Service Fund pursuant to the General Obligation in the immediately preceding twelve (12) months for which information is available. The amount of such Revenues shall be certified by the Comptroller.

3. Notwithstanding paragraphs (1) and (2) above, the City may issue Additional Bonds to pay, redeem, purchase or refund Bonds if there will be in the judgment of the City no money available to make payments of interest on or principal of those Bonds (at maturity or on Sinking Fund Installment dates or pursuant to other mandatory redemption or purchase obligations) as such amounts come due.

4. In addition to Additional Bonds that may be issued pursuant to paragraphs (2) and (3) above, the City may issue Additional Bonds to pay, purchase, redeem or refund any Bonds if the total amount of the required deposits in the Debt Service Fund with respect to all Bonds after the issuance of the Additional Bonds will not be in excess of the required deposits in the Fund for all Bonds Outstanding prior to the issuance of those Additional Bonds in each Fiscal Year in which any of those Bonds Outstanding prior to the issuance are to remain Outstanding.

*Certification By City Of Percentage Of Motor Fuel
Tax Revenues Lawfully Available For
Debt Service.*

The City covenants in the General Ordinance that it shall make an annual certification for each Fiscal Year in which Bonds are Outstanding, and will file the same with the Trustee. The certificate shall certify the percentage, if any, of Motor Fuel Tax Revenues received by the City in each Fiscal Year which may not be lawfully used for the purpose of payment of Municipal Indebtedness. The annual certificate shall be made and filed for each Fiscal Year not later than thirty (30) days before the beginning of such Fiscal Year. Furthermore, the City will make and file a supplemental certificate not later than 30 days subsequent to any event, including the adoption of amendatory legislation, which revises the percentage of Motor Fuel Tax Revenues which may not be lawfully used for the purpose of payment of Municipal Indebtedness.

*Series 1990 Ordinance Constitutes A Continuing
Appropriation.*

The Series 1990 Ordinance provides that it shall constitute an irrevocable and continuing appropriation by the City of all Motor Fuel Tax Revenues to be applied, as provided in the General Ordinance and the Series 1990 Ordinance, for the payment of principal and Redemption Price of, and interest on, the Series 1990 Bonds.

Additional Covenants.

Under the provisions of the General Ordinance, the City covenants with the Trustee and the Holders from time to time of all Bonds, that it will comply with, observe and perform the following additional covenants:

1. The City will take all necessary steps to obtain from the Treasurer of the State of Illinois in a timely fashion all amounts of Motor Fuel Tax Revenues which it is entitled to receive under the Motor Fuel Tax Act.

2. The City will not secure any obligation other than the Bonds with a pledge of, nor shall it create or suffer to exist a lien or security interest in, nor shall it assign, any Motor Fuel Tax Revenues in such a way that the claims for those obligations on the Motor Fuel Tax Revenues will be senior to or on a parity with the claims of the Holders of the Bonds. Neither that covenant nor any other provision of the General Ordinance shall prohibit the City from issuing debt subordinate to the bonds secured by Motor Fuel Tax Revenues.

3. The City will expend Motor Fuel Tax Revenues solely as authorized by the General Ordinance and the Use of Motor Fuel Tax Funds Act (or such other law relating to the expenditure of Motor Fuel Tax Revenues as may be in effect from time to time).

Remedies Of Holders.

Proceedings Brought by Trustee. The General Ordinance provides that if default shall be made by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in the General Ordinance, any Series Ordinance or in the Bonds; the Trustee, by its agents and attorneys, may proceed, and upon written request of the Holders of not less than 51% in principal amount of the Bonds Outstanding shall proceed, to protect and enforce its rights and the rights of the Holders of those Bonds under the General Ordinance by a suit or suits in equity or at law, whether for the specific performance of any covenant contained in the General Ordinance, or in aid of the execution of any power granted in the General Ordinance or any Series Ordinance or any remedy granted under the Act or for a writ of mandamus, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any to its duties under the General Ordinance.

The Holders of a majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed would involve

the Trustee in personal liability or be unjustly prejudicial to the Holders not parties to such direction.

Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under the General Ordinance or any Series Ordinance, the Trustee shall be entitled to exercise any and all powers conferred in the General Ordinance and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of a majority in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation to institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under the General Ordinance or any Series Ordinance by any acts which may be unlawful or in violation of the General Ordinance or any Series Ordinance, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interest and the interests of the Holders of the Bonds, including, without limitation, steps with regard to any Credit Support Instrument.

For purposes of these paragraphs describing remedies, the principal amount of any Bonds issued at an original issue discount of more than 2% of its face amount shall be its Compound Accreted Value.

Modification Of General Ordinance.

The General Ordinance includes provisions by which the City may, by Supplemental Ordinance, modify the General Ordinance or any Series Ordinance without the consent of the Holders of Bonds, in order to further secure or provide for payment of Bonds, to impose further limitations upon issuance of Bonds and incurring of obligations by the City, to surrender rights of the City under the General Ordinance, to confirm as further assurance any covenant, pledge, assignment, lien, or security interest in the General Ordinance, to take any further action necessary or desirable for collection and application of moneys sufficient to pay the Bonds when due and, with the consent of the Trustee, to correct ambiguities, defects or inconsistent provisions.

Other than these modifications, the General Ordinance may not be amended except with the consent of the Holders of 66-2/3% in principal amount of all the Bonds then Outstanding (other than Bonds of a Series which is unaffected by such modification or amendment) by written instrument. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal of, Redemption or Purchase Price, if any, or

interest on any Bond at the time and place and at the rate and in the currency provided in such Bond without the express consent of the Holder of such Bond, nor permit the preference or priority of any Bond over any other Bond, nor reduce the percentages of Bonds and Notes required for the written consent to an amendment or modification, nor modify any of the rights or obligations of the Trustee or any Paying Agent at the time acting pursuant to the General Ordinance, without the written consent of such agent. For purposes of this paragraph, the principal amount of any Bond issued at an original issue discount more than 2% of its face amount shall be its Compound Accreted Value.

*Maintenance Of Bond Insurance, Credit Support Instruments
And Reserve Fund Credit Instruments.*

The City shall enforce or cause to be enforced, as provided under the General Ordinance, the provisions of each policy of bond insurance insuring the payment of principal of and interest on the City obligation, each Credit Support Instrument and each Reserve Fund Credit Instrument. The City shall, as provided under the General Ordinance, duly perform its covenants and agreements pertaining to such policies or Instruments so that they shall remain in full force and effect during its term or as provided in a Series Ordinance. The City shall not consent, agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with such bond insurance policy, Credit Support Instrument or Reserve Fund Credit Instrument which would in any manner materially impair or materially adversely affect the rights of the City or the Trustee under such bond insurance policies, Credit Support Instrument or Reserve Fund Credit Instrument or the rights or security of the Holders of the Bonds.

Defeasance.

If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Bonds then Outstanding, the principal and interest and Redemption Price, if any, to become due on the Bonds, at the times and in the manner stipulated in the Bonds, the General Ordinance and the Series Ordinance, then and in that event the covenants, agreements and other obligations of the City to the Holders of the Bonds, shall be charged and satisfied.

Bonds for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee or any Paying Agents (through deposit by the City of funds for such payment or redemption or otherwise), whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning and with the effect expressed in the preceding paragraph. All Outstanding Bonds of any

Series shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning and with the effect expressed in the paragraph above if there shall have been deposited with such Trustee or Paying Agents either moneys in an amount which shall be sufficient, or Government Obligations the principal of and interest on which when due will provide moneys which, when added to the moneys, if any, deposited with such Trustee or Paying Agents at the same time, shall be sufficient (as evidenced by an Accountant's Certificate) to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on those Bonds on and prior to the Redemption Date or maturity date (or Sinking Fund Installment dates for Term Bonds) thereof, as the case may be, and in case any of the Bonds are to be redeemed on any date prior to their maturity, the City shall have given the Trustee irrevocable instructions to publish notice of redemption of such Bonds as provided in the General Ordinance. Neither Government Obligations nor moneys deposited with the Trustee as described in these paragraphs concerning defeasance nor principal or interest payments of any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on those Bonds. With respect to Bonds for which there are purchase or similar obligations of the City or redemption provisions other than pursuant to Sinking Fund Installments or to the option of the City, the Series Ordinance shall prescribe the extent to which and the manner in which this paragraph shall be applicable to those obligations.

Appendix "B".

Form Of Approving Opinion Of Co-Bond Counsel.

December ____, 1990.

City of Chicago
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Bear, Stearns & Co., Inc.
Donaldson, Lufkin & Jenrette
Reinos & Co., Incorporated
Grigsby Brandford Powell, Inc.

We have examined a certified copy of the record of proceedings of the City of Chicago, Illinois (the "City"), together with various accompanying certificates, pertaining to the issuance by the City of \$_____ aggregate original principal amount of its Motor Fuel Tax Revenue Bonds, Series 1990 (the "Bonds"). The record of proceedings includes its Motor Fuel Tax Revenue Bonds, General Ordinance, adopted by the City Council of the City December _____, 1990, and its 1990 Bonds Series Ordinance, adopted by the City Council of the City December _____, 1990, together providing for the issuance of the Bonds (the "Bond Ordinances") and certificates of officers of the City as to various factual matters.

The Bonds maturing in the years _____ through _____, inclusive and the Bonds scheduled to mature on January 1, 200__ and January 1, 20____, bear interest from their date until paid, payable semi-annually on January 1 and July 1 in each year, with the first interest payments date being July 1, 1991, at the rates per year and maturing on January 1 of each of the years and in the principal amounts, as follows:

January 1	Principal Amount	Interest Rate

The Bonds are subject to redemption in advance of their maturity as provided in the Bond Ordinances.

Based upon this examination, we are of the opinion that:

1. The Bond Ordinances have been duly and lawfully adopted by the City, are in full force and effect and are valid and binding upon the City.

2. The Bonds are valid and legally binding limited obligations of the City. The Bonds, together with Motor Fuel Tax Revenue Bonds which may be issued in the future on a parity with the Series 1990 Bonds, have a claim for payment as to principal, redemption premium, if any, and interest, on an equal and ratable basis solely from the Motor Fuel Tax Revenues (as defined in the Bond Ordinances) received by the City from the Motor Fuel Tax Fund in the Treasury of the State of Illinois pursuant to Section 424 of "An Act in relation to a tax upon the privilege of operating motor vehicles upon the public highways and waters, based upon the consumption of motor fuel therein, and a tax upon the privilege of being a receiver of fuel for sale or use", Ill. Rev. Stat., Ch. 120, §417, et seq., and from amounts in the various funds and accounts provided for in the Bond Ordinances, all as and to the extent and in the priority as provided for in the Bond Ordinances. The Bonds do not have a claim for payment from taxes of the City.

3. Interest on the Bonds under present law is not included in "gross income" for federal income tax purposes and thus is exempt from federal income taxes based on gross income. This opinion is subject to compliance of the City with its covenant in the Bond Ordinances to comply with all requirements which must be met in order for interest on the Bonds not to be included in gross income for federal income tax purposes under present law. The City has the power to comply with its covenants. If the City were to fail to comply with these requirements, interest on the Bonds could be included in gross income for federal income tax purposes retroactive to the date the Bonds are issued. Interest on the Bonds is not an item of tax preference for calculation of an alternative minimum tax for individuals under present law.

4. The rights of the holders of the Bonds and the enforceability of provisions of the Bonds and the Bond Ordinances may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights. Enforcement of provisions of the Bonds or the Bond Ordinances by an equitable or similar remedy is subject to general principals of law or equity governing such a remedy, including the exercise of judicial discretion whether to grant any particular form of relief.

Very respectfully yours,

ISSUANCE OF WASTEWATER TRANSMISSION
REVENUE BONDS, SERIES 1990.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to issue City of Chicago Wastewater Transmission Revenue Bonds, Series 1990, in an amount not to exceed \$55,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 25677)

**STATE-WIDE MFT COLLECTIONS AND
CHICAGO'S ALLOCATIONS FROM THE MFT FUND**

State Motor Fuel Receipts

Calendar Year	Motor Fuel Tax Only	Sales Tax Transfer	Total MFT Fund	Local Allocation	Municipal Allocation	Chicago's Allocation (1)	Chicago's % Pop. (2)	Tax Rate cents/gallon
1972	382,852,431	0	382,852,431	306,424,366	98,055,797	35,075,151	35.8%	7.5
1973	403,197,548	0	403,197,548	323,544,470	103,534,260	36,680,000	35.4%	7.5
1974	391,362,699	0	391,362,699	312,759,738	100,083,116	35,183,529	35.2%	7.5
1975	400,408,544	0	400,408,544	321,889,144	105,384,243	36,790,405	34.9%	7.5
1976	406,699,807	0	406,699,807	352,640,070	112,844,822	39,143,176	34.7%	7.5
1977	424,120,345	0	424,120,345	370,461,859	118,547,795	40,813,973	34.4%	7.5
1978	448,246,233	0	448,246,233	394,246,643	126,158,926	43,144,138	34.2%	7.5
1979	421,823,263	0	421,823,263	366,194,939	117,182,380	39,871,599	34.0%	7.5
1980	396,718,164	53,542,892	450,261,056	392,698,727	125,663,593	42,611,465	33.9%	7.5
1981	379,631,277	58,003,593	437,634,870	382,736,372	122,475,639	39,700,107	32.4%	7.5
1982	370,344,814	57,830,072	428,174,886	375,636,346	102,203,631	37,734,234	31.4%	7.5
1983	401,190,178	60,712,178	461,902,547	408,141,628	122,191,636	38,333,187	31.4%	7.5(3)
1984	621,881,488	72,083,184	693,964,672	455,226,909	157,201,836	49,254,881	31.3%	11.0(4)
1985	657,411,466	78,295,495	735,706,961	450,361,010	158,548,696	49,553,047	31.3%	12.0(5)
1986	697,923,512	83,623,995	781,547,507	455,907,523	162,423,508	50,571,831	31.1%	13.0
1987	699,012,932	85,907,777	874,920,709	446,206,767	159,370,331	49,354,636	31.0%	13.0
1988	736,581,965	92,973,835	829,555,800	478,511,351	170,638,229	52,600,520	30.8%	13.0
1989	788,558,570	84,400,758	872,959,328	482,587,950	176,573,381	53,956,539	30.6%	13.0(6)
1990(8)	1,012,914,000	69,943,000	1,082,857,000	417,424,672	197,590,514	60,303,170	30.5%	19.0(7)
1991(8)	1,048,620,000	72,000,000	1,120,620,000	433,471,040	205,469,281	62,462,661	30.4%	19.0

1. Pursuant to the Use of Motor Fuel Funds Act, 25% of each allocation is not available to the City to pay debt service on Bonds. See "Estimated Debt Service" herein.

2. Percent of Chicago's population to all incorporated municipalities in Illinois.

3. Increase to 11.0 in August plus 2.5 Diesel.

4. Increase to 12.0 in July.

5. Increase to 13.0 in July.

6. Increase to 16.0 in August.

7. Increase to 19.0 in January.

8. (to be completed by the City)

Source: Illinois Department of Revenue

(Continued from page 25675)

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

Article I.

Definitions And Findings.

SECTION 101. Definitions. As used in this Ordinance, the following terms shall have the following meanings, unless the context clearly indicates a different meaning:

(1) "Authenticating Agent" means Continental Bank, National Association, Chicago, Illinois, which is appointed Authenticating Agent for the Series 1990 Bonds, and any successor to it in that capacity appointed by the City and any co-Authenticating Agent separately appointed by the City.

(2) "Bond Purchase Agreement" means the Bond Purchase Agreement between the City and the Initial Purchasers described in Section 212(b) of this Ordinance.

(3) "Bond Registrar" means Continental Bank, National Association, Chicago, Illinois, which is appointed Bond Registrar for the Series 1990 Bonds, or any successor to it in that capacity appointed by the City and any co-Bond Registrar separately appointed by the City.

(4) "Bonds" means the Series 1990 Bonds, the Series 1989 Bonds, the Series 1986 Bonds and all Parity Bonds.

(5) "City" means the City of Chicago, Illinois.

(6) "City Council" means the City Council of the City.

(7) "Clerk" means the City Clerk of the City.

(8) "Compound Accreted Value" means, with respect to any bond any interest on which is payable by appreciation in its principal amount, as of any date of calculation, its original principal amount plus the appreciation in its principal amount to that date calculated as provided in the Determination Certificate.

(9) "Comptroller" means the City Comptroller of the City.

(10) "Construction Account: Series 1990 Bonds" means the separate account of that name in the Sewer Revenue Fund described in Section 303 of this Ordinance.

(11) "Contingencies and Construction Reserve Account" means the separate account of that name in the Sewer Revenue Fund described in Section 404 of this Ordinance.

(12) "Cost of Issuance" means all fees and costs incurred by the City relating to the issuance of the Series 1990 Bonds, including, without limitation, printing costs, Authenticating Agent's initial fees and charges, Bond Registrar's fees and charges, Paying Agent's fees and charges, financial advisory fees, engineering fees, legal fees, accounting fees, the cost of any premiums for municipal bond insurance to insure any Series 1990 Bonds, the cost of providing any Reserve Account Credit Instrument or other credit facilities with respect to the Series 1990 Bonds, and the cost of any related services with respect to any Series 1990 Bonds.

(13) "Debt Service Account" means the separate account of that name in the Sewer Revenue Fund described in Section 404 of this Ordinance.

(14) "Debt Service Reserve Account" means the separate account of that name in the Sewer Revenue Fund described in Section 404 of this Ordinance.

(15) "Debt Service Reserve Requirement" means, as of any date of computation, an amount equal to the sum of (a) the highest future Debt Service Requirements of all Outstanding Series 1986 Bonds, Series 1989 Bonds and Series 1990 Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls, and (b) such other amounts as shall be established as the Debt Service Reserve Requirement in respect of a series of Parity Bonds. Any Bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated maturity dates.

(16) "Debt Service Requirement" means, for any Fiscal Year, the principal of and interest on Bonds required to be paid in that Fiscal Year. With respect to any Bonds for which any interest is payable by appreciation in principal amount, the Debt Service Requirement for a Fiscal Year includes all appreciated principal payable in that Fiscal Year but does not include the increase in principal which occurs in that Fiscal Year but is not payable in that Fiscal Year. Any Bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated maturity dates.

(17) "Depository" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association, having capital stock, surplus and undivided earnings of \$50,000,000 or more, selected by the Treasurer as a depository of moneys and securities held in the Construction Account: Series 1990 Bonds, the Debt Service Account and the Debt Service Reserve Account under the provisions of this Ordinance.

(18) "Depreciation, Improvement and Extension Account" means the separate account of that name in the Sewer Revenue Fund described in Section 404 of this Ordinance.

(19) "Depreciation, Improvement and Extension Account Requirement" means \$1,050,000 or such higher amount as the City shall by ordinance establish.

(20) "Determination Certificate" means the certificate of the Comptroller filed with the Office of the City Clerk addressed to the City Council, as provided in Section 212(e) of this Ordinance.

(21) "Fiscal Year" means the period beginning January 1 and ending December 31 of any calendar year.

(22) "Government Obligations" means securities which are obligations described in clauses (a) and (b) of the definition of Permitted Investments in this Section 101.

(23) "Gross Revenues" means all income and receipts from any source which under generally accepted accounting principles are properly recognized as being derived from the operation of the Sewer System, including without limitation (a) charges imposed for sewer service and usage, (b) charges imposed for inspections and permits for connection to the Sewer System, (c) grants (excluding grants received for capital projects), and (d) Investment Earnings.

(24) "Independent Consulting Engineer" means any engineer or firm of engineers of national reputation selected by the City and generally recognized to be well qualified in engineering matters relating to municipal sewer systems.

(25) "Initial Purchasers" means the following firms as underwriters or representatives of an underwriting syndicate to whom the City will sell the Series 1990 Bonds and with whom the City will enter into the Bond Purchase Agreement: Shearson Lehman Brothers, Inc., Hamilton Investments, Inc., Dean Witter Reynolds, Inc., Weldon Sullivan Carmichael & Company and Smith, Mitchell & Associates, Inc.

(26) "Investment Earnings" means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or any money in the Sewer Revenue Fund and in the accounts (other than the Rebate Fund) specified in Section 404 of this Ordinance. Investment Earnings do not include interest or earnings on investments of Construction Accounts such as is provided in Article III of this Ordinance.

(27) "Mayor" means the Mayor of the City.

(28) "Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency for municipal bonds, "Moody's" shall mean any nationally recognized securities rating organization other than S. & P. designated by the City by notice to the Depository.

(29) "Municipal Code" means the Municipal Code of the City, as amended.

(30) "Net Revenues" means that portion of the Gross Revenues remaining after providing sufficient funds for Operation and Maintenance Costs.

(31) "Operation and Maintenance Account" means the separate account of that name in the Sewer Revenue Fund described in Section 404 of this Ordinance.

(32) "Operation and Maintenance Costs" means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal, replacement and repair of the Sewer System, which under generally accepted accounting principles are properly chargeable to the Sewer System and not capitalized, including, without limitation, salaries, wages, taxes, contracts for services, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, Paying Agents' fees, and all incidental expenses, but excluding any provision for depreciation or for interest on Outstanding Bonds or other obligations for borrowed money payable from the Net Revenues.

(33) "Ordinance" means this Ordinance as it may be modified or amended from time to time pursuant to Article VIII of this Ordinance.

(34) "Outstanding" means with reference to any series of Bonds, all of such obligations that are outstanding and unpaid, provided that such term shall not include obligations:

(a) which have been paid or redeemed in full both as to principal, redemption premium, if any, and interest; or

(b) which have matured or which have been duly called for redemption and for the payment of which moneys are on deposit with designated paying agents for such Bonds, or are otherwise properly available, sufficient to pay the principal of, redemption premium, if any, and interest on such Bonds; or

(c) for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Government Obligations, in each case the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any, and interest on such Bonds; or

(d) which are owned by the City.

(35) "Parity Bonds" means obligations which may be issued after the issuance and delivery of the Series 1990 Bonds in accordance with Article VI of this Ordinance and which are payable from Net Revenues on an equal and ratable basis with all other Outstanding Bonds.

(36) "Paying Agent" means Continental Bank, National Association, Chicago, Illinois, which is appointed Paying Agent for the Series 1990 Bonds, or any successor to it in that capacity appointed by the City and any Co-Paying Agent separately appointed by the City, with the consent of the Paying Agent.

(37) "Permitted Investments" means any of the following (which, however, must be consistent with the definitions of "Permitted Investments" in the Series 1986 Bond Ordinance and the Series 1989 Bond Ordinance to the extent in force and applicable):

(a) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) Trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book-entry procedures prescribed at 31 C.F.R. 306.0 et seq. or 31 C.F.R. 350.0 et seq. (or other similar book entry procedures similarly prescribed by federal law or regulations adopted after the date of adoption of this Ordinance), has been created in such obligations for the benefit of the applicable account in the Sewer Revenue Fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the payment and discharge of the indebtedness on all Series 1990 Bonds or other obligations which are payable from Net Revenues;

(c) Obligations of the Federal National Mortgage Association or of any agency or instrumentality of the United States of America now existing or created after the issuance and delivery of the Series 1990 Bonds, including but not limited to the United States Postal Service, the Government National Mortgage Association, and the Federal Financing Bank;

(d) Negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association which has capital of not less than \$100,000,000 or (ii) by certificates of deposit which are continuously and fully insured by any agency of the United States of America;

(e) Repurchase agreements with banks described in clause (d) of this definition or with government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, provided (i) that the underlying securities are obligations described in clauses (a) or (c) of this definition and are required to be continuously maintained at a market value not less than the amount so invested, (ii) the City has received an opinion of counsel to the effect that a custodian for the City has possession of the underlying securities as collateral and has a

perfected first security interest in the collateral, and (iii) the collateral is in the opinion of such counsel free and clear of claims by third parties;

(f) Obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision which are, at the time of purchase, rated by Moody's and S. & P., respectively, in one of their two highest respective long term rating categories (if not rated by both such rating agencies then a rating by either shall be satisfactory);

(g) Bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are, at the time of purchase, rated by Moody's and S. & P., respectively, in their highest rating category (if not rated by both such rating agencies then a rating by either shall be satisfactory), for comparable types of debt obligations;

(h) Repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include any Paying Agent or Bond Registrar), insurance company or any other financial institution which at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated AAA by Moody's and AAA by S. & P., or if such institution is not so rated that the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (i) a custodian for the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties; and

(i) Prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated MIG-1 by Moody's or "P-1" by S. & P.

(38) "Project Costs" means the costs of acquiring, constructing and equipping the Projects, including without limitation acquisition of necessary interests in property, engineering fees or costs of the City, restoration costs, legal fees or costs of the City, and Costs of Issuance.

(39) "Projects" means the program of improvements and extensions to the Sewer System consisting of constructing and acquiring flood relief sewers and replacement of existing sewers.

(40) "Provider" means an insurance company, banking institution or other financial institution which is the issuer of a Reserve Account Credit Instrument.

(41) "Rebate Fund" means the separate fund described in Section 405 of this Ordinance.

(42) "Registered Owner" means any person in whose name a Bond is registered.

(43) "Reimbursement Agreement" means an agreement between the City and a Provider entered into with respect to a Reserve Account Credit Instrument which pertains to the repayment of the Provider, with interest, if any, of amounts disbursed by such Provider pursuant to that Reserve Account Credit Instrument.

(44) "Reserve Account Credit Instrument" means a non-cancellable insurance policy, a non-cancellable surety bond or an irrevocable letter of credit which may be delivered to the City in lieu of or in partial substitution for cash or securities required to be on deposit in the Debt Service Reserve Account. In the case of an insurance policy or surety bond, the Provider shall be an insurer which, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating within one of the two highest rating categories, without regard to gradation within a category, accorded insurers by both Moody's and S. & P. Letters of credit shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories, without regard to gradation within a category, from both Moody's and S. & P. The insurance policy, surety bond or letter of credit shall grant to the City the right to receive payment for the purposes for which the Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.

(45) "Reserve Account Credit Instrument Coverage" means, with respect to any Reserve Account Credit Instrument on any date of determination, the amount available to pay principal of and interest on the Bonds under that Reserve Account Credit Instrument.

(46) "Series 1990 Bonds" means the Wastewater Transmission Revenue Bonds, Series 1990, of the City authorized by and issued pursuant to this Ordinance.

(47) "Series 1989 Bonds" means the Wastewater Transmission Revenue Bonds, Series 1989, of the City authorized by and issued pursuant to the Series 1989 Bond Ordinance.

(48) "Series 1986 Bonds" means the Wastewater Transmission Refunding and Improvement Bonds, Series 1986, of the City authorized by and issued pursuant to the Series 1986 Bond Ordinance.

(49) "Series 1989 Bond Ordinance" means the ordinance passed by the City Council on December 6, 1989, authorizing the issuance of the Series 1989 Bonds.

(50) "Series 1986 Bond Ordinance" means the ordinance passed by the City Council on August 28, 1986 authorizing the issuance of the Series 1986 bonds.

(51) "Sewer Revenue Fund" means the separate fund designated the "Sewer Revenue Fund of the City of Chicago" previously established by the City pursuant to the Municipal Code and described in Sections 402 and 403 of this Ordinance.

(52) "Sewer System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for sewer and wastewater transmissions including the Projects and any and all further extensions, improvements and additions to the Projects or the Sewer System.

(53) "S. & P." means Standard & Poor's Corporation, its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency for municipal bonds, "S. & P." shall mean any nationally recognized securities rating organization other than Moody's designated by the City by notice to the Depository.

(54) "Treasurer" means the City Treasurer of the City.

As used in this Ordinance, with respect to any Bond on which any interest is payable by appreciation in its principal amount, the term "principal" refers as of any date, to a Bond's Compound Accreted Value.

SECTION 102. Findings. It is found and declared as follows:

(a) The City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is a "home rule unit" under Section 6(a) of Article VII of the Constitution.

(b) The City has constructed and is maintaining and operating the Sewer System to meet the needs of the City's inhabitants and other users of the Sewer System. The Sewer System is operated under the supervision and control of the Department of Sewers of the City.

(c) The City has issued the Outstanding Series 1986 Bonds and the Outstanding Series 1989 Bonds with a claim for payment solely from the Net Revenues of the Sewer System.

(d) The estimated amount of the Project Costs is in excess of \$55,000,000. The estimated useful life of the Projects is longer than the final maturity of the Series 1990 Bonds. It is advisable and in the best interests of the City that the City undertake and complete the Projects.

(e) The City does not have available funds in the Sewer Revenue Fund sufficient to pay all Project Costs.

(f) The Series 1986 Bonds and the Series 1989 Bonds are the only outstanding obligations with a claim for payment from the Net Revenues of the Sewer System.

(g) In accordance with the covenants of the City in the Series 1986 Bond Ordinance and the Series 1989 Bond Ordinance, concurrent with the issuance, sale and delivery of the Series 1990 Bonds, all the conditions and requirements specified in Article VI of the Series 1986 Bond Ordinance and Article VI of the Series 1989 Bond Ordinance shall have been fully satisfied and complied with, and based upon such satisfaction and compliance, the Series 1990 Bonds will have a claim for payment from Net Revenues on an equal and ratable basis with all other Outstanding Bonds. Among the conditions and requirements which shall have been fully satisfied and complied with is the requirement that Net Revenues for the last completed Fiscal Year prior to the issuance of the Series 1990 Bonds (as shown by the audit of the Sewer System by an independent certified public accountant for the Fiscal Year ended December 31, 1989), equal to at least 115% of the maximum Debt Service Requirements for any Fiscal Year in which any Bonds will be Outstanding following the issuance of the proposed Series 1990 Bonds.

(h) It is advisable and necessary and in the best interests of the City (i) to borrow a sum not to exceed \$55,000,000 plus the amount of original issue discount as provided by the Comptroller as authorized under Article II of this Ordinance (or such lesser amount as is provided by Sections 211 and 212(a) of this Ordinance) (A) to provide funds needed to pay Project Costs, including Costs of Issuance, (B) to provide funds necessary for deposit into the Debt Service Reserve Account to meet the Debt Service Reserve Requirement and (C) to finance the amount of any discount on the Series 1990 Bonds as provided by the Comptroller as authorized under Article II of this Ordinance and (ii) in evidence of its obligation to repay that borrowing, to issue the Series 1990 Bonds.

(i) The borrowing authorized by this Ordinance and the issuance of the Series 1990 Bonds are for a proper public purpose and are in the public interest. The City has the power to borrow for the purposes set forth in this Ordinance and to issue the Series 1990 Bonds.

Article II.

The Series 1990 Bonds.

SECTION 201. Principal Amount, Designation, Source of Payment. The City shall borrow money for the purposes specified in Section 202 of this Ordinance and in evidence of its obligation to repay the borrowing shall issue the Series 1990 Bonds in an aggregate principal amount not to exceed \$55,000,000 plus the amount of any original issue discount as provided by the Comptroller as authorized under Article II of this Ordinance (or shall borrow and issue such lesser amount as is provided by Sections 211 and 212(a) of this Ordinance). The Series 1990 Bonds shall be designated "Wastewater Transmission Revenue Bonds, Series 1990". The Series 1990 Bonds shall be limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the Net Revenues on an equal and ratable basis with the other Outstanding Bonds. The Series 1990 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. Each Series 1990 Bond shall contain a statement to that effect.

SECTION 202. Purposes. The borrowing and issuance of the Series 1990 Bonds authorized in Section 201 of this Ordinance shall be for the purposes of (a) providing funds to pay Project Costs, including Costs of Issuance, (b) providing funds to deposit in the Debt Service Reserve Account as provided in Section 301 of this Ordinance and (c) financing the amount of any discount on the Series 1990 Bonds as provided by the Comptroller as authorized under Article II of this Ordinance.

SECTION 203. Date, Denominations, Numbers. The Series 1990 Bonds shall be issued as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple of that amount. They shall be dated as of the first day of the month in which they are initially issued and delivered to the Initial Purchasers or on the May 15 or November 15 on or next preceding the date of their authentication and delivery to which interest has been paid, whichever is later. Series 1990 Bonds shall be numbered as provided in the Determination Certificate.

SECTION 204. Maturity. The principal of the Series 1990 Bonds shall be payable (either at maturity or pursuant to mandatory sinking fund redemption, on November 15 of each year beginning with the first principal

payment date, which shall be not later than November 15, 1992, and ending with the final maturity, which shall be not later than November 15, 2020. The Series 1990 Bonds shall be issued as serial bonds or as term bonds subject to mandatory sinking fund redemption, or any combination of serial bonds and term bonds. The maturities for the Series 1990 Bonds shall be provided in the Determination Certificate, which shall be consistent with the terms of sale of the Series 1990 Bonds in the Bond Purchase Agreement.

SECTION 205. Redemption, Notice Of Redemption, Terms.

(a) **Redemption Terms.** The Series 1990 Bonds, shall be subject to redemption, in whole or in part, at the option of the City, at a price equal to their principal amount, plus accrued interest to the date of redemption if not an interest payment date, and, subject to the remaining provisions of this Section 205, upon such other terms, as the Comptroller shall provide in the Determination Certificate, each and all of which the Comptroller is authorized and directed to determine and approve on behalf of and in the name of the City. The Series 1990 Bonds shall be subject to optional redemption not later than November 15, 2000, as to those Series 1990 Bonds with a maturity later than the first year in which an optional redemption is authorized, at an initial redemption premium not greater than 2% of the principal amount of the Series 1990 Bonds to be so redeemed.

(b) **Mandatory Sinking Fund Redemption.** Any term Series 1990 Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Bond Registrar, as provided below, and shall be so redeemed at a price equal to 100% of the principal amount of the Series 1990 Bonds to be redeemed plus accrued interest to the date fixed for redemption if not an interest payment date. To the extent that term Series 1990 Bonds subject to mandatory sinking fund redemption have been previously called for redemption in part other than from a sinking fund payment, each annual sinking fund payment for term Series 1990 Bonds of that maturity shall be reduced by the amount obtained by multiplying the principal amount of term Series 1990 Bonds of such maturity so called for redemption, by the ratio which each such annual sinking fund payment for term Series 1990 Bonds of such maturity bears to the total sinking fund payments then remaining unpaid for term Series 1990 Bonds of such maturity, and by rounding each such payment to the nearest integral multiple of \$5,000 consistent with the total principal amount of Series 1990 Bonds Outstanding of that maturity.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the Series 1990 Bonds through the purchase of Series 1990 Bonds in the open market. Series 1990 Bonds shall not be purchased in the open market from moneys in the Sewer Revenue Fund at a price in excess of the principal amount of the Series 1990 Bonds plus the redemption premium applicable to the redemption of such Series 1990 Bonds

on the next date on which they may be optionally redeemed and accrued and unpaid interest on the principal of the purchased Series 1990 Bonds to the date of purchase. Series 1990 Bonds of any maturity which are purchased by the City on the open market and deposited by the City with the Bond Registrar, if purchased from moneys in the Debt Service Account, shall be credited against and shall reduce the next sinking fund installment or installments up to the principal amount so purchased for the Series 1990 Bonds of that maturity or, if purchased from other moneys, shall be credited against and shall reduce the sinking fund installments for the Series 1990 Bonds of that maturity in a manner consistent with that provided in the preceding paragraph with respect to optional redemption of the Series 1990 Bonds.

(c) **Partial Redemption of Bonds.** In the event of a redemption of less than all the Series 1990 Bonds of a maturity, the Bond Registrar shall assign to each Outstanding Series 1990 Bond of a denomination greater than \$5,000 a distinctive number for each \$5,000 portion of such Bond so as to distinguish each such \$5,000 portion from each other portion of such Series 1990 Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Series 1990 Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of Series 1990 Bonds to be redeemed. The Series 1990 Bonds to be redeemed shall be the Series 1990 Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Series 1990 Bond of a denomination greater than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

(d) **Notice of Redemption.** Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption to each Registered Owner of Series 1990 Bonds to be redeemed at such Registered Owner's address as shown in the bond register kept by the Bond Registrar and by such other additional method, if any, as the City shall deem appropriate. Notice of redemption shall specify the maturities of the Series 1990 Bonds to be redeemed, the date fixed for redemption and, if less than all of the Series 1990 Bonds of any maturity are to be redeemed, the numbers of such Series 1990 Bonds to be redeemed and, in the case of Series 1990 Bonds to be redeemed in part only, the respective portions of the principal amounts of such Series 1990 Bonds to be redeemed. Failure to give such notice by mail or a defect in the notice or the mailing as to any Series 1990 Bond will not affect the validity of any proceedings for redemption as to any other Series 1990 Bond as to which notice or a defect in the notice as to any Series 1990 Bond will not affect the validity of any proceedings for redemption as to any other Series 1990 Bond as to which notice was given properly and the failure of any Registered Owner of a Series 1990 Bond to receive the notice shall not affect the validity of the redemption.

If less than the entire principal amount of a Series 1990 Bond shall be called for redemption, the City shall execute and the Authenticating Agent shall authenticate and deliver, upon surrender of such Series 1990 Bond, without charge to the Registered Owner, one or more new Series 1990 Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Series 1990 Bond so surrendered. If, on the date fixed for redemption, (a) moneys in an amount equal to redemption price of the Series 1990 Bonds to be redeemed shall be held by the Paying Agent and are available for such redemption and (b) notice of redemption shall have been given as described above, interest on the Series 1990 Bonds so redeemed shall cease from and after the date fixed for redemption.

SECTION 206. Interest. The Series 1990 Bonds shall bear interest from their date until principal is paid at a rate or rates per year determined by the Comptroller and provided in the Determination Certificate, which shall be in the judgment of the Comptroller the best interest rates for which the Series 1990 Bonds can be sold in the market and which, in the aggregate, result in a net interest cost (expressed as a percentage) not in excess of 8.50% per annum computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 1990 Bonds shall be payable semi-annually on May 15 and November 15 in each year, with the first interest payment date being May 15, 1991.

SECTION 207. Places And Medium Of Payment.

(a) Interest on each Series 1990 Bond, shall be paid on each interest payment date to the person in whose name the Series 1990 Bond is registered in the bond register kept by the Bond Registrar at the close of business on the last day (whether or not a business day) of the calendar month next preceding such interest payment date. Interest shall be paid by check or draft mailed to such Registered Owner at such Registered Owner's address as it appears in the bond register or, at the request of Registered Owners of more than \$1 Million total principal amount of Series 1990 Bonds, by wire transfer pursuant to their instructions.

(b) Principal of and redemption premium, if any, on any Series 1990 Bond shall be paid only upon presentation and surrender of that Series 1990 Bond for cancellation at the principal corporate trust office of the Paying Agent. The Paying Agent is authorized to pay the principal of and the premium, if any, on the Series 1990 Bonds as provided in this paragraph.

(c) Payment of principal of, redemption premium, if any, and interest on the Series 1990 Bonds shall be made in lawful money of the United States of America.

SECTION 208. Transfers and Exchanges of Bonds. The City shall cause a bond register for the registration and transfer of Series 1990 Bonds to be maintained at the principal corporate trust office of the Bond Registrar.

Any Series 1990 Bond may be transferred only upon surrender of such Series 1990 Bond to the Bond Registrar, upon which the City shall execute and the Authenticating Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 1990 Bonds of any authorized denomination, of like maturity and aggregate principal amount as the Series 1990 Bond surrendered.

At the option of the Registered Owner, any Series 1990 Bond may be exchanged for another Series 1990 Bond or Bonds of any authorized denomination, of like maturity and aggregate principal amount, upon surrender of the Series 1990 Bond to be exchanged to the Bond Registrar. Upon such surrender for exchange, the City shall execute and the Authenticating Agent shall authenticate and deliver the Series 1990 Bonds which the Registered Owner making the exchange is entitled to receive.

Every Series 1990 Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Registrar) be duly endorsed, or shall be accompanied by a written instrument of transfer in a form satisfactory to the Bond Registrar duly executed by the Registered Owner of the Bond or such Registered Owner's duly authorized representative.

In all cases in which Series 1990 Bonds are to be transferred or exchanged, the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed (other than taxes, fees or charges imposed by the City) and to reimburse it for any expenses incurred in connection with such transfer or exchange. The Bond Registrar shall not be required to transfer or exchange any Series 1990 Bond during a period beginning at the opening of business on the 15th day next preceding any date of selection of Series 1990 Bonds to be redeemed and ending at the close of business on the day on which notice of redemption is given or after notice selecting such Series 1990 Bond for redemption has been given.

The Series 1990 Bonds may be deposited with a fiscal agent in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer.

The City and any agent of the City may deem and treat the person in whose name any Series 1990 Bond is registered as the absolute owner of such Series 1990 Bond for the purpose of receiving payment of or on account of the principal of, redemption premium, if any, and interest on such Series 1990 Bond, and for all other purposes. Neither the City nor any agent of the City shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 1990 Bond to the extent of the sum or sums paid.

The Series 1990 Bonds may, at the option of the City, initially be issued in the form of a separate single fully registered Series 1990 Bond for each maturity of the Series 1990 Bonds registered in the bond register kept by the Bond Registrar in the name of Kray & Co. ("Kray"), as nominee of Midwest Securities Trust Company ("M.S.T.C."). Except as provided below, all of the Outstanding Series 1990 Bonds shall be registered in the bond register kept by the Bond Registrar in the name of Kray, as nominee of M.S.T.C.

With respect to Series 1990 Bonds so registered in the name of Kray, as nominee of M.S.T.C., the City, the Bond Registrar, any municipal bond insurance company, any Provider and any Paying Agent shall have no responsibility or obligation to any M.S.T.C. participant or to any person on behalf of which such an M.S.T.C. participant holds an interest in the Series 1990 Bonds, including, without limitation, any responsibility or obligation with respect to (i) the accuracy of the records of Kray, M.S.T.C. or any M.S.T.C. participant with respect to any ownership interest in the Series 1990 Bonds, (ii) the delivery to any M.S.T.C. participant or any other person, other than a Registered Owner, of any notice with respect to the Series 1990 Bonds, including any notice of redemption, (iii) the payment to any M.S.T.C. participant or any other person, other than a Registered Owner, of any amount with respect to principal of, premium, if any, or interest on the Series 1990 Bonds, (iv) the selection by M.S.T.C. or any M.S.T.C. participant of any person to receive payment in the event of a partial redemption of the Series 1990 Bonds, or (v) any consent given or other action taken by M.S.T.C. or its nominee as the Registered Owner of the Series 1990 Bonds. Upon delivery by M.S.T.C. to the Bond Registrar of written notice to the effect that M.S.T.C. has determined to substitute a new nominee in place of Kray, and subject to the provisions of this Ordinance with respect to record dates, the word "Kray" in this Ordinance shall refer to the new nominee of M.S.T.C. Upon receipt of such a notice the Bond Registrar shall promptly deliver a copy of the notice to each Paying Agent and the Comptroller.

With respect to the City and M.S.T.C. the following provisions shall apply:

(a) M.S.T.C. may determine to discontinue providing its services with respect to the Series 1990 Bonds at any time by giving notice to the Comptroller and discharging its responsibilities under applicable law.

(b) The City may in its sole discretion and without the consent of any other person, terminate the services of M.S.T.C. with respect to the Series 1990 Bonds if the City determines and shall terminate the services of M.S.T.C. with respect to the Series 1990 Bonds upon receipt by the City of written notice from M.S.T.C. to the effect that M.S.T.C. has received written notice from its participants having interests, as shown in the records of M.S.T.C., in an aggregate principal amount of not less than fifty percent (50%) of the then Outstanding Series 1990 Bonds to the effect that:

(i) M.S.T.C. is unable to discharge its responsibilities with respect to the Series 1990 Bonds, or

(ii) a continuation of the requirement that all of the Outstanding Series 1990 Bonds be registered in the registration books kept by the Bond Registrar in the name of Kray, as nominee of M.S.T.C., is not in the best interest of the beneficial owners of the Series 1990 Bonds.

(c) Upon the termination of the services of M.S.T.C. with respect to the Series 1990 Bonds, or upon the discontinuance or termination of the services of M.S.T.C. with respect to the Series 1990 Bonds, after which no substitute securities depository willing to undertake those functions of M.S.T.C. can be found which, in the opinion of the Comptroller, is willing and able to undertake such functions upon reasonable and customary terms, the Series 1990 Bonds shall no longer be restricted to being registered in the bond register kept by the Bond Registrar in the name of Kray as nominee of M.S.T.C., but may be registered in whatever name or names the Registered Owner transferring or exchanging Series 1990 Bonds shall designate, in accordance with the provisions of this Ordinance.

SECTION 209. Lost, Stolen, Mutilated or Destroyed Bonds. If any Series 1990 Bond becomes mutilated or is lost, stolen or destroyed, the City may execute and the Authenticating Agent shall authenticate and deliver a new Series 1990 Bond of the same date of issue, maturity date, principal amount and interest rate per annum as the Series 1990 Bond mutilated, lost, stolen or destroyed, provided that (a) in the case of a mutilated Series 1990 Bond, the Series 1990 Bond is first surrendered to the City, (b) in the case of any lost, stolen or destroyed Series 1990 Bond, there is first furnished both evidence of loss, theft or destruction and an indemnity satisfactory to the City and the Bond Registrar, (c) all other reasonable requirements of the City are complied with, and (d) expenses in connection with the transaction are paid by the Registered Owner of such Series 1990 Bonds. Any new Series 1990 Bonds issued pursuant to this section in substitution for Series 1990 Bonds alleged to have been destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City whether or not the Series 1990 Bonds alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Series 1990 Bonds in any moneys or securities held by the City or any Paying Agent for the benefit of such Registered Owners.

SECTION 210. Form, Execution Of Bonds.

(a) Each Series 1990 Bond and the Authenticating Agent's Certificate of Authentication to be endorsed on such Series 1990 Bond shall be in substantially the form attached to this Ordinance as Exhibit A, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance.

(b) Each Series 1990 Bond shall be executed by the manual or facsimile signatures of the Mayor and the Comptroller, shall be attested by the manual or facsimile signature of the Clerk, shall have the corporate seal of the City affixed, impressed or printed on such Series 1990 Bond and shall be authenticated by the manual signature of the Authenticating Agent. If any officer of the City whose manual or facsimile signature appears on any Series 1990 Bond shall cease to be such officer before the delivery of such Series 1990 Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until delivery.

(c) The Mayor, Comptroller and Clerk (if they have not already done so) are authorized to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended. The use of their facsimile signatures to execute the Series 1990 Bonds is authorized by this Ordinance. Each Series 1990 Bond so executed shall be as effective as if manually executed.

(d) No Series 1990 Bond shall be valid for any purpose unless and until a certificate of authentication of the Series 1990 Bond substantially in the form set forth in the form of Series 1990 Bonds attached as Exhibit "A" to this Ordinance shall have been duly executed by the Authenticating Agent with respect to that Series 1990 Bond. The executed certificate of authentication upon any such Series 1990 Bond shall be conclusive evidence that such Series 1990 Bond has been authenticated and delivered under this Ordinance. The Authenticating Agent's certificate of authentication on any Series 1990 Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Authenticating Agent. It shall not be necessary that the same officer or signatory sign the certificate of authentication on each of the Series 1990 Bonds. The Authenticating Agent is authorized and directed to cause Series 1990 Bonds executed by the City to be authenticated at the request of the City in accordance with the provisions of this Ordinance.

SECTION 211. Determination By Comptroller As To Projects.

Upon the determination by the Comptroller made at the time of sale of the Series 1990 Bonds and set forth in the Determination Certificate, the

amount of money which the City shall borrow and in respect of which the City shall issue the Series 1990 Bonds may be reduced to an amount so that the amounts so borrowed and available to pay Project Costs do not exceed the amount which the Comptroller determines will be encumbered or used to pay Project Costs during the three year period following the issuance and delivery of the Series 1990 Bonds (or such other period selected by the Comptroller and contained in a certificate signed by the Comptroller and delivered on the date of delivery of the Series 1990 Bonds) because moneys will be available from other sources to pay such Project Costs.

SECTION 212. Sale Of Series 1990 Bonds.

(a) The Comptroller is authorized to execute on behalf of the City a contract for the sale by the City of the Series 1990 Bonds pursuant to a negotiated sale. The purchase price shall not be less than 98% of the original principal amount of the Series 1990 Bonds plus accrued interest on the Series 1990 Bonds from their date to the date of their delivery and less any original issue discount on the Series 1990 Bonds, and on such terms as he or she may deem to be in the best interests of the City as provided in this Ordinance. Such terms include, without limitation, the aggregate principal amount of the Series 1990 Bonds, the amount of any original issue discount, the maturities of the Series 1990 Bonds, the issuance of the Series 1990 Bonds as serial bonds, as term bonds subject to mandatory sinking fund redemption, or in any combination of serial bonds and term bonds, the numbering of the Series 1990 Bonds, the interest rate or rates for the Series 1990 Bonds, and the prices and other terms upon which the Series 1990 Bonds are subject to redemption, all as provided in and subject to the limitations expressed in this Article II, including the limitation specified in Section 206 of this Article II. The terms of the Series 1990 Bonds shall provide for the Debt Service Requirement of the Series 1990 Bonds to be approximately level subject to such variations as the Comptroller shall determine. The Comptroller may in the Determination Certificate make such changes to the terms of the Series 1990 Bonds and the form of the Series 1990 Bonds from those provided in this Ordinance as he or she shall determine but which shall result in the Series 1990 Bonds having substantially the terms and being in substantially the form provided by this Ordinance. The Comptroller is further authorized to take the actions and execute and deliver the documents and instruments specified in this Ordinance. The Series 1990 Bonds shall be then duly prepared and executed in the form and manner provided in this Ordinance and delivered to the Treasurer for delivery to the Initial Purchasers in accordance with the terms of sale.

(b) The City shall enter into the Bond Purchase Agreement in substantially the form attached to this Ordinance as Exhibit "B", with such changes, including without limitation the specification of all amounts or sums in such agreement, as shall be approved by the Comptroller. The

Comptroller is authorized and directed to execute the Bond Purchase Agreement on behalf of and in the name of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council (to be reported to the City Council as provided in this Ordinance).

(c) The City shall cause there to be prepared and delivered to prospective purchasers of the Series 1990 Bonds a Preliminary Official Statement substantially in the form utilized by the City in connection with the offer and sale of the Series 1989 Bonds, with the most recent audited financial statements of the Sewer Revenue Fund included as an appendix and with such other appendices and with such changes, including without limitation the specification of all amounts or sums in the Preliminary Official Statement, as shall be approved by the Comptroller. Upon sale of the Series 1990 Bonds, the Comptroller is authorized and directed to cause a final Official Statement to be prepared, executed and (i) delivered to the Initial Purchasers and (ii) filed with the Office of the City Clerk directed to the City Council.

(d) Upon a finding by the Comptroller that the purchase of municipal bond insurance for the Series 1990 Bonds is likely to facilitate the marketing and sale of the Series 1990 Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, the Comptroller is authorized to cause the City to purchase a policy of municipal bond insurance for the Series 1990 Bonds, payable from amounts received upon the sale of the Series 1990 Bonds, and to execute any related agreements with the provider of such municipal bond insurance. Such policy shall be provided by a bond insurance company or association approved by the Comptroller. In addition, upon a finding by the Comptroller that the purchase of a Reserve Account Credit Instrument is appropriate, and that such Reserve Account Credit Instrument is available at an acceptable cost, the Comptroller is authorized to cause the City to obtain a Reserve Account Credit Instrument in order to satisfy the Debt Service Reserve Requirement for the Series 1990 Bonds, the cost of which shall be payable from amounts received upon the sale of the Series 1990 Bonds, and to execute a Reimbursement Agreement and any related agreements with the Provider of such Reserve Account Credit Instrument. The Comptroller may on behalf of the City make necessary covenants with respect to any municipal bond insurance or Reserve Account Credit Instrument consistent with this Ordinance.

(e) Subsequent to such sale, the Comptroller shall file in the Office of the Clerk directed to the City Council (i) a Determination Certificate setting forth the terms of sale of the Series 1990 Bonds, the interest rate or rates on the Series 1990 Bonds, and setting forth the amount of any original issue discount, the numbering of the Series 1990 Bonds, any arrangements made for municipal bond insurance or a Reserve Account Credit Instrument, and the determination made pursuant to Section 211 of this Ordinance with respect to the amount to be borrowed for Projects Costs, (ii) an executed copy of the Bond Purchase Agreement, reflecting concurrence of the Chairman of

the Committee on Finance of the City Council in the determinations made by the Comptroller as to the terms of sale of the Series 1990 Bonds, and (iii) the final Official Statement of the City as provided in Section 212(c) of this Ordinance.

Article III.

Disposition Of Series 1990 Bond Proceeds.

SECTION 301. Deposit into Debt Service Reserve Account. There shall be deposited in the Sewer Revenue Fund to the credit of the Debt Service Reserve Account from the proceeds of the Series 1990 Bonds and such other sources as necessary any amount required upon the issuance of the Series 1990 Bonds to cause the balance in the Debt Service Reserve Account to equal the Debt Service Reserve Requirement or alternatively, any Reserve Account Credit Instrument. No more than 10% of the proceeds of the Series 1990 Bonds shall be deposited in the Debt Service Reserve Account.

SECTION 302. Accrued Interest. Accrued interest on Series 1990 Bonds shall be deposited to the credit of the Debt Service Account.

SECTION 303. Construction Account: Establishment, Deposit Of Funds, Uses.

(a) The City shall establish a separate account in the Sewer Revenue Fund designated the "Construction Account: Series 1990 Bonds".

(b) The proceeds of sale of the Series 1990 Bonds remaining after the deposits required by Sections 301 and 302 of this Ordinance have been made shall be deposited to the credit of the Construction Account: Series 1990 Bonds. This account shall be held in a separate account by a Depository. Funds in the Construction Account: Series 1990 Bonds shall be invested by the depository at the direction of the Treasurer in Permitted Investments, provided that such investments shall be scheduled to mature before needed to pay Project Costs, including Costs of Issuance. All interest received on or profits derived from such investments shall remain in the Construction Account: Series 1990 Bonds.

(c) Disbursements shall be made from the Construction Account: Series 1990 Bonds from time to time for the purpose of paying Project Costs, including Costs of Issuance. The money received from the sale of the Series 1990 Bonds and set aside in the Construction Account: Series 1990 Bonds shall be used to provide funds for all or any part of the Projects. The Projects

for which disbursements may be made from the Construction Account: Series 1990 Bonds may be amended by the City to provide for the efficient operation of the Sewer System.

Within 60 days after completion of the Projects and the payment of all Project Costs, any funds remaining in the Construction Account: Series 1990 Bonds shall be transmitted by the Depository to the Treasurer for transfer to the Debt Service Reserve Account, or, if such account is fully funded, to the Contingencies and Construction Reserve Account, provided that no such transfers shall be made to the Debt Service Reserve Account if (a) the sum of (i) the proceeds of the Series 1990 Bonds previously deposited in the Debt Service Reserve Account other than from the Construction Account: Series 1990 Bonds and (ii) the total amount of funds previously transferred and to be transferred from the Construction Account: Series 1990 Bonds to the Debt Service Reserve Account exceeds (b) 10% of the proceeds of the Series 1990 Bonds.

Article IV.

Sewer Revenue Fund And Accounts.

SECTION 401. Revenue Obligation. The Series 1990 Bonds shall have a claim for payment solely and only from the Net Revenues of the Sewer System and the various Accounts of the Sewer Revenue Fund referred to in this Article IV and in Article III of this Ordinance. The Series 1990 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and each Series 1990 Bond shall contain a statement to that effect.

SECTION 402. Sewer Revenue Fund. There has been created and there exists a separate fund of the City with the Treasurer designated the Sewer Revenue Fund into which the Gross Revenues of the Sewer System are and shall be deposited as collected. The Sewer Revenue Fund shall continue as a separate fund of the City. The Sewer Revenue Fund shall constitute a trust fund and has been and is irrevocably pledged to the Registered Owners of the Bonds from time to time Outstanding for the sole purpose of carrying out the covenants, terms and conditions of this Ordinance and the bond ordinances authorizing the issuance of Bonds and shall be used only as provided in this Ordinance in (a) paying Operation and Maintenance Costs, (b) paying the principal of, redemption premium, if any, and interest on all Bonds, and (c) establishing and maintaining (for the purposes specified in this Ordinance) the accounts in the Sewer Revenue Fund described in Section 403 of this Ordinance and all other reserve funds or accounts which are required to be established and maintained in the ordinances authorizing the issuance of Bonds; provided that any funds available after these requirements have been satisfied or which are not necessary to satisfy these requirements may

be used for any lawful purpose of the Sewer System. A lien on and security interest in the Net Revenues and the various Accounts of the Sewer Revenue Fund referred to in this Article IV and Article III of this Ordinance is granted to the Registered Owners of the Bonds Outstanding from time to time subject to amounts in the various Accounts being deposited, credited and expended as provided in this Ordinance. This pledge and grant of a lien and security interest is effective immediately upon the issuance of the Series 1990 Bonds without the requirement of any further act or filing and is superior to the claims of any other person whether or not they have notice of this pledge or grant. Nothing in this Ordinance shall prevent the City from commingling the money in the Sewer Revenue Fund (except for the Accounts to which reference is made in paragraphs (b) and (c) of Section 404 and in Section 303 of this Ordinance) with other money, funds and accounts of the City. Any advance by the City to the Sewer Revenue Fund from other funds of the City shall have a claim for reimbursement only from amounts in the Sewer Revenue Fund not required for deposit in the various accounts specified in paragraphs (a) through (e) of Section 404 of this Ordinance.

SECTION 403. Sewer Revenue Fund Accounts. There have been created and there exist separate accounts in the Sewer Revenue Fund designated the "Operation and Maintenance Account", the "Debt Service Account", the "Debt Service Reserve Account", the "Depreciation, Improvement and Extension Account" and the "Contingencies and Construction Reserve Account". These various accounts shall be held by the Treasurer except that the Debt Service Account and the Debt Service Reserve Account shall each be held by a Depository. The Sewer Revenue Fund may also have within it certain accounts designated as a cost of issuance account or a construction account as provided for in ordinances authorizing the issuance of Series of Bonds.

SECTION 404. Application of Revenues. The Gross Revenues shall be transferred, without any further official action or direction, to the following accounts in the order in which those accounts are listed below, for use in accordance with the provisions of this Section 404 (except that transfers required to be made to the Rebate Fund may be made as required by Section 508 of this Ordinance).

(a) **Operation and Maintenance Account.** On or before the first day of each month, there shall be credited to the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in that Account, to establish a balance equal to the amount needed to pay Operation and Maintenance Costs, when due, for that month and the next month.

(b) Debt Service Account. On or before the first day of each month, there shall be transferred to the Debt Service Account and held, in cash and Permitted Investments (subject to the provisions of Section 405 of this Ordinance), at least one-sixth (1/6th) of the amount of the interest becoming due on the next succeeding interest payment date on all Outstanding Bonds; and on or before the first day of each month, there shall also be transferred to the Debt Service Account and held in cash and Permitted Investments (subject to the provisions of Section 405 of this Ordinance), at least one-twelfth (1/12th) of the amount of the principal becoming due, or subject to mandatory redemption, on the next succeeding principal maturity date of Outstanding Bonds occurring after that month until there shall have been accumulated and held, in cash and investments, in the Debt Service Account prior to such maturity date of interest or principal, or both, an amount sufficient to pay such principal or interest, or both.

Deposits to the Debt Service Account may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and Permitted Investments (subject to the provisions of Section 405 of this Ordinance), in that Account to meet principal and interest requirements for the balance of such Fiscal Year, but such deposits shall again be resumed in the next Fiscal Year.

Except as may be required to be credited to the Rebate Fund, all moneys deposited in the Debt Service Account shall be used only for the purpose of paying interest of and principal, and applicable redemption premium on, Outstanding Bonds.

(c) Debt Service Reserve Account. When any money is transferred out of the Debt Service Reserve Account, there shall be transferred, on or before the first day of each succeeding month, to that Account an amount not less than one twenty-fourth (1/24th) of the amount so paid out of that Account. When there is a deficiency in the Debt Service Reserve Account after a valuation as provided in Section 405 of this Ordinance, any such deficiency shall be made up not later than the next succeeding valuation date.

Except as may be required to be credited to the Rebate Fund and except for amounts in excess of the Debt Service Reserve Requirement (which excess amounts shall be transferred to the Debt Service Account), amounts on deposit in the Debt Service Reserve Account shall be used to pay scheduled principal of or interest and applicable redemption premium on the Outstanding Bonds at any time when there are insufficient funds available in the Debt Service Account for that purpose.

All or any part of Debt Service Reserve Requirement may be met by deposit with the Depository of a Reserve Account Credit Instrument. A Reserve Account Credit Instrument shall, for purposes of determining the value of the amounts on deposit in the Debt Service Reserve Account, be valued at the Reserve Account Credit Instrument Coverage for the Reserve

Account Credit Instrument except as provided in the next sentence. If a Reserve Account Credit Instrument is to terminate (or is subject to termination) prior to the last principal payment date on any Outstanding Bond, then the Reserve Account Credit Instrument Coverage of that Reserve Account Credit Instrument shall be reduced each year, beginning on the date which is four years prior to the first date on which the Reserve Account Credit Instrument is to terminate (or is subject to termination), by twenty-five percent (25%) of the coverage in each of the years remaining prior to such date, provided that if by the terms of the Reserve Account Credit Instrument and the terms of the related ordinance, the City has the right and duty to draw upon the Reserve Account Credit Instrument prior to its termination for deposit in the Debt Service Reserve Account (if and to the extent a substitute Reserve Fund Credit Instrument is not deposited in the Debt Service Reserve Account) all or part of its Reserve Account Credit Instrument Coverage, then the reduction shall be in an amount equal to the difference between (i) the Debt Service Reserve Requirement and (ii) the sum of the amounts on deposit in the Debt Service Reserve Account and the amount which the City may draw under the Reserve Account Credit Instrument prior to its termination for deposit in the Debt Service Reserve Account. Any amounts in the Debt Service Reserve Account which are not required to be transferred to the Debt Service Account may, from time to time, be used to pay costs of acquiring a Reserve Account Credit Instrument or to make payments due under a Reimbursement Agreement, but only if after such payment, the value of the Debt Service Reserve Account shall not be less than the Debt Service Reserve Requirement. The City may provide by resolution for the pledge of and grant of a lien on and security interest in the amounts on deposit in the Debt Service Reserve Account to any Provider to secure the City's obligation to make payments under a related Reimbursement Agreement, provided that any such lien or security interest shall be junior in priority to any claim for the benefit of the Registered Owners of the Outstanding Bonds.

After the deposit of a Reserve Account Credit Instrument into the Debt Service Reserve Account and after the City has received notice of the value of the Debt Service Reserve Account after such deposit, the Comptroller may then direct the transfer from the Debt Service Reserve Account to any account of the Sewer Revenue Fund of any amounts in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement. In the event that the rating attributable to any Provider of a Reserve Account Credit Instrument held in the Debt Service Reserve Account shall fall below that required as provided in this Ordinance, the City shall use all reasonable efforts to replace, as soon as possible, such Reserve Account Credit Instrument with a Reserve Account Credit Instrument which shall meet such requirements.

(d) Depreciation, Improvement and Extension Account. If on the first day of any month the balance in the Depreciation, Improvement and Extension Account is less than the Depreciation, Improvement and Extension Account Requirement, an amount not less than one-sixtieth (1/60th) of the amount

required to be on deposit in the Account in order to make the balance in it equal the Depreciation, Improvement and Extension Account Requirement, shall be credited to that Account until the balance in it equals the Depreciation, Improvement and Extension Account Requirement. Subsequently, no additional funds shall be credited to that Account except that when any amount is paid out and charged to such Account, credits to the Account shall be resumed as provided above until the balance in the Account has been restored to the Depreciation, Improvement and Extension Account Requirement.

Except as may be required to be deposited to the Rebate Fund, amounts to the credit of the Depreciation, Improvement and Extension Account shall be used for (i) the payment of the cost of extraordinary maintenance, repairs or replacements, or equipment, or contingencies, the payment for which no other funds are available, in order that the Sewer System may at all times be able to render efficient service, and (ii) the payment of principal of or interest, and applicable redemption premium, on any Outstanding Bonds at any time when there are no other funds available for that purpose in order to prevent a default, and shall be transferred to the Debt Service Account for such purpose.

(e) Contingencies and Construction Reserve Account. All money remaining in the Sewer Revenue Fund, after crediting and transferring the required amounts to the respective Accounts provided for, and after making up any deficiencies in the Accounts described in paragraphs (a) through (d), inclusive, of this Section 404 shall be credited to the Contingencies and Construction Reserve Account. Except as may be required to be deposited to the Rebate Fund, money in that Account shall first be used to make up any subsequent deficiencies in any of the Accounts and then, at the discretion of the City, shall be used for one or more of the following purposes in the order determined by the City:

(i) For the purpose of calling and redeeming Outstanding Bonds which are callable at the time; or

(ii) For the purpose of purchasing Outstanding Bonds at the time at a price of not to exceed their principal amount and accrued interest to the date of purchase and the redemption premium at the next optional redemption date; or

(iii) For the purpose of paying principal and interest, and applicable premium, on any bonds or obligations issued for any purpose for which Parity Bonds may be issued under this Ordinance or to refund or purchase any such bonds or obligations issued for a purpose for which Parity Bonds may be issued under this Ordinance.

At the discretion of the City, money in the Contingencies and Construction Reserve Account may also be used for the purpose of constructing or acquiring repairs, replacements, renewals, equipment, improvements or extensions to the Sewer System, or any other lawful purpose related to the Sewer System.

SECTION 405. Investments. Funds in the Accounts described in paragraphs (b) through (d) of Section 404 of this Ordinance shall be invested in Permitted Investments, except that funds in the Debt Service Account and the Debt Service Reserve Account only shall be invested in investments described in clause (a) of the definition of Permitted Investments and shall be scheduled to mature before needed for the respective purposes of each of such Accounts. All Investment Earnings on any such Accounts so invested as provided in this Section 405 shall be credited to the Sewer Revenue Fund and shall be considered Gross Revenues. For purposes of determining whether sufficient cash and investments are on deposit in such Accounts under the terms and requirements of this Ordinance, investments shall be valued at cost or market price, whichever is lower, on or about December 31 in each year.

There shall be set aside in the separate fund previously created and designated as the "Rebate Fund", all amounts required to be rebated to the United States of America pursuant to Section 508 of this Ordinance or pursuant to similar requirements for any other series of Bonds. Amounts on deposit in the Rebate Fund for any series of Bonds shall be held in trust for the benefit of the United States of America by a Depository designated by the Treasurer. Amounts held in the Rebate Fund shall not be available for the payment of principal of, premium, if any, and interest on the Bonds.

Article V.

General Covenants.

The City covenants and agrees with the Registered Owners of the Series 1990 Bonds as follows:

SECTION 501. Maintenance and Continued Operation of Sewer System. The City will maintain the Sewer System in good repair and working order, will continuously operate the same on a Fiscal Year basis, will promptly construct the Projects, and will punctually perform all duties with respect to the Sewer System required by the Constitution and laws of the State of Illinois.

So long as the Series 1990 Bonds are Outstanding, the City will continue to operate the Sewer System as a revenue-producing system so as to produce Gross Revenues sufficient to satisfy the covenants of this Ordinance.

SECTION 502. Sewer Rates. The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Sewer System sufficient at all times to (a) pay Operation and Maintenance Costs and (b) produce Net Revenues sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and applicable redemption premium and interest on all Bonds then Outstanding from time to time and to establish and maintain all reserve funds or accounts as may be covenanted for in ordinances authorizing the issuance of Bonds, which Net Revenues shall each Fiscal Year at least equal 115% of the Debt Service Requirement for the Fiscal Year on all Bonds then Outstanding. These fees, charges and rates shall not be reduced while any Bonds are Outstanding below the level necessary to ensure compliance with the covenants of this Section 502.

The City will, prior to the end of each Fiscal Year, conduct a review to determine if it has been and will be in compliance with the rate covenant set forth above. Whenever the annual review indicates that projected Gross Revenues will not be sufficient to comply with the rate covenant, the City shall have prepared a rate study for the Sewer System identifying the rate changes necessary to comply with the rate covenant and the Office of Budget and Management of the City and Comptroller shall, prior to the end of each Fiscal Year, recommend appropriate action to the City Council to comply with this rate covenant. Copies of the rate study shall be provided to any Registered Owner of Bonds upon request.

SECTION 503. Repairs, Replacements, Additions, Betterments. The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Sewer System so that the Sewer System may at all times be operated efficiently, economically and properly. When any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Sewer System shall be at all times fully maintained.

SECTION 504. Control and Operation of Sewer System. The City will establish such rules and regulations for the control and operation of the Sewer System as are necessary for the safe, lawful, efficient and economical operation of the Sewer System.

SECTION 505. Books and Records. The City will make and keep proper books, records and accounts (separate and apart from all other books, records and accounts of the City) in which correct and complete entries shall be made of all transactions relating to the Sewer System. Within 180 days following the close of each Fiscal Year, the City will cause the financial statements of the Sewer System to be audited by independent certified

public accountants. Such audited financial statements will be available for inspection by the Registered Owners of any of the Bonds. The financial statements shall, without limiting the generality of the foregoing, include the following:

(a) A statement of revenue and expenses of the Sewer System for each Fiscal Year.

(b) A balance sheet as of the end of such Fiscal Year, including the amounts in each of the funds and accounts of the Sewer Revenue Fund.

(c) A statement of changes in cash flows of the Sewer System for such Fiscal Year.

(d) The amounts, maturities, interest rates and redemption provisions of all Outstanding Bonds.

All expenses of the audit required by this provision shall be regarded and paid as an Operation and Maintenance Cost.

The accountants who audit such financial statements shall also prepare a separate compliance letter regarding the manner in which the City has complied with the financial covenants of this Ordinance, which compliance letter may be prepared on a different basis than that of the financial statements. A copy of the financial statements shall be provided to any Registered Owner of Bonds upon request.

SECTION 506. Sewer System Dispositions or Encumbrances. The City will not sell, lease, loan or mortgage or in any manner dispose of or encumber the Sewer System (subject to the right of the City to issue Parity Bonds as provided in this Ordinance, to issue bonds payable from the Net Revenues of the Sewer System on a basis subordinate to the Bonds, and to dispose of real or personal property which is no longer useful or necessary to the operation of the Sewer System).

SECTION 507. No Arbitrage. The City will not direct or permit any action which (or fail to take any action the failure of which) would cause any Series 1990 Bond to be an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations under that Code as promulgated and as amended from time to time and as applicable to the Series 1990 Bonds.

SECTION 508. Special Tax Covenant. The covenants and agreements of the City set forth in this Section 508 shall apply as long as any of the Series 1990 Bonds continue to bear interest (whether or not they are Outstanding Bonds within the meaning of this Ordinance) and shall also apply after the Series 1990 Bonds cease to bear interest but within such

subsequent period as shall be required for the City to comply with the covenants of this Section 508. At the discretion of the Comptroller, the Comptroller may execute an agreement in the name of and on behalf of the City to ensure compliance with the requirements of this Section 508.

(a) The City (i) will take all actions which are necessary to be taken (and avoid taking any action which it is necessary to avoid being taken) so that interest on the Series 1990 Bonds will not be or become subject to federal income taxation under present law, and (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which it is necessary to avoid) so that interest on the Series 1990 Bonds will not be or become includible in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time.

(b) The City will, without limitation, (i) restrict the yield on investments of amounts received upon the sale of the Series 1990 Bonds and other amounts, and (ii) timely rebate to the United States of America certain amounts which may be received as interest or other investment earnings on the Sewer Revenue Fund and its Accounts and those accounts established by this Ordinance, all as shall be necessary to comply with this paragraph. The City shall also make or cause to be made identifiable investments of amounts allocable to the Series 1990 Bonds as shall be necessary or appropriate in order to be able to ascertain the amounts which may be required so to be rebated to the United States of America. The City shall from time to time determine the amounts in the Sewer Revenue Fund and its Accounts and accounts established by this Ordinance which shall be subject so to be rebated and those amounts from time to time shall be held by the City in the Rebate Fund for the Series 1990 Bonds and shall be rebated to the United States of America in the amounts and at the times as required. Such amounts so subject from time to time so to be rebated shall not be available for the other purposes for which the Sewer Revenue Fund and its Accounts and accounts established by this Ordinance may be applied, and, for purposes of computing the balance in the Sewer Revenue Fund and such various accounts shall be disregarded. At the time of delivery of the Series 1990 Bonds, and from time to time after their delivery, the City shall provide instructions to appropriate officials as to the restrictions to be made on the yield and segregation of investments and as to the calculations and rebate of amounts to the United States of America, as are required in order for the City to comply with this Section 508.

(c) The City will not take any of the following actions without in each such event obtaining the opinion of nationally recognized bond counsel (which may represent the City from time to time in other matters) that such action will not contravene any covenant of this Ordinance and will not make compliance with those covenants impossible: (i) optionally redeem any Bonds; (ii) defease or refund any Bonds; (iii) sell, lease or otherwise dispose of any material portion of the Sewer System; (iv) enter into or amend any short-term or long-term contract for sewer service by the City other than

pursuant to general rates charged to the general public; or (v) enter into or amend any contract or arrangement for persons other than its employees to manage the Sewer System.

(d) The provisions of this Section 508 shall not be interpreted to impose upon the City any obligation to redeem or to purchase any Series 1990 Bonds, other than with proceeds or other amounts available under this Ordinance.

Article VI.

Issuance Of Additional Bonds.

SECTION 601. Parity Bonds. As long as there are any Outstanding Series 1990 Bonds, no Bonds, notes or other obligations of any kind which are payable from Net Revenues on an equal and ratable basis with the Series 1990 Bonds shall be issued, except Parity Bonds which may be issued for the purpose of paying the cost of repairs, replacements, renewals, improvements, equipment or extensions to the Sewer System, funding capitalized interest and reserve funds for Bonds or particular series of Bonds, funding working capital for the Sewer System, or for refunding Outstanding Bonds and then only upon compliance with the following conditions:

(a) The funds required to be transferred to the respective Accounts described in subsections (a) through (d) of Section 404 of this Ordinance shall have been credited in full up to the date of the delivery of such Parity Bonds; and

(b) The Ordinance authorizing the issuance of Parity Bonds shall require either (i) the transfer at the time of the delivery of such Parity Bonds of sufficient proceeds of such Parity Bonds or Net Revenues, or the deposit of a Reserve Account Credit Instrument to the extent permitted under the ordinances authorizing the Outstanding Bonds, or any combination of Bond proceeds, Net Revenues and Reserve Account Credit Instruments permitted under the ordinances authorizing the Outstanding Bonds, to the Debt Service Reserve Account so that the balance in such account is at least equal to the Debt Service Reserve Requirement, or (ii) equal monthly transfers to the Debt Service Reserve Account during a period not exceeding 24 months following the delivery of such Parity Bonds sufficient to cause the balance in the Debt Service Reserve Account to be an amount at least equal to the Debt Service Reserve Requirement; and

(c) Net Revenues for the last completed Fiscal Year prior to the issuance of the Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues for such last completed Fiscal Year, adjusted as described below, shall equal at least 115% of the maximum annual Debt Service Requirement for Bonds which will be Outstanding Bonds following the issuance of the proposed Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Parity Bonds and the application of the proceeds of any Bonds as provided in the ordinance authorizing their issuance, sale and delivery. Net Revenues may be adjusted as follows for purposes of this paragraph (c):

(i) If there shall have been an increase in the rates of the Sewer System from the rates in effect for such last completed Fiscal Year, which increase is in effect at the time of the issuance of any such Parity Bonds, Net Revenues may be adjusted to reflect the Net Revenues for such last completed Fiscal Year as they would have been had the existing rates been in effect during all of that last completed Fiscal Year; and

(ii) Any such adjustment shall be evidenced by the certificate of an Independent Consulting Engineer or an independent certified public accountant employed for that purpose, which certificate shall be filed and approved by the City Council prior to the sale of the proposed Parity Bonds.

If during the first six months of a Fiscal Year, an audit of the Sewer System for the preceding Fiscal Year by an independent certified public account is not available, the conditions of paragraph (c) shall be deemed to have been satisfied if both (1) Net Revenues for the second preceding Fiscal Year (as shown by the audit of an independent certified public accountant), adjusted as described in paragraph (c) above, and (2) Net Revenues for the preceding Fiscal Year (as estimated by the Comptroller and either estimated by an Independent Consulting Engineer or certified by an independent certified public accountant based on a review the scope of which, as specified by such accountant, may be less complete than an audit), adjusted as described in paragraph (c) above, shall equal at least 115% of the maximum Debt Service Requirement for any Fiscal Year for Bonds which will be Outstanding Bonds following the issuance of the proposed Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Parity Bonds and the application of the proceeds of any Bonds as provided in the ordinance authorizing their issuance, sale and delivery. The provisions of this paragraph shall not be in effect until the Series 1986 Bonds are or will be no longer Outstanding Bonds upon the issuance of the proposed Parity Bonds.

No Parity Bonds shall be issued for the purpose of funding capitalized interest and reserve funds for Bonds or particular series of Bonds, or funding

working capital for the Sewer System, until the Series 1986 Bonds are or will be no longer Outstanding Bonds upon the issuance of the proposed Parity Bonds.

(d) Provided that the Series 1986 Bonds are or will be no longer Outstanding Bonds upon the issuance of the proposed Parity Bonds, the City may issue Parity Bonds without complying with either of the tests in paragraph (c) of this Section 601:

(i) to pay, redeem or refund Bonds if in the judgment of the City there will be no money available to make payments of interest or principal of those Bonds (at maturity or on sinking fund installment dates) as such amounts become due; and

(ii) to pay, redeem or refund any Bonds if the total Debt Service Requirement on all Bonds Outstanding after the issuance of the Parity Bonds and the payment, redemption or refunding of such Bonds will not be in excess of the total Debt Service Requirement on all Bonds Outstanding prior to the issuance of the Parity Bonds in each Fiscal Year in which there was to be any Debt Service Requirement on those prior Bonds.

SECTION 602. Subordinate Obligations. Other obligations, including bonds, may be issued payable from Net Revenues on a basis subordinate to the Outstanding Bonds.

Article VII.

Defeasance.

SECTION 701. Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of the Series 1990 Bonds then Outstanding, the principal, redemption premium, if any, and interest to become due on the Series 1990 Bonds, at the times and in the manner stipulated in this Ordinance and in the Series 1990 Bonds, then the covenants, agreements and other obligations of the City to the Registered Owners of the Series 1990 Bonds shall be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the City all moneys or securities held by it pursuant to this Ordinance which are no longer required for the payment or redemption of Series 1990 Bonds not already then surrendered for such payment or redemption.

(b) Series 1990 Bonds for the payment or redemption of which money shall have been set aside and shall be held in trust by the Paying Agent (through deposit by the City of funds for such payment or redemption or otherwise), whether at or prior to the maturity or the redemption date of such Series 1990 Bonds, shall be deemed to have been paid within the meaning of and with the effect expressed in paragraph (a) of this Section 701. All Series 1990 Bonds shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section 701 if:

(i) there shall have been deposited with such Paying Agent either money in an amount which shall be sufficient, or Government Obligations the principal of and interest on which when due will provide money which, without reinvestment, when added to the money, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay the principal of those Series 1990 Bonds at maturity, or on sinking fund installment dates for term Series 1990 Bonds, or the principal, redemption premium, if any, and interest due and to become due on those Series 1990 Bonds on and prior to the redemption date or maturity date (or sinking fund installment dates for term Series 1990 Bonds) of the Series 1990 Bonds, as the case may be;

(ii) in case any of the Series 1990 Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Bond Registrar irrevocable instructions to give any required notice of redemption as provided in Article II of this Ordinance, which instructions the Bond Registrar has accepted in writing; and

(iii) the City shall receive an opinion of nationally recognized bond counsel to the effect that the defeasance of the Series 1990 Bonds shall not cause interest on the Series 1990 Bonds to be included in "gross income" of the owners thereof for federal income tax purposes.

(c) Neither Government Obligations nor moneys deposited with the Paying Agent pursuant to this section nor principal or interest payments of any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal (at maturity or pursuant to mandatory sinking fund redemption), redemption premium, if any, and interest on those Series 1990 Bonds, provided that any cash received from such principal or interest payments on such Government Obligations, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in principal amounts sufficient to pay when due the principal, redemption premium, if any, and interest to become due on those Series 1990 Bonds on and prior to such redemption date or maturity date of the Series 1990 Bonds, as the case may be.

SECTION 702. Unclaimed Moneys. Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Series 1990 Bonds which remain unclaimed for six years after the date of deposit of such moneys if deposited with the Paying Agent after the date when the Series 1990 Bonds became due and payable shall, at the written request of the City, be repaid by the Paying Agent to the City, as its absolute property and free from trust, and the Paying Agent shall then be released and discharged with respect to such amounts and the Registered Owners of the Series 1990 Bonds shall look only to the City for the payment of such Series 1990 Bonds, provided that before being required to make any such payment to the City, the Paying Agent shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in a daily newspaper of general circulation in the City of Chicago and in *The Bond Buyer*, published in the City of New York, State of New York, or in the event that journal ceases publication, then in a financial newspaper of general circulation in the City of New York, a notice that those moneys remain unclaimed and that, after a date named in the notice, which date shall be not less than 30 days after the date of the first publication of the notice, the balance of such moneys then unclaimed will be returned to the City.

Article VIII.

Amendment Of The Ordinance.

SECTION 801. Amendment of the Ordinance. Subject to Sections 802 and 803 of this Ordinance, the City may amend or modify this Ordinance from time to time and may modify the rights and obligations of the City and of the Registered Owners of the Series 1990 Bonds by adopting a supplemental ordinance to this Ordinance. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal of, redemption premium, if any, or interest on any Series 1990 Bond without the express consent of the Registered Owner of such Series 1990 Bond, nor permit the creation by the City of any mortgage, pledge, lien or security interest on the Sewer System, or upon the Net Revenues or other moneys pledged or held pursuant to this Ordinance, other than those contemplated by this Ordinance, including Section 802, nor permit the preference or priority of any Bond over any other Bonds, nor reduce the percentages of Series 1990 Bonds required for the written consent to an amendment or modification of this Ordinance, nor modify any of the rights or obligations of the Paying Agent at the time acting pursuant to this Ordinance without the written consent of such Paying Agent.

SECTION 802. Amendments Without Written Consent. The City may amend or modify this Ordinance from time to time for any one or more of the following purposes without obtaining the prior written consent of any of the Registered Owners of the Series 1990 Bonds:

(1) To add additional covenants and agreements of the City for the purpose of further securing the payment of the Series 1990 Bonds, provided that such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the City contained in this Ordinance;

(2) To prescribe further limitations and restrictions upon the issuance of Parity Bonds and the incurring of obligations by the City which are not contrary to or inconsistent with the limitations and restrictions on such issuance or incurring of obligations in effect prior to the adoption of such supplemental ordinance;

(3) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Ordinance;

(4) To confirm as further assurance any covenant, lien, pledge or security interest created or recognized by the provisions of this Ordinance;

(5) To take any further action necessary or desirable for the collection and application of Net Revenues sufficient to pay the Series 1990 Bonds as to principal, at maturity or on mandatory sinking fund installment dates, and to pay interest on the Series 1990 Bonds as it falls due;

(6) To correct any ambiguity or defect or inconsistent provisions in this Ordinance or to insert such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable, provided that any such amendments or modifications are not contrary to or inconsistent with this Ordinance as in effect prior to the adoption of any such supplemental ordinance, and provided further that any such amendments or modifications are not adverse to the interests of the Registered Owners of the Series 1990 Bonds.

SECTION 803. Amendments by Two-Thirds Consent of Registered Owners. The City may amend or modify this Ordinance from time to time for any purpose other than one or more of the purposes not prohibited in Section 801 and not authorized by Section 802 of this Ordinance only pursuant to the consent of Registered Owners of sixty-six and two-thirds percent (66-2/3%) in principal amount of all Outstanding Series 1990 Bonds by written instrument.

SECTION 804. Method of Obtaining Written Consent of Registered Owners. The City may at any time adopt a supplemental ordinance

amending the provisions of the Series 1990 Bonds or of this Ordinance, to the extent that such an amendment is permitted by the provisions of Section 803 of this Ordinance, to take effect when and as provided in this section. A copy of such supplemental ordinance, together with a written consent form, shall be mailed by the City to Registered Owners of the Series 1990 Bonds, first class mail, postage prepaid, at the address appearing for such Registered Owner upon the bond register maintained by the Bond Registrar. Failure to mail copies of such supplemental ordinance and written consent form to any Registered Owner shall not affect the validity of the supplemental ordinance when assented to as provided in this Article VIII.

A supplemental ordinance adopted in accordance with this section shall not be effective unless and until there shall have been filed with the City the written consents of the Registered Owners of percentages in principal amount of Outstanding Series 1990 Bonds specified in Section 803 of this Ordinance as provided in this paragraph. Each such consent shall be effective only if accompanied by proof of ownership of the Series 1990 Bonds for which such consent is given, which proof shall be such as the City may prescribe from time to time. Any such consent shall be binding upon the Registered Owner of the Series 1990 Bonds giving such consent and on any subsequent Registered Owner (whether or not such subsequent Registered Owner has notice of the consent) unless such consent is revoked in writing by the Registered Owner giving such consent or a subsequent Registered Owner by filing a notice of revocation with the City prior to the first date when the notice provided for in the next sentence of this paragraph has been given. After the Registered Owners of the required percentages of Series 1990 Bonds shall have filed their consents to the supplemental ordinance, the City shall mail a notice to the Registered Owners of the Series 1990 Bonds, in the manner provided in the first paragraph of this section for the mailing of the supplemental ordinance and request for consent, stating in substance that the supplemental ordinance has been consented to by the Registered Owners of the required percentages of Series 1990 Bonds and will be effective as provided in this section. A certificate of the City reciting compliance with the provisions of this section shall be filed with the Paying Agent and shall be proof of the matters stated until the contrary is proved, and the supplemental ordinance shall be deemed conclusively binding upon the City and the Registered Owners of all Series 1990 Bonds at the expiration of sixty (60) days after the filing with the City of the certificate, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding commenced within such sixty (60) day period.

SECTION 805. Endorsement of Series 1990 Bonds. Series 1990 Bonds authenticated and delivered after the effective date of any action taken by the Registered Owners of Series 1990 Bonds as provided in this Article may bear a notation by endorsement or otherwise in form approved by the City as to such action, and in that case upon demand of the Registered Owner of any Series 1990 Bond Outstanding at such effective date and presentation of his

or her Series 1990 Bond for that purpose at the office of the City or at such additional offices as the City may select and designate for that purpose, a suitable notation shall be made on such Series 1990 Bond. If the City shall so determine, new Series 1990 Bonds so modified as to conform to such Registered Owners' action shall be prepared, authenticated and delivered, and upon demand of the Registered Owner of any Series 1990 Bond then Outstanding shall be exchanged in the City of Chicago, without cost to any Registered Owner, for any Outstanding Series 1990 Bonds, upon surrender of such Series 1990 Bond.

Article IX.

General Provisions.

SECTION 901. Authority. This Ordinance is adopted pursuant to the powers of the City as a home rule unit under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois. The appropriate officers of the City are authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance and the Series 1990 Bonds.

SECTION 902. Authorized Signatures. The Mayor and the Comptroller may each designate another to act as their respective proxies and to affix their respective signatures to the Series 1990 Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the Comptroller pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Comptroller, respectively. A written signature of the Mayor or of the Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of Proceedings of the City Council and filed with the Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Comptroller is so affixed to an instrument, certificate or document at the direction of the Comptroller, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

SECTION 903. Conflict. To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order, is in conflict with or is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 904. Severability. If any section, paragraph, clause or provision of this Ordinance, the Bond Purchase Agreement, or the Official Statement described in Section 212(c) of this Ordinance, including without limitation any provision of this Ordinance relating to the entering into of any one or more of such documents, 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 905. Registered Owner Remedy. Any Registered Owner of a Series 1990 Bond may proceed by civil action to compel performance of all duties required by this Ordinance, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Sewer System, and the application of the Gross Revenues as provided by this Ordinance.

SECTION 906. Contract. The provisions of this Ordinance shall constitute a contract between the City and the Registered Owners of the Series 1990 Bonds, and no changes, additions or alterations of any kind shall be made to that contract except as provided in this Ordinance, including Article VIII, so long as the Series 1990 Bonds are Outstanding.

SECTION 907. Appropriation. The provisions of this Ordinance constitute an appropriation of the amounts received upon the sale of the Series 1990 Bonds for the purposes specified in Section 202 of this Ordinance and an appropriation of the Net Revenues for deposit in the various accounts in Article IV of this Ordinance and for payment of principal of, redemption premium, if any, and interest on the Series 1990 Bonds as provided in this Ordinance.

SECTION 908. Headings. Any headings preceding the texts of the several Articles and Sections of this Ordinance and the table of contents shall be solely for convenience of reference and shall not constitute a part of this Ordinance nor shall they affect its meaning, construction or effect.

SECTION 909. Publication, Effectiveness. This Ordinance shall be published in pamphlet form by the Clerk, by causing to be printed at least 100 copies of this Ordinance, 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. This Ordinance shall be in full force and effect ten (10) days after its adoption, and publication as provided above.

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

Exhibit "A".

[Form Of Series 1990 Serial And Term Bond]

[Form Of Face Of Series 1990 Serial And Term Bond]

United States Of America

State Of Illinois

City Of Chicago

Wastewater Transmission Revenue Bond

Series 1990.

Bond No.: R- _____

Principal Sum: \$ _____

Date of Bond: _____

Interest Rate Per Year: _____%

Date of Maturity: _____

Registered Owner: _____

The City of Chicago, Illinois (the "City"), for value received, promises (a) to pay to the Registered Owner specified above or that person's registered assignee the Principal Sum of this Bond specified above on the Date of Maturity specified above and (b) to pay to the Registered Owner of this Bond interest on that sum at the Interest Rate Per Year specified above, from the Date of Bond specified above to the date of payment of this Bond, payable semiannually on May 15 and November 15, with the first interest payment date being May 15, 1991. Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this Bond is payable on each interest payment date by check or draft mailed to the person in whose name this Bond is registered in the bond register kept by Continental Bank, National Association (the "Bond Registrar") at the close of business on the last day (whether or not a business day) of the calendar month next preceding such interest payment date at

such person's address as it appears in the bond register. Principal of and premium, if any, on this Bond are payable only upon presentation and surrender of this Bond for cancellation at the principal corporate trust office of Continental Bank National Association, Chicago, Illinois (the "Paying Agent"). Payments shall be made in lawful money of the United States of America.

This Bond is one of a duly authorized issue of bonds of the City designated "Wastewater Transmission Revenue Bonds, Series 1990", issued in the aggregate principal amount of \$ _____ (the "Bonds") under and pursuant to the provisions of an ordinance duly adopted by the City Council of the City on _____, 1990 (the "Bond Ordinance"). The Bonds are authorized for the purpose of providing funds (1) for the payment of the costs of constructing extensions and improvements to the City's Sewer System, including costs of issuance of the Bonds, (2) for deposit into a debt service reserve account pursuant to the Bond Ordinance and (3) to provide for discount on the Series 1990 Bonds.

The Bonds are limited obligations of the City with a claim for payment solely from the net revenues derived from the operation of the City's Sewer System on a parity with other outstanding obligations of the City, and additional parity bonds which may be issued as permitted by the Bond Ordinance, that are payable from the net revenues of the Sewer System. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. Under the Bond Ordinance, the entire revenues received from the operation of the Sewer System are required to be deposited in a separate fund designated the "Sewer Revenue Fund of the City of Chicago" (the "Sewer Revenue Fund"). The Sewer Revenue Fund is required to be used only and is irrevocably pledged for (1) paying the costs of operating and maintaining the Sewer System, (2) paying outstanding obligations of the City, including the Bonds, that are payable by their terms from the net revenues of the Sewer System, and (3) establishing and maintaining all funds or accounts which are required to be established and maintained by the bond ordinances authorizing wastewater transmission revenue bonds of the City, subject to expenditure as provided in those ordinances, provided that any funds available after these requirements have been satisfied or which are not necessary to satisfy these requirements may be used for any lawful purpose of the Sewer System.

No official, officer, member of the City Council, agent or employee of the City shall be liable personally on this Bond by reason of the issuance of the Bond.

It is certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law. Provision has been made to deposit in the Sewer Revenue Fund the

entire revenues received from the operation of the Sewer System to be applied in the manner set forth above.

Unless the certificate of authentication on this Bond has been executed by the Authenticating Agent by manual signature, this Bond shall not be entitled to any benefit under the Bond Ordinance, or be valid or obligatory for any purpose.

Reference Is Made To The Further Provisions Of This Bond Set Forth On The Reverse Of This Bond, Which Shall Have The Same Effect As If Set Forth Here.

In Witness Of This Obligation, The City of Chicago, by its City Council, has caused this Bond to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual or facsimile signature of the City Clerk, and its corporate seal to be affixed, impressed or printed on this Bond, all as of _____.

[Signature forms omitted for printing purposes.]

[Form Of Authenticating Agent's Certificate
Of Authentication.]

This Bond is one of the Series 1990 Bonds referred to in the Bond Ordinance.

Continental Bank, National
Association

By: _____
Authorized Officer

[Form Of Back Of Series 1990 Serial And Term Bond.]

[The following seven paragraphs, including the tables, are applicable if any of the Series 1990 Bonds are subject to redemption, in whole or in part, prior to maturity at the option of the City, or are sold as term bonds subject to mandatory sinking fund redemption.]

The Bonds due on or after _____, are subject to redemption prior to maturity at the option of the City, in whole on any date on or after _____ or in part on _____ or on any interest payment date after that date, at the redemption price set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.

Date Of Redemption	Redemption Price
_____ to and including _____	_____ %
_____ to and including _____	_____ %
_____ to and thereafter	_____ %

The Bonds maturing on _____ and _____ are subject to mandatory sinking fund redemption prior to maturity on _____ of each of the years and in the principal amounts set forth in the table below, as selected by lot by the Bond Registrar as provided below, at a price equal to 100% of the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

Bonds Maturing _____

Year	Amount	Year	Amount
	\$		\$

Bonds Maturing _____

Year	Amount	Year	Amount
	\$		\$

To the extent that the Bonds maturing on _____ or _____ have been previously called for redemption in part other than from sinking fund payments, each annual sinking fund payment for the Bonds maturing

on _____ or on _____, as the case may be, shall be reduced by the amount obtained by multiplying the principal amount of the Bonds of such maturity so called for redemption, by the ratio which each such annual sinking fund payment for the Bonds of such maturity bears to the total sinking fund payments then remaining unpaid for the Bonds of such maturity, and by rounding each such payment to the nearest integral amount of \$5,000 consistent with the total principal amount of Series 1990 Bonds of that maturity Outstanding.

In the event of a redemption of less than all the Bonds of a maturity, the Bond Registrar shall assign to each Outstanding Bond of a denomination greater than \$5,000 a distinctive number for each \$5,000 portion of such Bond so as to distinguish each such \$5,000 portion from each other portion of such Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Bond of a denomination of greater than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption to each Registered Owner of Bonds to be redeemed at such Registered Owner's address as shown in the bond register kept by the Bond Registrar and by such other additional method, if any, as the City shall deem appropriate. Notice of redemption shall specify the maturities of the Bonds to be redeemed, the date fixed for redemption and, if less than all of the Bonds of any maturity are to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amounts of such Bonds to be redeemed. Failure to give such notice by mail or a defect in the notice or the mailing as to any Series 1990 Bond will not affect the validity of any proceedings for redemption as to any other Series 1990 Bond as to which notice was given properly and the failure of any Registered Owners of a Series 1990 Bond to receive the notice shall not affect the validity of the redemption.

If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Authenticating Agent shall authenticate and deliver, upon surrender of such Bond, without charge to the Registered Owner thereof, one or more new Bonds of any authorized denomination, of the same maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. If, on the date fixed for redemption, (a) moneys in an amount equal to the redemption price of the Bonds to be redeemed and interest accrued on the Bonds to the redemption date, shall be held by the Paying Agent and are available for such redemption and (b) notice of redemption shall have been

given as described above, interest on the Bonds so redeemed shall cease from and after the date fixed for redemption.

(The following seven paragraphs and the Assignment for Transfer shall appear on all Series 1990 Serial and Term Bonds.)

This Bond is negotiable, subject to the following provisions for registration, registration of transfer and exchange. The City shall maintain books for the registration of this Bond at the principal corporate trust office of the Bond Registrar. This Bond shall be registered on those books.

This Bond is transferable on the bond register upon surrender of this Bond for transfer at the principal corporate trust office of the Bond Registrar, upon which one or more new Bonds of any authorized denomination of like maturity and aggregate principal amount, will be issued to the designated transferee or transferees.

At the option of the Registered Owner, any Bond may be exchanged for another Bond or Bonds of any authorized denomination, of the same maturity and aggregate principal amount, upon surrender of the Bond to be exchanged to the Bond Registrar. Upon such surrender for exchange, the City shall execute and the Authenticating Agent shall authenticate and deliver the Bonds which the Registered Owner making the exchange is entitled to receive.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by the Registered Owner of such Bond or such Registered Owner's duly authorized representative.

In all cases in which Bonds are to be transferred or exchanged, the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed (other than taxes, fees or charges imposed by the City) and to reimburse it for any expenses incurred in connection with such transfer or exchange. The Bond Registrar shall not be required to transfer or exchange any Bond during a period beginning at the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which notice of redemption is given or after notice selecting such Bond for redemption has been given.

The Bonds may be deposited with a fiscal agent in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer.

The City and any agent of the City may deem and treat the person in whose name this Bond is registered as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal, redemption

premium, if any, and interest due on this Bond and for all other purposes. Neither the City nor any agent of the City shall be affected by any notice to the contrary.

[Form Of Assignment For Transfer]

For Value Received, The undersigned, _____, sells, assigns and transfers to _____ (Tax Identification or Social Security No. _____) this Bond and all rights under this Bond, and irrevocably constitutes and appoints _____ attorney to transfer this Bond on the books kept for the registration of this Bond.

Dated: _____

Signature

Notice: The signature must correspond with the name of the Registered Owner as it appears upon the face of the Bond in every particular, without alteration or enlargement or any change.

Exhibit "B".

*\$55,000,000**

City Of Chicago

Cook County, Illinois

Wastewater Transmission Revenue Bonds,

Series 1990.

Bond Purchase Agreement.

** Estimated, subject to change.*

December ___, 1990.

City of Chicago, Illinois
121 North LaSalle Street
Chicago, Illinois 60602

Gentlemen:

The undersigned (hereinafter collectively called the "Underwriters") offer to enter into the following agreement with you, the City of Chicago, Illinois (hereinafter sometimes called the "City"). This offer is made subject to acceptance of this Bond Purchase Agreement on or before 7:00 P.M., Chicago time, on December ___, 1990 and if not so accepted will be subject to withdrawal by the Underwriters.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from you, and you hereby agree to sell to the Underwriters, all (but not less than all) of the \$55,000,000* aggregate principal amount of the Wastewater Transmission Revenue Bonds, Series 1990 (the "Bonds") to be issued under and pursuant to an Ordinance adopted November ___, 1990 (the "Ordinance"), the form of which has heretofore been delivered to the Underwriters. The Bonds shall be dated and shall have the maturities and bear interest at the rate or rates per annum and be payable on the dates shown on the cover page of (Sub)Exhibit A hereto. The aggregate purchase price of the Bonds shall be \$ _____ plus interest accrued on the Bonds from December ___, 1990 to the date of the Closing as hereinafter defined. The initial offering price to the public is shown by the Issue Price Summary attached hereto as (Sub)Exhibit B.

2. Attached hereto as (Sub)Exhibit A is a copy of the Official Statement, including the cover page, the exhibits and all appendices attached thereto, dated December ___, 1990, with respect to the Bonds (the "Official Statement"); in the event the Official Statement has been amended with the Representative's approval between the date hereof and the date upon which the Bonds are delivered to us, the term "Official Statement" as used herein shall refer to the Official Statement as so amended. Except as otherwise provided herein, terms used herein which are defined in the Official Statement shall have the same meaning herein as therein.

* Estimated, subject to change.

3. The Underwriters have heretofore authorized Shearson Lehman Brothers, Inc. (the "Representative") to execute any document on behalf of, exercise any authority of, and otherwise to act for the Underwriters in all matters under or pertaining to this Bond Purchase Agreement.

The Underwriters have executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") attached to this Bond Purchase Agreement and incorporated into this Bond Purchase Agreement by this reference.

The Underwriters understand and acknowledge that the City may declare a default and terminate all existing contracts with the Underwriters if the Underwriters violate any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the Affidavit; and (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Bond Purchase Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy.

Further, the Underwriters understand and acknowledge that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

4. The Underwriters agree to make a bona fide public offering of all the Bonds at the initial offering prices set forth on the cover page of the Official Statement.

5. If the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Bonds upon tender thereof by the City at the Closing as herein provided, the undersigned agrees to pay to the City, an amount equal to one percent (1%) of the aggregate principal amount of the Bonds as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters, and such payment shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults, and the City shall have no further action for damages, specific performance or any other legal or equitable relief against the Underwriters.

6. You represent and warrant to the Underwriters as of the date hereof (and it shall be a condition of the obligation of the Underwriters to purchase and accept delivery of the Bonds at the Closing) that you shall so represent and warrant as of the date of the Closing that:

(a) The City is a municipal corporation and home rule unit of local government, organized and existing under the laws of the State of Illinois. The City is duly authorized to issue the Bonds and to pledge and assign the Net Revenues (as defined in the Ordinance) and the other monies, securities, property and rights pledged pursuant to the Ordinance as security for the payment of principal of and interest on the Bonds, and has complied in all respects with the Constitution and laws of the State of Illinois in connection therewith.

(b) The City Council of the City has: (i) duly passed the Ordinance; (ii) duly authorized the use of the Official Statement and approved the Preliminary Official Statement in connection with the offer, sale and distribution of the Bonds; (iii) duly authorized and approved the execution and delivery of the Bonds and this Bond Purchase Agreement; (iv) duly authorized and approved the performance by the City of its obligations contained in the Official Statement and the Bond Purchase Agreement and the transactions contemplated by such documents and the Official Statement, and, when executed and delivered, all such instruments will constitute valid and legal obligations of the City enforceable in accordance with their terms, except as enforcement may be limited by (A) applicable bankruptcy, insolvency or other laws affecting the rights or remedies of creditors generally of entities similar to the City, and (B) the discretion of courts in granting equitable and similar remedies.

(c) The City has full legal right, power and authority: (i) to enter into this Bond Purchase Agreement; (ii) to issue, sell and deliver the Bonds to the Underwriters pursuant to the Ordinance as provided herein; (iii) to carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Ordinance and the Official Statement, including without limitation the pledge by the City of the Net Revenues as specified in the Ordinance. The passage of the Ordinance and compliance with its provisions do not violate any applicable law or administrative regulation of the State of Illinois or of any department, division, agency or instrumentality thereof or of the United States, or any applicable judgment or decree to which the City is subject or conflict with or constitute a breach of or default under any loan agreement, note, resolution, indenture, agreement or other instrument to which the City is a party or is otherwise subject. The City is able to pay its debts generally as they come due, is not a party to any proceeding as debtor under any bankruptcy or insolvency law and has not authorized the taking of any action to seek relief under any such law.

(d) The City has obtained all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations hereunder and under the Ordinance and the Bonds which the City could reasonably obtain at the time of Closing.

(e) The Bonds and the Ordinance conform to the descriptions thereof contained in the Official Statement; and the Bonds, when issued and delivered in accordance with the Ordinance will be validly issued and outstanding special obligations of the City.

(f) The Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to be stated therein for the purposes for which it is to be used or to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that no representation is made with respect to (i) any information contained in or omitted from the Official Statement in reliance upon and in conformity with written information furnished to the City by any Underwriter through the Representative for use therein, (ii) Appendix B to the Official Statement, (iii) any information contained in the Official Statement under the caption "Description of the Series 1990 Bonds -- Global Book-Entry Form", (iv) any information in or omitted from the Official Statement relating to [a municipal bond insurance provider], and (v) the Tax Exemption section contained in the Official Statement.

(g) No litigation is pending or, to the knowledge of the City, threatened in any court in any way affecting the existence of the City or seeking to restrain or enjoin the issuance, sale and delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Ordinance, this Bond Purchase Agreement, [the surety bond], or contesting or calling into question in any way the completeness or accuracy of the Official Statement, or contesting or calling into question the power of the City or its authority with respect to the Bonds, the Ordinance or the Bond Purchase Agreement.

7. You hereby covenant and agree with the Underwriters that:

(a) The City will make available such information, execute such instruments and take such other action in cooperation with the Representatives as the Representative may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate; provided that the City shall not be obligated to take any action that would subject it to general service of process in any jurisdiction where it is not now so subject or to incur substantial expenses in connection therewith.

(b) If between the date of this Bond Purchase Agreement and the date of the Closing an event occurs which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to be stated therein for the purposes for which it is to be used or to make the statements therein, in the light of the

circumstances under which they were made, not misleading, the City will notify the Underwriters, and if in the opinion of the City or the Representative such event requires an amendment or supplement to the Official Statement, the City will amend or supplement the Official Statement in a form and in a manner jointly approved by the City and the Representative.

(c) Subject to the provisions of Section 10 hereof (relating to the payment of the costs of printing the Preliminary Official Statement and the final Official Statement), the City shall provide the Underwriters within seven (7) business days after the date hereof and in sufficient time to accompany any confirmation that requests payment from any customer, copies of the Official Statement in sufficient quantity to comply with paragraph (b)(4) of Securities and Exchange Commission (the "S.E.C.") Rule 15c2-12 and applicable rules of the Municipal Securities Rulemaking Board (the "M.S.R.B.").

(d) The City will provide the Underwriters with sufficient information and detail, including related corrections to the Official Statement, to comply with S.E.C. Rule 15c2-12 and applicable M.S.R.B. Rules.

(e) The City will apply the proceeds of the Bonds in accordance with the Ordinance.

8. At 10:00 A.M., Chicago time, on December ____, 1990, or at such other time or on such other date as shall have been mutually agreed upon (the "Closing"), the City will deliver to the Underwriters the Bonds in definitive form (or in temporary form unless required by the Representative to be in definitive form pursuant to written notice to the City given not later than ____), duly executed and authenticated, together with the other documents hereinafter mentioned, and the Representative on behalf of the Underwriters will accept such delivery and pay the purchase price of the Bonds in clearinghouse funds. Delivery of the Bonds shall be made and the balance of the Closing shall take place at the offices of Gardner, Carton & Douglas in Chicago, Illinois or at such other place as shall have been mutually agreed upon. The Bonds will be made available for inspection in Chicago, Illinois, not later than the business day prior to Closing.

9. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of its obligations hereunder at or prior to the date of the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds are subject to the performance by the City of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and are

also subject, unless waived by the Representative, to the following conditions:

(a) The representations and warranties of the City contained herein will be true, complete and correct on the date hereof, and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Ordinance will be in full force and effect, and will not have been amended, modified or supplemented since the date hereof, and the Ordinance will not have been amended, modified or supplemented, except, in each case, as may have been agreed to by the Representative.

(c) At the time of the Closing, all necessary action of the City relating to the issuance of the Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented.

(d) Prior to the Closing none of the following events or developments shall have occurred: (i) a committee of the House of Representatives or the Senate of the Congress of the United States or a joint or conference committee thereof shall have pending before it legislation, which legislation, if enacted in its form as introduced or as amended, would have the purpose or effect of including in gross income for federal income tax purposes interest received on obligations of the general character of the Bond or the Bonds, which in the Representative's opinion materially adversely affects the market price of the Bonds; (ii) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States or a joint or conference committee thereof, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court of the United States of America shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of including in gross income for federal income tax purposes interest received on the obligations of the general character of the Bonds or the Bonds, or any other event shall have occurred, including a press release, publication or other form of notice concerning proposed legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service, any member of the Congress of the United States, or any committee of either or both Houses of the Congress of the United States or the staff of any such committee, which would result in the inclusion in gross income for federal income tax purposes interest received on obligations of the general character of the Bonds or the Bonds, which in the Representative's

opinion would materially adversely affect the market price of the Bonds; or (iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State of Illinois, or a decision by any court of competent jurisdiction within the State of Illinois shall be rendered which in the Representative's opinion materially adversely affects the market price of the Bonds; (iv) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect and the Securities Act of 1934, as amended and as then in effect, or that the Ordinance needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; (v) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Act of 1934, as amended and then in effect, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; (vi) additional restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (vii) a general banking moratorium shall have been established by federal, Illinois or New York authorities; (viii) a war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which in the Representative's opinion materially adversely affects the market price of the Bonds; or (ix) the rating of the Bonds or any other bonds (other than private activity bonds) of the City shall have been downgraded or withdrawn by a national rating service which in the Representative's opinion, materially adversely affects the market price of the Bonds.

(e) At or prior to the Closing, the Representative will have received each of the following documents:

- (i) The Official Statement of the City, executed by an authorized officer of the City.
- (ii) Copies, duly certified by the City of the Ordinance, as passed by the City Council of the City.

- (iii) The approving opinions and supplemental opinions, dated the date of the Closing and addressed to the City and the Underwriters, respectively, of Gardner, Carton & Douglas and Haggerty, Koenig & Hill, Co-Bond Counsel to the City, in substantially the forms attached to the Official Statement as Appendix D and letters from such counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that (a) such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion were addressed to them, (b) this Bond Purchase Agreement has been duly authorized, executed and delivered by the City and assuming the due authorization, execution and delivery by the Underwriters, constitutes a binding agreement of the City; (c) the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4)(A) of the Trust Indenture Act of 1939, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register any securities under said Securities Act or to qualify the Ordinance under said Trust Indenture Act; and (d) such counsel have reviewed the information in the Official Statement under the captions "Description of the Series 1990 Bonds" (other than information under the caption "Description of the Series 1990 Bonds -- Global Book-Entry Form"), "Security for the Series 1990 Bonds" (other than information under the caption ["Bond Surety"]), and "Tax Exemption" and that insofar as such information summarizes or describes legislation or documents, it is a fair summary of the information purported to be contained therein; in addition such counsel shall state in their letters containing the foregoing opinions, or in a separate letter, dated the date of the Closing and addressed to the Representative on behalf of the Underwriters, that, based solely upon the examinations which they have made as Co-Bond Counsel and their participation in the preparation of the Official Statement and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to their attention which causes them to believe that, as of the date of Closing, the Official Statement, including as it may be amended or supplemented to the date of closing (except for information under the captions "Description of the Series 1990 Bonds -- Global Book-Entry Form", ["Security for the Series 1990 Bonds -- Bond Surety"], Appendix A or Appendix B, and the historical or projected financial and statistical data included in the Official Statement as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of

the circumstances under which they were made, not misleading.

- (iv) Opinions (which the Underwriters hereby agree to request), dated the date of the Closing and addressed to the Representative on behalf of the Underwriters, of Michael Best & Friedrich and George Munoz & Associates, Co-Counsel for the Underwriters, to the effect that the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4)(A) of the Trust Indenture Act of 1939, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register any securities under said Securities Act or to qualify the Ordinance under said Trust Indenture Act; in addition, such counsel shall state in their letter containing the foregoing opinion, or in a separate letter, dated the date of the Closing and addressed to the Representative on behalf of the Underwriters, that, based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to their attention which causes them to believe that, as of the date of the Closing, the Official Statement (except for information under the caption "Description of the Series 1990 Bonds -- Global Book-Entry Form", ["Security for the Series 1990 Bonds -- Bond Surety"], and the financial and statistical data included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that the Official Statement as the same may have been amended or supplemented to the date of the Closing (except for information under the caption "Description of the Series 1990 Bonds -- Global Book-Entry Form", ["Security for the Series 1990 Bonds -- Bond Surety"] and the financial and statistical data included therein, as to which no view need be expressed) as of date of the Closing contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (v) A certificate, dated the date of the Closing and signed by the Comptroller of the City, to the effect that: (A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of

the Closing; (B) to the best of the knowledge of said officer, no event has occurred since the date of the Official Statement which would cause the Official Statement to contain any untrue statement of a material fact necessary to be stated therein for the purposes for which it is to be used or to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (C) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing.

- (vi) An opinion, dated the date of the Closing, from the Corporation Counsel of the City, to the effect that, among other things, there is no litigation pending in any court to restrain or enjoin the issuance or delivery of the Bonds, or in any way contesting or calling into question the validity or enforceability of the Bonds, and that the Ordinance has been duly adopted by the City Council of the City and the same has not been amended, modified, supplemented or repealed, except as may have been agreed to by the Representative, and is in full force and effect.
- (vii) Evidence that there is in effect a rating on the Bonds of "a" or better by Moody's Investors Service, Inc. or of "A-" or better by Standard & Poor's Corporation.
- (viii) A copy, certified by the City, of an agreement (the "Depository Agreement") between the City, and Midwest Securities Trust Company ("M.S.T.C.") relating to the safekeeping and book-entry form of the Bonds.
- (ix) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations, warranties and covenants of the City contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Underwriter at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement will be deemed to be in compliance with the provisions hereof if, but only if, they are in substance satisfactory to the Representative.

If the City is unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds are terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement will terminate and neither the Underwriters nor the City will be under further obligation or have any further liability hereunder, except as set forth in Paragraph 5 hereof.

10. (a) The Underwriters will be under no obligation to pay any expenses incident to the performance of the obligations of the City hereunder, including but not limited to: (i) the cost of the preparation and reproduction of the Ordinance and the Official Statement (including, in each case, any amendments or supplements thereto), (ii) the cost of the preparation and printing of the Bonds, (iii) the fees and disbursements of Gardner, Carton & Douglas and Haggerty, Koenig & Hill, Co-Bond Counsel to the City, (iv) the fees and disbursements of the financial advisor and counsel to the City and of any consultants retained by the City, (v) fees for bond ratings, and (vi) the premium for the surety bond, if any.

(b) The Underwriters will pay: (i) the costs of preparation and printing of the Agreement Among Underwriters and this Bond Purchase Agreement; (ii) the costs of preparation and printing of the Blue Sky and Legal Investment Memoranda; (iii) all advertising expenses in connection with the public offering of the Bonds; and (iv) all other expenses incurred by them or any of them in connection with the public offering and distribution of the Bonds, including the fees and disbursements of counsel retained by them.

11. Any notice or other communication to be given to the City under this Bond Purchase Agreement must be given by delivering the same in writing to: City Comptroller, 121 North LaSalle Street, Chicago, Illinois 60602, and any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement must be given by delivering the same in writing to: Shearson Lehman Brothers, Inc., Municipal Bond Department, 190 South LaSalle Street, Chicago, Illinois 60603, Attention:

12. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of any Underwriter), and no other person may acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and covenants of the City contained in this Bond Purchase Agreement will remain operative and in full force and effect regardless of (a) any investigations made by or on behalf of any of the Underwriters, or (b) delivery of any payment for the Bonds pursuant to this Bond Purchase Agreement.

13. Time is of the essence in consummation of the transactions contemplated by this Bond Purchase Agreement.

14. This Bond Purchase Agreement will become binding and effective upon the execution of the acceptance hereof by the Comptroller of the City and the concurrence of the Chairman of the Committee on Finance of the City Council of the City and will be valid and enforceable as of the time of such acceptance.

Very truly yours,

Shearson Lehman Brothers, Inc.

Hamilton Investments

Dean Witter Reynolds, Inc.

Weldon Sullivan Carmichael &
Company

Smith, Mitchell & Associates, Inc.

By: Shearson Lehman Brothers, Inc.

Accepted:

This ____ day of December, 1990.

City of Chicago

By: _____
City Comptroller

Concurred with:

This _____ day of December, 1990.

By: _____
Chairman, Committee on Finance.

ISSUANCE OF GENERAL OBLIGATION TENDER
NOTES, SERIES 1991A AND 1991B.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to issue City of Chicago General Obligation Tender Notes, Series 1991A and 1991B, in an amount not to exceed \$364,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a 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 for the following purposes: (i) to finance current cash requirements of the City; and (ii) to provide funds to pay amounts appropriated for specific purposes by the City for the year 1991; 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. Finding. The City Council 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 A (the "Indenture") shall, for all purposes of this ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

SECTION 3. Authorization Of Notes.

(a) For the 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 the issuance of, an issue or issues 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 1991" (the "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.

(b) The Notes shall be issued in various series (each a "Series") in the amounts and for the purposes as follows:

(i) Series 1991A (the "Series 1991A Notes"), in the principal amount at any one time outstanding of not to exceed \$100,000,000, maturing not later than December 31, 1991, for the purpose of financing the current cash flow requirements of the City; and

(ii) Series 1991B (the "Series 1991B Notes"), maturing not later than October 31, 1992, for the purpose of providing funds to pay amounts appropriated for various purposes for the year 1991, which Series 1991B Notes shall be issued for the various fund purposes and in the maximum principal amounts as follows:

Fund	Principal Amount
Corporate	\$163,918,000
Chicago Public Library (Maintenance and Operation)	44,190,000
City Relief (General Assistance)	20,626,000
Judgment	27,313,000
Chicago Public Library (Building and Sites)	5,380,000
TOTAL:	<u>\$261,427,000</u>

(iii) Such additional Series as are authorized from time to time by ordinance of the City Council.

(c) Solely to permit the various Notes of any Series issued hereunder to have varying interest rate determination methods, any 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 1991____ - 1, etc.).

(d) The Notes and the obligation to reimburse any Bank for the payment of drawings to pay principal of and interest on the Notes 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. Principal of and interest on the Notes and such payments to any Bank shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes and there are hereby appropriated all such moneys, revenues, receipts, income, assets or funds as may be necessary for such purposes.

(e) The City shall promptly pay or 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.

(f) Notes shall not be issued by the City pursuant to this Ordinance prior to the adoption by the City Council of the City of (a) the annual appropriation ordinance of the City for the year 1991, and (b) the ordinance providing for the levy of taxes for corporate purposes for the City for the year 1991.

SECTION 4. Proceeds of the Notes. The proceeds from the sale of the Notes shall be used as follows:

(a) From the proceeds of the Series 1991A Notes a sum sufficient shall be used to finance the current cash requirements of the City.

(b) The proceeds of the Series 1991B Notes shall be deposited in 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 as designated by the Comptroller in his notification of sale to the City Council described in Section 7(b) hereof, and shall be used for the purpose of paying amounts appropriated for such respective funds for the year 1991.

SECTION 5. Tax Levy for Reimbursement of any Bank for Drawings to Pay the Series 1991A Notes or for the Payment of the Series 1991A Notes. Unless the Comptroller shall determine on or before December 1, 1991, that sufficient funds are legally available and will be used (a) to reimburse any Bank appointed pursuant to the provisions of Section 10 hereof on the maturity date of the Series 1991A Notes for a drawing or

drawings under the Letter of Credit issued by such Bank to pay the principal of and interest on the Series 1991A Notes, or (b) to pay the principal of and interest on the Series 1991A 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 the maturity date of the Series 1991A Notes, such ordinance to levy an amount sufficient to reimburse the Bank pursuant to the terms of the related Reimbursement Agreement on or before December 31, 1992 or to pay the principal of and interest on the Series 1991A Notes if (i) the Bank has failed to honor a proper draw under the Letter of Credit, or (ii) the Series 1991A Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1991A Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Series 1991A Notes Account of the Note Fund.

SECTION 6. Tax Levy for Reimbursement of the Bank for Drawings to Pay the Series 1991B Notes or for the Payment of the Series 1991B Notes. Unless the Comptroller shall determine on or before October 1, 1992, that sufficient funds are legally available and will be used (a) to reimburse any Bank appointed pursuant to Section 10 hereof on the maturity date of the Series 1991B Notes for a drawing or drawings under the Letter of Credit issued by such Bank to pay the principal of and interest on the Series 1991B Notes, or (b) to pay the principal of and interest on the Series 1991B Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof mailed to the Bank, on or before the maturity date of the Series 1991B Notes, such ordinance to levy an amount sufficient to reimburse the Bank pursuant to the terms of the related Reimbursement Agreement on or before October 31, 1993, or to pay the principal of and interest on the Series 1991B Notes if (i) the Bank has failed to honor a proper draw under the Letter of Credit, or (ii) the Series 1991B Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1991B 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 6 into the Series 1991B Notes Account of the Note Fund.

SECTION 7. Sale And Delivery Of The Notes.

(a) Each Series of Notes shall be sold and delivered to a group of underwriters led by First Chicago Capital Markets, Incorporated to be selected by the Comptroller (the "Underwriters"), subject to the terms and

conditions of a contract of purchase related thereto. The Mayor or the Comptroller is hereby authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, one or more contracts of purchase in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed .30% of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Mayor or the Comptroller is 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.

(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, (iii) the compensation paid to the Underwriters in connection with such sale and (iv) with respect to any sale of Series 1991B Notes, the principal amounts of such Series 1991B Notes which were sold for each of the respective purposes set forth in Section 3(b)(ii) hereof. An executed copy of the Indenture providing for the issuance of the Notes which are the subject of such notification of sale shall be attached thereto.

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

(d) The 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.

(e) The Notes may be issued in either certificated or book-entry form as determined by the City Comptroller.

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 and the Paying Agent shall be evidenced by its execution of the Indenture. The acceptance of the Registrar shall be evidenced by its execution of an acceptance of such duties. The Mayor or the Comptroller is 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 substantially the form of Exhibit A attached hereto, 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 Mayor or the Comptroller is hereby further authorized to (i) appoint a Bank to issue such Letter of Credit; (ii) approve, execute and deliver a Reimbursement Agreement relating to any Notes so secured in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes; and (iii) execute and deliver a Letter of Credit Note in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes 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 .50% of the amount available to be drawn under such Letter of Credit. Nothing contained herein shall limit or restrict the Comptroller's ability to appoint separate Banks to issue separate Letters of Credit in connection with the issuance of distinct Series of Notes.

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 18% per annum.

In appointing any Bank pursuant to this Section 10, the Comptroller must select a banking corporation or association that will cause the Notes of the Series to bear one of 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 any Series of Notes.

SECTION 12. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse each 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 any Bank has failed to honor a proper draw under a 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 or to be 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 advance of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligation under the Notes, the Reimbursement Agreement and the related Letter of Credit Note as the same become due.

SECTION 13. Additional Authorization. The Mayor, the City Comptroller, the City Treasurer, the City Clerk and the Deputy City Clerk are hereby authorized to execute such other documents and perform such other acts as may be necessary or desirable in connection with the sale of the

Notes, including but not limited to such documents as may be required to issue the Notes in book-entry form.

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.

SECTION 16. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

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

Exhibit "A".

City Of Chicago, Illinois

As Trustee

And

As Paying Agent

Trust Indenture

Dated As Of _____ 1, 1991

*Securing
General Obligation Tender Notes
Series 1991A And B.*

This Trust Indenture dated as of _____ 1, 1991 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 [national banking association], having its principal corporate trust office in _____, _____, 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 _____, 19__, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

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

Whereas, In order to provide the funds needed to (i) finance current cash requirements of the City; and (ii) provide funds to pay amounts appropriated for specific purposes by the City for the year 1991, the City has duly

authorized the issuance and sale of its General Obligation Tender Notes, Series 1991A and B (the "Notes"); and

Whereas, In furtherance thereof, the City and _____ (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of _____ 1, 1991 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, When the Paying Agent is performing its duties as tender agent hereunder with regard to a purchase of Notes, 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 _____ [acting through its Chicago branch] (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, 1991 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, Original executed copies of the Reimbursement Agreement and the Remarketing Agreement have been delivered to and are on file in the Trustee's Office and an original executed Letter of Credit has been delivered to and is on file in the Paying Agent's Office; 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 of Notes 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" means an irrevocable letter, or letters, of credit delivered in accordance with Section 5.05(g) 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. Any Alternate Letter of Credit shall expire not earlier than the Letter of Credit being replaced thereby. 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.

"Authorized Denominations" mean the denomination or denominations of the Notes as authorized from time to time pursuant to Section 2.06(b) hereof.

"Bank" means, initially, _____, [acting through its Chicago Branch] in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 5.05(g) hereof, "Bank" shall mean the issuer of such Letter of Credit or Alternate Letter of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its successors in such capacity and its assigns. "Principal Office" of the Bank shall mean the principal office of its [Chicago Branch].

"Bond Counsel" means the firm of nationally recognized bond counsel designated by the duly designated Corporation Counsel of the City.

"Business Day" means any day of the year on which banks located in the city, or cities, respectively, in which are located the Principal Offices of the Trustee, the 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" means the City of Chicago, Illinois.

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

"Commercial Paper Rate" means, with respect to any Note, the interest rate for such Note set under Section 2.02(b).

"Commercial Paper Rate Period" means, with respect to any Note, the period (which may be from 1 day to 270 days) determined as provided in Section 2.02(b).

"Comptroller" means the duly designated Comptroller, or 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 the Paying Agent into which Account shall be deposited certain Notes as provided in Article V hereof.

"Daily Rate" means an interest rate on the Notes set under Section 2.02(a).

"Determination Date" is defined in Section 2.02(c).

"Event of Default" means any of the events stated in Section 7.01(a) hereof.

"Fixed Rate" means an interest rate on the Notes set under Section 2.02(c).

"Fixed Rate Period" is defined in Section 2.02(c).

"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 (Sub)Exhibit A.

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

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

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time. An Interest Rate Determination Method may be for a Daily Rate, a Commercial Paper Rate or a Fixed Rate.

"Letter of Credit" means 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 5.05(g) hereof, "Letter of Credit" means 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" means a note issued pursuant to a Reimbursement Agreement.

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

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

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

"Noteholder" or "Owner" means 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 2.10 hereof.

"Notice by Publication" or "notice" of any action or condition "by Publication" means publication of the applicable notice at least once in a newspaper or financial journal of general circulation in the City of New York, New York.

"Ordinance" means the ordinance adopted by the City Council of the City on _____, 19__, authorizing the issuance of a principal amount of not to exceed \$_____ General Obligation Tender Notes, Series 1991A and a principal amount of not to exceed \$_____ General

Obligation Tender Notes, Series 1991B of the City, pursuant to which this Indenture is being executed and delivered.

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

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

(a) 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 8.20 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent means 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.

"Principal Office" means, (i) with respect to the Bank, the Paying Agent, the Remarketing Agent and the Trustee, the Principal Offices described in the definitions of such terms and (ii) with respect to any other entity, the principal office of such entity designated in writing by such entity to the Trustee and the Paying Agent.

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

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

"Registrar" means the Paying Agent acting in the capacity of registrar under this Indenture, its successors and their assigns.

"Reimbursement Agreement" means 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 or agreements executed and delivered contemporaneously with the original issuance of the Notes or any Series of Notes, 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 the applicable 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 8.28 hereof. "Principal Office" of the Remarketing Agent means the address given by the Remarketing Agent in writing to the City, the Trustee, the Paying Agent and the Bank.

"Remarketing Agreement" means the agreement or agreements between the City and the Remarketing Agent entered into pursuant to Section 8.28 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 the applicable Series of Notes, unless the context shall clearly indicate otherwise.

"Series" shall have the meaning assigned to such term in Section 2.01(b) hereof, as modified by Section 2.06(c) hereof.

"Series 1991A Notes" shall have the meaning assigned to such term in Section 2.01(b)(i) hereof.

"Series 1991B Notes" shall have the meaning assigned to such term in Section 2.01(b)(ii) hereof.

"Service Fund" means the fund created pursuant to Section 5.06 hereof, and held and administered by the Paying Agent.

"Short Term Rate" means a Daily or Commercial Paper Rate.

"State" means the State of Illinois.

"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 acting 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 _____.

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

Article II.

The Notes.

Section 2.01. Authorization Of Notes.

(a) Upon the execution and delivery of this Indenture, the City shall execute the Notes and deliver them to the Registrar for authentication. At the direction of the City, the Registrar 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 1991" (the "Notes"). The Notes shall be dated as provided in Section 2.06(d) hereof.

(b) The Notes shall be issued in various series (each a "Series") as below designated, and shall be in the amounts, bearing interest at such rate or rates not to exceed ____% per annum, maturing and subject to prior

redemption upon the terms and conditions as hereinafter set forth, and shall be for the purposes as follows:

(i) Series 1991A (the "Series 1991A Notes"), in the principal amount of \$_____ bearing interest at such rate or rates not to exceed ____% per annum, shall mature on _____, 199____, and shall be subject to prior redemption as hereinafter set forth, for the purpose of financing the current cash flow requirements of the City; and

(ii) Series 1991B (the "Series 1991B Notes"), in the principal amount of \$_____ bearing interest at such rate or rates not to exceed ____% per annum, shall mature on _____, 199____, and shall be subject to prior redemption as hereinafter set forth, 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 1991.

(c) 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.

(d) 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.

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

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 determine a Daily Rate, unless the Comptroller's direction pursuant to Section 2.03(a) requires the Remarketing Agent to make such determination, in which event the Remarketing Agent shall make such determination, as provided in this Section 2.02(a). Each Daily Rate will be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day for which the rate is set at 100% of their principal amount plus accrued interest, if any. The Comptroller shall set a Daily Rate for any Series of Notes bearing interest at a Daily Rate on the first Business Day on

which such Series of Notes bears interest at a Daily Rate, which Daily Rate shall be in effect on such Business Day and shall remain in effect until a new Daily Rate is determined and established by the Comptroller. Immediately after the determination of a new Daily Rate, but not earlier than 1:00 P.M., New York City time, on the Business Day next preceding the Business Day on which such new Daily Rate is to become effective, nor later than 10:00 A.M., New York City time, on the Business Day on which such new Daily Rate is to become effective, the Comptroller shall give telephonic, telex or telegraphic notice of such rate, which if given by telephone shall be promptly confirmed in writing, to the Paying Agent, the Trustee, the Remarketing Agent and the Bank.

The Daily Rate for any non-Business Day upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, will be the rate established on the first Business Day after the date of such commencement.

If for any reason a court holds that the Daily Rate set for any day is invalid or unenforceable, then on the first such Business Day and each Business Day thereafter and until the Comptroller is able to again set a valid and enforceable Daily Rate and resumes determination of the Daily Rate, the Daily Rate on each Business Day shall be a rate per annum equal to 85% of the 30-day dealer taxable Commercial Paper Rate as published by the Federal Reserve Bank of New York on such Business Day for the next preceding Business Day.

(b) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. The Commercial Paper Rate and the Commercial Paper Rate Period for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller, unless the Comptroller's direction pursuant to Section 2.03(a) requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations as provided herein, on the Business Day preceding the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at 100% of its principal amount plus accrued interest, if any. The Notes of any Series may have different Commercial Paper Rates and different Commercial Paper Rate Periods. Interest on any Note bearing interest at a Commercial Paper Rate will accrue from the first day of the applicable Commercial Paper Rate Period to, and including, the last day of such Period.

If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any Commercial Paper Rate Period which immediately follows a

Commercial Paper Rate Period, a Commercial Paper Rate Period of the same duration and the same Commercial Paper Rate as the Commercial Paper Rate then ending will follow. If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any Commercial Paper Rate Period following a Daily Rate, or a court holds that a Commercial Paper Rate or the duration of any Commercial Paper Rate Period is invalid or unenforceable, then a 30-day Commercial Paper Rate Period for any such Note will follow, and the Commercial Paper Rate for such Note for such Commercial Paper Rate Period shall be that annual rate of interest equal to 85% of the interest rate applicable to 90-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 90-day Treasury bill shall have been sold at the most recent Treasury auction within the preceding 30 days.

(ii) Determination of Commercial Paper Rate Periods. 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 270 days) for each Note of such Series shall 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), unless the Comptroller's direction requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations as described above. In all cases, the party making the determination as to the Commercial Paper Rate for any Note shall also make the determination as to the length of the Commercial Paper Rate Period for such Note. The day following the last day of any Commercial Paper Rate Period for the Notes of any Series shall be a Business Day or the maturity date for the Notes of such Series.

(iii) Limitation. Notwithstanding the foregoing, 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 before the effective date of the change to such other rate.

(c) 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 rate necessary (as determined by the Comptroller on the Determination Date) for the Remarketing Agent to sell the Notes of such Series on the first day of the Fixed Rate Period at an amount equal to 100% of their principal amount plus accrued interest, if any.

If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for any Series of Notes shall not have been satisfied on the

first day of the proposed Fixed Rate Period, such change shall not be effective, and such Notes shall bear interest at the Daily Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly designated for such Notes hereunder.

Section 2.03. Change In Interest Rate Determination Method.

(a) **Changes Directed by the City.** The City may, acting through the Comptroller, change the Interest Rate Determination Method for the Notes of any Series by notifying the Paying Agent, the Bank and the Remarketing Agent at least 20 days prior to the proposed effective date of such change, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series for which the Interest Rate Determination Method is to be changed. Such notice shall contain (i) the effective date, (ii) the proposed Interest Rate Determination Method, (iii) if the change is to a Short Term Rate, the date or dates, if any, upon which the determinations required pursuant to paragraph (b) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (iv) if the change is to a Commercial Paper Rate, whether the Commercial Paper Rates and the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent and (v) 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 exclusion of the interest on the Notes from federal income taxes. 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 Opinion of Bond Counsel referred to in the preceding paragraph, may (1) make the determinations regarding the Interest Rate Determination Method for any Series of Notes pursuant to paragraph (b) below or cease to make such determinations for a specific or an indefinite period of time, (2) while the Notes of any Series bear interest: (i) at a Daily Rate, require the Remarketing Agent to set the Daily Rate pursuant to Section 2.02(a) or (ii) at a Commercial Paper Rate, require the Remarketing Agent to set each Commercial Paper Rate and the length of each Commercial Paper Rate Period pursuant to Section 2.02(b), or cease to do so for a specific or an indefinite period of time or (3) override a determination regarding the Interest Rate Determination Method for any Series of Notes made by the Remarketing Agent pursuant to paragraph (b) below provided that notice of a change in the Interest Rate Determination Method pursuant to Section 2.03(d) has not yet been given.

(b) Changes Directed by the Remarketing Agent. When directed to do so pursuant to Section 2.03(a) hereof, the Remarketing Agent shall consider whether the Interest Rate Determination Method for any Series of the Notes should be changed to a different Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, such 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, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (i) 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 Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (ii) 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 hereunder or by the City pursuant to paragraph (a) 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 exclusion of interest on the Notes from federal income taxes.

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 day following the last day of the Commercial Paper Rate Period of all Notes of such Series;

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

(iii) no change shall be made in the Interest Rate Determination Method 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 of 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 Notice by 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 Interest Rate Determination Method, 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 the Notes of such Series will be subject to mandatory tender for purchase on the effective date of the change as provided in the Notes.

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

- (i) the Determination Date;
- (ii) that the Remarketing Agent will provide the Fixed Rate upon request and describing how to make such request;
- (iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes 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) that the Notes are not subject to optional redemption 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.

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

- (i) that during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series at the option of the owner thereof;
- (ii) that the Notes are not subject to optional redemption during the Commercial Paper Rate Period; and
- (iii) that on the first Business Day following the last day of each Commercial Paper Rate Period for each Note, each such Note will be subject to mandatory tender for purchase without further notice.

The form of each notice provided for in this Section 2.03(d) shall be furnished to the Paying Agent by the Trustee.

Section 2.04. Calculation of Interest Due on Notes. The Paying Agent will compute the amount of interest payable on the Notes from the interest rates supplied to the Paying Agent by the person setting them and will confirm such amounts when computed with the Trustee and the Remarketing Agent. The Remarketing Agent shall promptly advise the Paying Agent by telephone, promptly confirmed in writing, of any interest rate set by the Comptroller or Remarketing Agent. Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Comptroller and Bank orally at the 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 by telephone (promptly confirmed in writing) not later than the close of business on the day on which such interest rate is set. 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 the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

Section 2.05. Optional And Mandatory Tenders.

(a) Any Noteholder of a Note bearing interest at a Daily Rate has the right, subject to the provisions of paragraph (d) of this Section to tender a Note, or a portion thereof, provided that such portion is an Authorized Denomination, for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, and to receive payment of the purchase price 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 as provided in the form of Note attached hereto as (Sub)Exhibit A.

(b) The Notes are subject to mandatory tender and are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, at the following times:

(i) When Notes bear interest at a Commercial Paper Rate, each Note shall be subject to a mandatory tender for purchase on each Interest Payment Date for such Note; and

(ii) On the effective date of any change in the Interest Rate Determination Method for the Notes.

(c) 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 or its designee in the books of the Registrar kept pursuant to Section 2.10 hereof. The Paying Agent shall promptly notify the Bank of the principal amount of any Notes deposited in the Custody Account. The Paying Agent shall not release such Notes from the Custody Account unless the Letter of Credit provides amounts sufficient to make the payments of principal and interest with respect to such Notes and all other Notes then Outstanding. Any Notes

remaining on deposit in the Custody Account on the date of maturity thereof shall be presented to the Registrar for cancellation.

(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 and the Remarketing 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, in the case of an optional tender pursuant to paragraph (a) of this Section, (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 telecopied notice of such determination to such Noteholder (if the Registrar has been provided by the Noteholder with the information required to give notice in such manner; otherwise by Mail), 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.

(e) Notes tendered as provided in Section 2.05 hereof will be offered for sale by the Remarketing Agent except as follows:

(i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (iii) of Section 4.01 will be cancelled.

(ii) Notes purchased by the City pursuant to Section 4.02(a) hereof will be cancelled.

(iii) Notes purchased by the City pursuant to Section 4.02(b) hereof may be remarketed only if the Opinion of Bond Counsel required by Section 4.02(b) is provided to the City and the Remarketing Agent.

(iv) Notes for which a notice has been given pursuant to Section 2.03(d) hereof regarding a change in the Interest Rate Determination Method for such Notes may be remarketed before the effective date of such change only if the buyer receives a copy of said notice.

(v) 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.

Section 2.06. Form, Payment And Dating Of Notes; Authorized Denominations.

(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 case of 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, such new Note, or portion thereof, shall be deemed to be the Note called for redemption, and the Paying Agent shall supply the owner of such new Note with a copy of the applicable notice of redemption 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 for a single Note that may be issued in a different denomination, and, provided further, that 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 such 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. Notes of any Series may be issued and sold as one or more sub-series, each of which shall be (i) in the principal amount of not less than \$10,000,000, (ii) deemed to be a sub-series under the Indenture only for establishing and maintaining an Interest Rate Determination Method for such Notes and (iii) identified by a number following the series designator from 1 upward (i.e. Series 1991 -1 etc.). If a separate sub-series of a Series are designated by the City hereunder, the term "Series" as used in this Indenture shall mean and refer to each such Sub-Series so designated by the City.

(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 (i) in the case of Notes bearing interest at a Daily Rate, shall be paid to Noteholders owning not less than \$1,000,000 in principal amount of Notes on the Interest Payment Date in immediately available funds (which payment may be made by check, wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given to the Paying Agent by such Noteholders at the time of the

registration thereof and (ii) in the case of Notes bearing interest at a Daily Rate owned by Noteholders other than those described in the preceding clause (i), in the absence of instructions given by Noteholders described in said clause (i) and in the case of all Notes bearing interest at a Fixed Rate, shall be paid by check or draft of the Paying Agent mailed on the Interest Payment Date to the address of any such Noteholder as it appears on the registration books maintained pursuant to Section 2.10 hereof. and (ii) in the case of Notes bearing interest at a Commercial Paper Rate by check or draft of the Paying Agent to the Noteholders appearing in the registration books maintained pursuant to Section 2.10 hereof. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 2.10 hereof as of the close of business on the Record Date; or in the case of Notes bearing interest at a Commercial Paper Rate, upon presentation of such Notes at the Principal Office of the Paying Agent; 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 or in the case of Notes bearing interest at a Commercial Paper Rate, upon presentation of such Notes at the Principal Office of the Paying Agent.

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

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

Section 2.08. 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 Canceled 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 the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Paying Agent sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the 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 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.

Any Note, 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 Note or Notes of any authorized denomination of the same Series and bearing interest pursuant to the same Interest Rate Determination Method as the Note being surrendered.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the 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 bearing interest at a Fixed Rate 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 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 complete the Commercial Paper Rate Legend contained on the face of the Note as set forth 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 and cremated or otherwise destroyed and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Registrar to the City. 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 1991A Notes shall be used to finance the current cash requirements of the City.

(b) The proceeds of the Series 1991B Notes shall be deposited in the funds of the City and in the amounts as follows:

Fund	Amount
Corporate Fund	\$
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 1991.

*Article IV.**Redemption And Repurchase By City.***Section 4.01. Redemption.**

The Notes shall be subject to redemption at the principal amounts thereof and accrued interest, if any, prior to the maturity thereof, as follows:

(i) Each Series of Notes bearing interest at a Daily Rate shall be subject to optional redemption by the City on the first Business Day of each

month, as a whole or in part and pursuant to the procedures in Section 4.03 hereof.

(ii) Any Series of the Notes bearing interest at a Commercial Paper Rate or a Fixed Rate shall not be subject to optional redemption by the City.

(iii) All Notes (or if different Alternative 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 Paying Agent receives 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 the Trustee and the Paying Agent 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 and the Trustee shall promptly notify the City and the Remarketing Agent that it has received such notice from the Bank.

(iv) The Series 1991B Notes shall be subject to mandatory redemption on the 60th day after the last date for payment without interest or penalty of the taxes levied by the City to pay the amounts appropriated for the funds referred to in Section 3.01(b) hereof. If such day is not a Business Day, such redemption shall occur on the first Business Day next prior to such day. The Comptroller shall give notice to the Paying Agent, the Bank and the Trustee of such redemption no less than 45 days prior to such redemption date.

Section 4.02. Purchase By City.

(a) The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to Section 2.05(a) hereof or subject to mandatory tender pursuant to Section 2.05(b) 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 (promptly confirmed in writing), telex or telegraphic communication by the Comptroller (i) in the case of the purchase of a Note tendered pursuant to Section 2.05(a) hereof or a Note held in the Custody Account, not later than 2:00 P.M. New York City time on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 2.05(b) hereof, not later than 3:00 P.M. New York City time on the second-to-last Business Day before the mandatory tender date for such Note (or the first Business Day of any Commercial Paper Rate Period which is shorter than two Business Days for Notes subject to mandatory tender at the end of such Commercial Paper

Rate Period). Such notice from the Comptroller shall state the principal amount and Series of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 2.05(b). Prior to the applicable date of notice set forth in the first sentence of this Section 4.02(a), the City shall deposit with the Paying Agent funds sufficient to purchase such Notes. Any Notes so purchased for cancellation shall be selected first, from Notes on deposit in the Custody Account, second, from any Notes as such become available upon optional tender and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 2.05(b) hereof; provided, that if less than all of the Notes subject to mandatory tender pursuant to Section 2.05(b) hereof are to be purchased for cancellation, the Notes so purchased shall be selected by lot in such manner as the Paying Agent deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may only be purchased through the Remarketing Agent upon receipt of an opinion of nationally recognized bankruptcy counsel that the purchase of the Notes with such moneys will not be avoidable as preferential payments under Section 544 or Section 547 of the United States Bankruptcy Code should the City become a debtor in a proceeding commenced thereunder; and provided further that such Notes may only be sold or remarketed if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on the Notes from federal income taxes. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Section 4.03. Procedure For Redemption.

(a) In the event any of the Notes are called for redemption pursuant to subclause (i) of Section 4.01, and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the designated redemption date, 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, which date shall not be more than 60 days after the date on which the Paying Agent has received the notice of redemption from the City, 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. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(a) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee or the Paying Agent. 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. If a new Note is issued as the result of the tender of a Note, or a portion thereof, which tendered Note has been previously called for redemption, such new Note, or portion thereof, shall be deemed to be the Note called for redemption and the Paying Agent will supply the owner of such new Note with a copy of the applicable notice of redemption for such Note.

(b) In the event any of the Notes are called for redemption pursuant to subclause (iii) of Section 4.01 hereof, not less than five (5) days nor more than ten (10) 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 by Mail to the Owners of Notes to be redeemed, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent, 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 which date shall be not more than fifteen (15) days after the date on which the Paying Agent receives notice from the Bank pursuant to subclause (iii) of Section 4.01 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; provided, however, that failure duly to give such Notice by Mail to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Notes and all such Notes shall be subject to redemption on the date specified by the Paying Agent. 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. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(b) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth additional information relating to such redemption as

shall be deemed necessary or appropriate by the Trustee or the Paying Agent.

(c) In the event Series 1991B Notes are called for redemption pursuant to subclause (iv) of Section 4.01, the Paying Agent shall give notice, in the name of the City, of the redemption of the Series 1991B Notes, which shall specify the Series 1991B Notes to be redeemed (which shall be all of the Series 1991B Notes), the redemption date, the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent) and that on the redemption date, the Series 1991B Notes to be redeemed shall cease to bear interest. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(c) shall be furnished to the Paying Agent by the Trustee at least thirty-five days prior to the redemption date. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee or the Paying Agent. 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.

(d) When Notes are called for partial redemption as provided in Section 4.01(i) hereof, the particular Notes to be redeemed shall be selected by the Registrar in Authorized Denominations.

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

If the Noteholder of any such Note of a denomination greater than the amount called for partial redemption shall fail to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

(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 7.01(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 1991, 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 two accounts: the Series 1991A Notes Account; and the Series 1991B Notes Account.

Section 5.02. Deposits Into Note Fund.

(a) Subject to the right of the City and the Bank to make alternate arrangements with respect to the reimbursement of the Bank by the City for draws under the Letter of Credit, the City shall deposit into the 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 Notes when necessary. As to the Series 1991A 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 1991A 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 1991B 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 1991B Notes, which moneys shall include the proceeds of the collection of taxes levied, if any, pursuant to Section 5.08 hereof.

(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 12:00 Noon New York City time, on any Business Day the Trustee shall, to the extent sufficient funds are available in the appropriate account of the Note Fund, remit immediately available funds by 3:00 P.M., New York City time, 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 or remarketing proceeds, 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 two accounts within the Note Fund to the Bank for the purpose of reimbursing the Bank for any draw under 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 two 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 5.03, 5.11 and 8.04 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the laws of the State of Illinois 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 and interest on the Notes required to be made whether upon stated maturity, any redemption, any acceleration or any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to pay the purchase price of Notes tendered pursuant to Section 2.05(a) or 2.05(b) hereof in accordance with Section 5.05(h) hereof.

(c) On the date on which any Series of Notes begins to bear interest at a 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 64 days interest on the Notes, the Paying Agent shall draw under the Letter of Credit in accordance with its terms 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, if any, 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, calculated (i) at the actual rate of interest on the Notes for any day interest is to accrue at a rate known on the date such draw is made and (ii) at the rate of ____% for any day interest is to accrue at a rate unknown on the date such draw is made.

(d) On the date on which any Series of Notes begins to bear interest at a Daily Rate and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Daily 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 64 days shall draw under the Letter of Credit in accordance with its terms 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, if any, on the Series of Notes Outstanding on such date bearing interest at the Daily 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, calculated (i) at the actual rate of interest on the Notes for any day interest is to accrue at a rate known on the date such draw is made and (ii) at the rate of ____% for any day interest is to accrue at a rate unknown on the date such draw is made.

(e) On the date on which any Series of Notes begins to bear interest at a Fixed Rate and on the first Business Day of each calendar month thereafter while such 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 64 days shall draw under the Letter of Credit in accordance with its terms 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.

(f) 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 64 days interest on 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.

(g) 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, the Paying Agent, the Remarketing Agent and the 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 (other than holders of Notes registered to "Bearer") 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. An Alternate Letter of Credit may not be delivered during a Commercial Paper Rate Period, unless the date of delivery of such Alternate Letter of Credit is an Interest Payment Date for all Notes in the Commercial Paper Rate Period to be secured by such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and surrender the previously held Letter of Credit to the Bank on the termination date of such Letter of Credit, in accordance with the terms of such Letter of Credit, for cancellation. In the event the previously held Letter of Credit and the Alternate Letter of Credit then being delivered are contemporaneously effective for any period, any draws to be made under the Letter of Credit during such period shall be made under the Alternate Letter of Credit. 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.

(h) The Paying Agent shall, not later than 12:30 P.M., New York City time, on the day on which any Note is to be tendered as provided in Section 2.05(a) and 2.05(b) hereof draw on the Letter of Credit an amount sufficient to pay in full the principal of and accrued interest, if any, on such Note to be tendered or deemed tendered, less (i) the amount of any remarketing proceeds received by the Paying Agent in accordance with the second succeeding sentence and (ii) the amount held in the Service Fund pursuant to Section 5.05(c) or Section 5.05(d) hereof for the purpose of paying interest on the Notes so tendered. No later than 11:00 A.M., New York City time, on the day on which such Note is to be tendered, the Remarketing Agent pursuant to Section 2(c) of the Remarketing Agreement shall notify the Paying Agent and the Bank of the principal amount of the Notes which have not been remarketed. No later than 12:00 Noon, New York City time, on the day on which such Note is to be tendered, the Remarketing Agent pursuant to Section 8(b) of the Remarketing Agreement shall transfer to the Paying Agent all funds received from the remarketing of such Notes. In the event the Paying Agent has not received such funds by 12:00 Noon, New York City time, on such day, the Paying Agent shall draw on the Letter of Credit an amount sufficient to pay in full the principal of and accrued interest, if any, on such Notes after taking into account the amount of any funds held in the Service Fund for such purpose. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or repurchased by the City pursuant to Section 4.02 hereof.

(i) 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(a) hereof.

(j) 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, whether upon any Interest Payment Date, maturity, redemption, optional tender or mandatory tender. 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.

(k) The Paying Agent shall draw no funds under the Letter of Credit for the payment of any principal of or interest on Notes on deposit in the Custody Account.

(l) The Paying Agent shall not sell, assign or transfer the Letter of Credit except to a successor Paying Agent as designated hereunder or as otherwise permitted or required by this Indenture and the Letter of Credit.

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 1991, Service Fund" (the "Service Fund"). The Service Fund shall contain the following two accounts: the Series 1991A Notes Account and the Series 1991B 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 5.10 and 5.11 hereof.

(b) The Series 1991A Notes Account and the Series 1991B 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 or Paying Agent 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 later than the date or dates on which such funds will be needed for the purposes for which they were deposited in the Service Fund, and in any event, not later than 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 1991A Notes Or For The Payment Of The Series 1991A Notes.

Unless the Comptroller shall certify to the Bank on or before _____, 199__, that sufficient funds are legally available and will be used to reimburse the Bank on _____, 199__ for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1991A Notes, or to pay the principal of and interest on Series 1991A 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 the maturity date of the Series 1991A Notes, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before _____, 199__ or to pay the principal of and interest on the Series 1991A Notes if the Bank has failed to honor a proper draw under the Letter of Credit or in the event that the Series 1991A Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1991A 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 5.07 into the Series 1991A Notes Account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.08. Tax Levy For Reimbursement Of The Bank For Drawings To Pay The Series 1991B Notes Or For The Payment Of The Series 1991B Notes.

Unless the Comptroller shall certify to the Bank on or before _____, 199__, that sufficient funds are legally available and will be used to reimburse the Bank on _____, 199__, for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1991B Notes, or to pay the principal of and interest on Series 1991B 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 the maturity date of the Series 1991B Notes, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before _____, 199__, or to pay the principal of and interest on the Series 1991B Notes if the Bank has failed to honor a proper draw under the Letter of Credit or in the event that the Series 1991B Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1991B 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 into the Series 1991B Notes Account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.09. 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 anticipation 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 an advance is made to the City in accordance with the Reimbursement Agreement creating a payment obligation under the Letter of Credit Note, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such advance.

Section 5.10. 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, unless an abandoned property law designates another person, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

Section 5.11. 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 5.10(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) Except as provided in Section 5.10(b) hereof, 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, as amended (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 2.05 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 51% of the principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in clauses (i), (ii), (iii) or (iv) of paragraph (a) of this section, the Trustee may, and at the written request of Noteholders owning not less than 51% 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, 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; provided, however, that no such declaration shall be effective following the occurrence of an Event of Default under clause (v) of paragraph (a) of this Section without the express consent of the Bank unless the Bank shall have failed to honor a drawing under the Letter of Credit.

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 51% 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 or published, 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 hereunder.

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

(a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (iii) of Section 4.01 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that the Letter of Credit in respect of which the Bank had previously given notice pursuant to subclause (iii) of Section 4.01 hereof has been fully reinstated. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the Notice 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.

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 proceedings 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 51% 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 proceedings; 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 proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

Section 7.08. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Trustee, the Bank or 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 (except for proceeds of the remarketing of the Notes and moneys drawn under the Letter of Credit, which shall be applied solely and only to the purposes for which such moneys were drawn, as provided herein but including such Letter of Credit moneys if the Bank shall have failed to honor a proper drawing under the Letter of Credit), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such 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, 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 this Indenture) and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(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, 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, Paying Agent And Registrar.

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 by the Trustee and by 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 willful misconduct, provided that this sentence does not extend the duties established by, or limit the exculpatory effort of, any other provision of this Indenture, 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 any 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 (unless the Bank shall have failed to honor a proper drawing 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 5.10 hereof; provided, however, that the payment of such compensation and reimbursement of expenses shall not be a prerequisite to the Paying Agent's obligation to draw on the Letter of Credit as provided in Section 5.05 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 51% in principal amount of the Notes then Outstanding.

(b) The Paying Agent shall give telecopier 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, clauses (iii) and (iv) 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, subject to the provisions of Section 7.02(b) hereof, 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 subject to the provisions of Section 7.02(b) hereof.

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

Section 8.09. Resignation Of Trustee.

The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the 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 of Outstanding Notes. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided, and (ii) the resigning Trustee, if it is then the beneficiary of the Letter of Credit pursuant to Section 7.02(b) hereof, transfers and assigns the Letter of Credit to the successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer

and assignment of the Letter of Credit, if applicable. 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, the Paying 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; and provided, further, that the Trustee shall transfer and assign the Letter of Credit to the successor Trustee upon such removal if it is then the beneficiary of the Letter of Credit pursuant to Section 7.02(b) hereof.

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 meeting the qualifications set forth in Section 8.12 hereof.

Section 8.14. Acceptance Of Trusts By Successor Trustee.

In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04(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 its 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 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 51% 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 provision is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

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 of Outstanding Notes. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Paying Agent and Registrar shall have been appointed and shall have accepted the duties of Paying Agent and Registrar as hereinafter provided, and (ii) the resigning Paying Agent transfers and assigns the Letter of Credit to the successor Paying Agent, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Paying Agent and Registrar and the transfer and assignment of the Letter of Credit. 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; and, provided further, that the Paying Agent shall transfer and assign the Letter of Credit to the successor Paying Agent upon such removal.

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 of Outstanding Notes. 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 (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 8.22. 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 meeting the qualifications set forth in Section 8.21 hereof.

Section 8.23. Acceptance Of Duties By Successor Paying Agent And Registrar.

In order to evidence the acceptance of the position of Paying Agent and Registrar hereunder, 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 and 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 agrees:

(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) to 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 agrees;

(a) to keep 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 First Chicago Capital Markets, Inc. as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

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

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

Section 8.29. The Bank.

The City hereby appoints _____, [acting through its Chicago Branch,] 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.

Amendments To This Indenture.

Section 9.01. Limitations On Amendments Of This Indenture.

This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with 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 the 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 clause (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 to provide 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 hereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal income taxes 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 exclusion from federal income taxes 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 Registrar, 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 shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of any Supplemental Indenture 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 _____, Attention: _____; if to the Paying Agent or the Remarketing Agent, other than with respect to tenders, at the address designated to the City by each and, with respect to tenders, at such other or similar address as shall be designated to the City by each; if to the Registrar, 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 or expiration of the Letter of Credit, (iii) any intention to obtain an Alternate Letter of Credit as provided in clause (g) 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, (vii) any redemption or purchase for cancellation of all the Notes or (viii) any change in the Interest Rate Determination Method hereunder, directly to: Moody's Investors Service, 99 Church Street, New York, New York 10007, Attention: Public Finance Department -- Structured Finance Group and to Standard and Poor's Corporation, Attention: Municipal Department, 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.

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 provisions 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 Comptroller, attested by its City Clerk and its corporate seal to be affixed hereto; _____ has caused this Indenture to be executed by one of its _____, attested by one of its Assistant Secretaries and its corporate seal to be affixed hereto; and _____ has caused this Indenture to be executed by one of its officers thereunto duly authorized, attested by one of its _____ and its corporate seal to be affixed hereto, all as of the day and year first above written.

City of Chicago, Illinois

(Seal)

Comptroller

Attest:

City Clerk

_____, as
Trustee

(Seal)

Title

Attest:

Title

_____, as Paying Agent

(Seal)

Title

Attest:

Title

(Sub)Exhibit "A" attached to this Trust Indenture reads as follows:

(Sub)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 (Sub)Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or

required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed 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 1991____.

Maturity
Date: _____

Date of
Original Issue: _____

Commercial Paper Rate Legend.

Beginning of
Commercial Rate
Period*:

Mandatory Tender Date*:

Current
Commercial
Paper Rate*:

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 (such Registered Owner or assigns being referred to herein as the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount 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 _____, or its successors or assigns, as Registrar (the "Registrar") and 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 or in the case of Notes bearing interest at a Commercial Paper Rate to the owner upon presentation

*To be completed by Paying Agent while in Commercial Paper Rate Period.

of such Note to the Paying Agent. 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 _____, _____, or its successors or assigns, as trustee (the "Trustee") and notice thereof given 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 the 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 and time 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 members of the City Council of the City nor any official executing this 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.

City of Chicago

(facsimile signature)

Mayor, City of Chicago

(Seal)

(facsimile signature)

City Comptroller, City of Chicago

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 1991, of the City of Chicago, consisting of Series 1991A and 1991B (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, 1991, between the City, the Trustee and the Paying Agent (the "Indenture"), for the purpose of providing funds to (i) finance current cash flow requirements of the City and (ii) provide funds to pay amounts appropriated for specific purposes by the City for the year 1991.

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 _____, [acting through its Chicago Branch] (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, plus (b) an amount equal to not less than sixty-four (64) 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 the purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the 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 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. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below).

When interest is payable at a Daily or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days, and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months.

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 or in the case of Notes which bear interest at a Commercial Paper Rate, upon presentation of such Note to the Paying Agent:

Rate	Interest Period	Interest Payment Date	Record Date
Daily	From any Interest Payment Date or the first day on which the Notes bear Interest at a Daily Rate through the day preceding the next Interest Payment Date	First Business Day of each month and at maturity	Last Business Day before the Interest Payment Date
Commercial Paper	From 1 to 270 days as determined for each Note pursuant to the Indenture ("Commercial Paper Rate Period")	First Business Day immediately following the applicable Commercial Paper Rate Period and at maturity	None (Payable upon presentation)
Fixed	(i) For Notes which mature 366 days or more from their date of issuance or conversion, from any Interest Payment Date in such Fixed Rate Period or the first day of such Period through (a) each succeeding _____ or _____ prior to maturity, or (b) the day preceding the maturity date for any Series of	The day following the end of the interest Period	(i) For Notes which mature 366 days or more from their date of issuance or conversion (a) prior to the maturity of any Series of Notes, the fifteenth day of the month (_____) or (_____) before the payment date and (b) in

Rate	Interest Period	Interest Payment Date	Record Date
	Notes; and (ii) for Notes which mature 365 days or less from their date of issuance or con- version, from the first day of such period through the day preceding the maturity date for any Series of Notes		connection with the maturity date of any Series of Notes, the fifteenth day of the month in which the maturity date occurs; and (ii) for Notes which mature 365 days or less from their date of issuance or con- version the fif- teenth 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 owners of record on the Business Day next preceding the date of payment or in the case of Notes which bear interest at a Commercial Paper Rate to the registered owner thereof upon presentation of such Note to the Paying Agent.

6. Method of Payment. Holders must surrender Notes to the Paying Agent to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the Noteholder hereof as of the Record Date or, in the case of Notes bearing interest at a Commercial Paper Rate to the registered owner thereof upon presentation of such Notes at the principal corporate trust office of the Paying Agent (a) in the case of Notes bearing interest at a Daily Rate, in immediately available funds (which payment may be made by wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given by a Noteholder owning not less than \$1,000,000 in principal amount of Notes to the Paying Agent at the time of the registration thereof, (b) in the case of Notes bearing interest at a Daily Rate owned by Noteholders other than those described in the preceding clause (a) in the absence of instructions given by Noteholders described in said clause (a) and in the case of all Notes bearing interest at a Fixed Rate, by check or

draft of the Paying Agent mailed to such Noteholder's registered address, and (c) in the case of Notes bearing interest at a Commercial Paper Rate, by check or draft of 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 purchase of a Note under the provisions of this Section 7 at 100% of the principal amount plus interest accrued to the date of purchase.

(a) Optional Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note or portion thereof, provided that such portion is \$100,000 or any integral multiple thereof, by delivering:

(i) an irrevocable written or telephone notice to the Paying Agent and the Remarketing Agent (see addresses below) by 10:00 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 and must be a Business Day) on which the Note is to be purchased; and

(ii) the Note to the Paying Agent (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below).

Notes Not So Tendered On The Applicable Optional Tender Date Shall Be Deemed Tendered By The Registered Owners Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Paying Agent.

(b) Mandatory Tenders. The Notes are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below. By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Registered Owners Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Paying Agent.

(i) Mandatory Tender on Each Interest Payment Date During Commercial Paper Rate Period. When any Series of Notes bears interest

at a Commercial Paper Rate, each Note of such Series will be subject to mandatory tender as provided above on the Interest Payment Date for such Note. If Notes are also subject to mandatory tender under paragraph (ii), below, the mandatory tender will be governed by that paragraph and not this paragraph.

(ii) **Mandatory Tender Upon a Change in the Interest Rate Determination Method for the Notes.** On the effective date of a change in the Interest Rate Determination Method for any Series of Notes (the three methods being Daily, Commercial Paper or Fixed Rates) the Notes of such Series will be subject to mandatory tender as provided above on the effective date of such change.

(c) **Payment of Purchase Price.** The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, this Note must conform in all respects to the description contained in the notice delivered by the Noteholder pursuant to paragraph 7(a)(i), above, and must be physically delivered to the Paying Agent properly endorsed for transfer. This Note must be accompanied by an instrument of transfer executed in blank by the Noteholder and with the signature of such Noteholder guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. The Paying Agent may refuse to accept delivery of this Note if a proper instrument of transfer is not provided.

(d) **Delivery Addresses; Additional Delivery Requirements.** Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices to
Remarketing Agent:

Notes and Notices
to Paying Agent:

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses.

(e) **Effect of Redemption or Mandatory Tender.** Notes tendered for purchase on a date after a call for redemption or before a mandatory tender

date but before the redemption date or mandatory tender date shall be purchased pursuant to the tender.

8. Redemptions. All redemptions will be made in funds immediately available on the redemption date and will be at a redemption price of 100% of the principal amount of the Notes being redeemed plus interest accrued to the redemption date, if any.

(a) Optional Redemption. When interest on the Notes is payable at a Daily Rate, the Notes may be redeemed in whole or in part at the option of the City on the first Business Day of each month. The Notes are not subject to optional redemption during any Commercial Paper Rate Period or any Fixed Rate Period.

(b) Mandatory Redemption for Failure to Reinstate the Letter of Credit for an Event of Default under the Reimbursement Agreement or in the case of the Series 1991B Notes, Sixty Days Following the Last Date for Payment of Taxes. All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption (i) in the event that the Paying Agent receives 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, (ii) if the Trustee and the Paying Agent receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement or (iii) sixty days following the last date for payment without interest or penalty of the taxes levied to pay the amounts appropriated for the funds to which the proceeds of the Series 1991B Notes were deposited.

(c) Notice of Redemption. At least 30 days before each optional redemption described in paragraph 8(a) hereof, the Paying Agent will mail a notice of redemption by first class mail to each Noteholder at the holder's registered address. The Paying Agent is required to give notice by first class mail of mandatory redemption described in the preceding paragraph to the owners of the Notes to be redeemed, not less than five days nor more than ten days after the receipt by the Paying Agent of the notice from the Bank described in the preceding paragraph. Failure to give any required notice of optional 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. Failure to give any required notice by mail of mandatory redemption of any Notes will not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) Effect of Notice of Redemption. When notice of redemption is given as required, Notes (or portions thereof) called for redemption become due and payable on the redemption date at the applicable redemption price; in such case when funds are deposited with the Paying Agent sufficient for

redemption, interest on the Notes (or portions thereof) to be redeemed ceases to accrue as of the date of redemption.

9. **Denominations; Transfer; Exchange.** The Notes are in registered form without coupons in denominations (the "Authorized 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 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, upon the request of the City and with the consent of the Bank, 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 Trustee, Paying Agent or the Bank for payment unless an abandoned property law designates another person.

12. **Amendment and Supplement, Waiver.** Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of 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 certain Events of Default occur, the Trustee may, and at the written request of the holders of at least 51% 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 Indenture 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, official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

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: _____

ISSUANCE OF GENERAL OBLIGATION EQUIPMENT
TENDER NOTES, SERIES 1991C.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to issue City of Chicago General Obligation Equipment Tender Notes, Series 1991C, in an amount not to exceed \$35,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a 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 necessary and desirable and in the public interest of the City to issue its General Obligation Equipment Tender Notes, Series 1991C (the "Series 1991C Notes" or the "Notes") to finance the acquisition of necessary capital equipment for the City, such borrowing being for proper public and corporate purposes and in the public interest; and

WHEREAS, The City has determined that it is necessary and desirable and in the public interest of the City to authorize the appropriation of amounts, and the levy of direct annual taxes, sufficient to provide for payment of principal of and interest on the Notes when due; and

WHEREAS, By virtue of its constitutional home rule powers and all laws applicable thereto, the City has the power to issue the Notes and to make the aforementioned appropriations and tax levies; now, therefore,

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

SECTION 1. Finding. The City Council 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 A (the "Indenture") shall, for all purposes of this Ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

SECTION 3. Authorization Of The Notes.

(a) For the purpose of providing moneys for the purpose provided herein, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes the issuance of the Notes, entitled to the benefit, protection and security of this Ordinance and the Indenture, in an aggregate principal amount 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 Equipment Tender Notes, Series 1991C". 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, all as provided in the Indenture.

(b) The Series 1991C Notes shall be issued for the purpose of financing the acquisition of certain capital equipment as authorized herein, and as more fully described in Exhibit B attached hereto and made a part hereof by this reference, in the aggregate principal amount at any one time outstanding of not to exceed \$35,000,000, and shall mature not later than four years from the date of issuance thereof.

(c) Solely to permit the Notes to have varying interest rate determination methods, the Notes may be issued and sold as one or more sub-series, each of which shall be (i) in the principal amount of not less than \$10,000,000, (ii) 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 (iii) identified by a number following the Series designation from 1 upward (i.e. Series 1991C-1, etc.).

(d) The Notes and the obligation of the City to reimburse any Bank for the payment of any Letter of Credit drawings to pay principal of and interest on the Notes shall be a direct and general obligation of the City for the payment of which, as to both principal and interest, the City pledges its full faith, credit and resources. Principal of and interest on each of the Notes and such reimbursement payments to any Bank shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes and there are hereby appropriated all such moneys, revenues, receipts, income, assets or funds as may be necessary for such purposes.

(e) The City shall promptly pay or 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.

(a) The proceeds from the sale of the Notes shall be deposited in the appropriate funds of the City and used for the purpose of financing the acquisition of certain capital equipment as provided for in Section 3(b) hereof and for the uses authorized in this Section and Section 5 hereof. The Budget Director of the City may authorize the use of the proceeds to purchase such equipment in smaller or larger quantities or substitute models and types of equipment as in his or her judgment the needs of the City or the price and availability of such equipment may require, provided that the total amount of proceeds expended for equipment for any department of the City shall not exceed the total amount provided for equipment for such department as set forth in Exhibit B hereto.

(b) Investment income earned with respect to undisbursed proceeds from the sale of the Notes may, in addition to other uses authorized pursuant to this Section and Section 5 hereof, be used at the discretion of the Budget Director of the City for the purpose of acquiring equipment, in addition to that described in Exhibit B or Section 4(a) hereof, for which the City Council has made a prior appropriation.

SECTION 5. Direct Annual Tax.

(a) For the purpose of providing funds required (i) to pay the principal of and interest on the Notes promptly as the same become due; (ii) if the Notes are secured by a bank credit facility, to reimburse such Bank for any unpaid drawings and the interest thereon to the extent such drawings were made for the payment of the principal of or interest on the Notes, including the purchase price of Notes tendered for payment; and (iii) to pay credit facility fees, remarketing agent fees, costs of issuance, note insurance premiums, if any, and other administrative expenses of the Notes, there is hereby levied and there shall be collected the following direct annual tax upon the taxable property in the City:

For The Year	A Tax Sufficient To Produce The Sum Of
1991	\$ 2,600,000
1992	2,600,000
1993	38,950,000

(b) The City Treasurer is hereby ordered and directed to deposit the proceeds of the taxes levied pursuant to this Section 5 into the Note Fund.

(c) In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Notes or any related Reimbursement Agreement and Letter of Credit Note, 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 and Letter of Credit Note from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advance of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Notes, the Reimbursement Agreement and the related Letter of Credit Note as the same become due.

(d) If the tax receipts derived from any annual tax levy provided for in this Ordinance is in excess of the amount required for the purposes specified in clauses (i), (ii) and (iii) of Section 5(a), then all or any portion of such excess may be abated pursuant to Section 5(e) or, at the direction of the Comptroller expressed in a certificate filed with the City Clerk and directed to the City Council, may be expended for the purchase of additional equipment in such types and quantities for use by the various departments of the City as the Budget Director shall determine.

(e) In the event that such tax receipts are not required for the purposes specified in clauses (i), (ii) and (iii) of Section 5(a) or expended as provided in Section 5(d), the Comptroller shall file a certificate of tax abatement in the respective offices of the County Clerks of Cook and Du Page Counties, Illinois (the "County Clerks"). The certificate of tax abatement shall indicate the amount of taxes levied pursuant to Section 5(a) hereof, the amount of reduction to be abated from such taxes, and shall further indicate the remainder of such taxes that are to be extended for collection by said County Clerks.

SECTION 6. Sale And Delivery Of The Notes.

(a) The Notes shall be sold and delivered to a group of underwriters (the "Underwriters") led by M. R. Beal & Company, to be selected by the Comptroller, subject to the terms and conditions of a contract of purchase related thereto. The Mayor or the Comptroller is hereby authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, one or more contracts of purchase in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed .75% of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Mayor or the Comptroller is authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture and to execute and deliver any certificates and other items required of the City in connection with such separate sales.

(b) Subsequent to the sale of any Series of 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 which are the subject of such notification of sale shall be attached thereto.

(c) In connection with any sale of Notes, the Mayor or the Comptroller is hereby authorized to execute and deliver, and the Underwriters are hereby authorized to use and distribute, such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to 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 7. 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 and the Paying Agent shall be evidenced by their respective execution of the Indenture. The acceptance of the Registrar shall be evidenced by its execution of an acceptance of such duties. The Mayor or the Comptroller is hereby authorized to execute and deliver an Indenture in connection with the issuance of the Notes or any Series of Notes, each such Indenture to be in substantially the form of Exhibit A attached hereto, 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 8. 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 9. The Bank. The City hereby authorizes the Comptroller to obtain an irrevocable Letter of Credit for any Series of the 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 Mayor or the Comptroller is hereby further authorized to (i) appoint a Bank to issue such Letter of Credit; (ii) approve, execute and deliver a Reimbursement Agreement relating to any Notes so secured in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes; and (iii) execute and deliver a Letter of Credit Note in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes and 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 .50% of the amount available to be drawn under such Letter of Credit. Nothing contained herein shall limit or restrict the Comptroller's ability to appoint separate Banks to issue separate Letters of Credit in connection with the issuance of distinct Series of Notes.

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 18% per annum.

In appointing any Bank pursuant to this Section 9, the Comptroller must select a banking corporation or association that will cause the Notes to bear one of 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 10. Appropriations. The City shall appropriate amounts sufficient to provide the funds required for payment in a timely manner of the obligations referenced in Section 5(a) hereof, 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.

SECTION 11. Note Insurance. The Comptroller is hereby authorized to obtain a policy of note insurance if determined by him to be desirable in connection with marketing and remarketing any Series of the Notes.

SECTION 12. Book Entry System. The Comptroller is hereby authorized to determine whether the Notes shall be issued in the form of a single fully registered note for each series and maturity of the Notes. If so authorized, the book-entry services of Midwest Securities Trust Company ("Midwest") shall be used. If used, the Comptroller is authorized to execute and deliver on behalf of the City such letters to or agreements with Midwest and the Registrar as shall be necessary to effectuate such book-entry system.

SECTION 13. 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 and such filings shall constitute the authority for extending, and it shall be the duty of said County Clerks 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 14. Additional Authorization. The Mayor, the Comptroller, the City Treasurer, the City Clerk and the Deputy City Clerk are hereby authorized to execute such other documents and perform such other acts as may be necessary or desirable in connection with the issuance, sale, delivery, provision for payment and payment of the Notes.

SECTION 15. 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 16. Publication. This Ordinance shall be published by the City Clerk, by causing to be printed at least 100 copies hereof, which copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 17. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication.

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

Exhibit "A".

City Of Chicago, Illinois

As Trustee

And

As Paying Agent

Trust Indenture.

Dated As Of January 1, 1991

*Securing
City Of Chicago, Illinois
General Obligation Equipment Tender Notes
Series 1991C.*

This Trust Indenture dated as of January 1, 1991, 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 corporation duly

organized and existing under the laws of the State of _____, having its principal corporate trust office in _____, as trustee (said corporation, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee") and _____, a corporation having its principal office in _____, 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 the Series 1991C Ordinance (as defined herein), the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

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

Whereas, In order to provide the funds needed to finance the acquisition of necessary capital equipment for the City, the City has duly authorized the issuance and sale of its General Obligation Equipment Tender Notes, Series 1991C (the "Series 1991C Notes" or the "Notes"); and

Whereas, In furtherance thereof, the City and _____ (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of January 1, 1991 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, When the Paying Agent is performing its duties as tender agent hereunder with regard to a purchase of Notes, 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 January 1, 1991 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, Original executed copies of the Reimbursement Agreement and the Remarketing Agreement have been delivered to and are on file in the Trustee's office and an original executed Letter of Credit has been delivered to and is on file in the Paying Agent's Office; 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 Registrar, 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 of Notes 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 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 Paying Agent 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" means an irrevocable letter, or letters, of credit delivered in accordance with Section 5.05(e) 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. Any Alternate Letter of Credit shall expire not earlier than the Letter of Credit being replaced thereby. 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 created 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" means, 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 5.05(e) hereof, "Bank" shall mean the issuer of such Letter of Credit or Alternate Letter of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its successors in such capacity and its assigns. "Principal Office" of the Bank shall mean _____.

"Bond Counsel" means the firm of nationally recognized bond counsel designated by the duly designated Corporation Counsel of the City.

"Business Day" means any day of the year on which banks located in the city, or cities, respectively, in which are located the Principal Offices of the Trustee, the 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" means the City of Chicago, Illinois.

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

"Commercial Paper Rate" means, with respect to any Note, the interest rate for such Note set under Section 2.02(a).

"Commercial Paper Rate Period" means, with respect to any Note, a period of 30 to 180 days as provided in Section 2.02(a).

"Comptroller" means the duly designated Comptroller, or 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 the Paying Agent into which Account shall be deposited certain Notes as provided in Article II hereof.

"Determination Date" is defined in Section 2.02(b).

"Event of Default" means any of the events stated in Section 7.01(a) hereof.

"Fixed Rate" means interest rate on the Notes pursuant to Section 2.02(b).

"Fixed Rate Period" means the period during which the Notes bear interest at a Fixed Rate, as such period is defined in Section 2.02(b) hereof.

"Indenture" means this Trust Indenture as from time to time amended or supplemented in accordance with Article IX hereof.

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

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

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

"Interest Rate Determination Method" means following a Commercial Paper Rate Period, the determination of either a succeeding Commercial Paper Rate Period or a Fixed Rate Period.

"Letter of Credit" means the irrevocable letter 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 5.05(e) hereof, "Letter of Credit" means 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" means a note issued by the City to the Bank, evidencing the obligations of the City to the Bank pursuant to the Reimbursement Agreement.

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

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

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

"Note Register" means books for the registration and transfer of the Notes maintained by the Registrar and its Principal Office.

"Noteholder" or "Owner" means the person or entity 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" means 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 2.10 hereof. Any notice mailed as provided in this Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

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

"Outstanding", when used in reference to the Notes, shall mean, 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" means, initially, _____, or any other or successor paying agent appointed in accordance with Section 8.20 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent means 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. The "Principal Office" of the initial Paying Agent is located in New York, New York.

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

- (i) direct obligations of the United States of America and agencies thereof, or
- (ii) obligations fully guaranteed by the United States of America, or
- (iii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at

least \$300,000,000 (including the Trustee if such conditions are met), or

- (iv) commercial paper of companies incorporated or doing business under the laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S. & P. or Moody's (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization, or
- (v) repurchase agreements with any financial institution having combined capital and surplus and retained earnings of at least \$300,000,000 with any of the obligations of the type described in clauses (i) through (iv) above as acceptable collateral, provided that the term of any such repurchase agreement shall not exceed 90 days.

"Principal Office" means (i) with respect to the initial Bank, the initial Paying Agent, the initial Remarketing Agent and the initial Trustee, the Principal Offices described in the definitions of such terms and (ii) with respect to any other entity, the principal office of such entity designated in writing by such entity to the Trustee, the Paying Agent, 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 (Sub)Exhibit A.

"Registrar" means the Paying Agent acting in the capacity of registrar under this Indenture, its successors and their assigns.

"Reimbursement Agreement" means 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 or agreements executed and delivered contemporaneously with the original issuance of the Notes or any Series of Notes, 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 the applicable Series of Notes, unless the context shall clearly indicate otherwise.

"Remarketing Agent" means, initially, _____, or any other remarketing agent appointed in accordance with Section 8.28 hereof. "Principal Office" of the Remarketing Agent means the address given by the

Remarketing Agent in writing to the City, the Trustee, the Paying Agent and the Bank. The "Principal Office" of the initial Remarketing Agent is located in New York, New York.

"Remarketing Agreement" means the agreement or agreements among the City, the Paying Agent and the Remarketing Agent entered into pursuant to Section 8.28 hereof, 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 the applicable Series of Notes, unless the context shall clearly indicate otherwise.

"Series" shall have the meaning assigned to such term in Section 2.01(b) hereof, as modified by Section 2.06(b) hereof.

"Series 1991C Notes" shall have the meaning assigned to such term in Section 2.01(b) hereof.

"Series 1991C Ordinance" means the ordinance adopted by the City Council of the City on _____, authorizing the issuance of not to exceed \$35,000,000 General Obligation Equipment Tender Notes, Series 1991C, of the City.

"Service Fund" means the fund created pursuant to Section 5.06 hereof, and held and administered by the Paying Agent.

"State" means the State of Illinois.

"S. & P." means 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, the Paying Agent and the Remarketing Agent.

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

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

"Trustee" means _____, as trustee under this Indenture, its successors in trust and their assigns "Principal Office" of the Trustee means the principal corporate trust office of the Trustee, which office at the date of this Indenture is located at _____.

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 of this Indenture, the City shall execute the Notes and deliver them to the Registrar for authentication. At the direction of the City, the Registrar shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated by the title "City of Chicago General Obligation Equipment Tender Notes, Series 1991C" (the "Series 1991C Notes" or the "Notes"). The Notes shall be dated as provided in Section 2.06(d) hereof.

(b) The Notes shall be issued in the aggregate principal amount of \$35,000,000 for the purpose of financing the acquisition of certain equipment and other purposes more fully described in the Series 1991C Ordinance, as below designated, in the principal amounts, bearing interest at such rate or rates not to exceed 12% per annum, and maturing subject to prior redemption on _____, _____.

(c) Each Note shall be a direct and general obligation of the City for the payment of which, as to principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(d) 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.

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

Section 2.02. Interest Rate Determination Methods For The Notes.

(a) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. The Notes shall bear interest at a Commercial Paper Rate when issued and thereafter until a Fixed Rate is validly established pursuant to Section 2.02(b) hereof. The Commercial Paper Rate and the Commercial Paper Rate period for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller, unless the Comptroller's direction pursuant to Section 2.03(a) requires the Remarketing Agent to make such determination, in which event the Remarketing Agent shall make such determinations as provided herein on the Business Day preceding the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at 100% of its principal amount. The Notes of any Series may have different Commercial Paper Rates and different Commercial Paper Rate Periods. Interest on any Note bearing interest at a Commercial Paper Rate will accrue from the first day of the applicable Commercial Paper Rate Period to and including the last day of such period.

If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any period which immediately follows a Commercial Paper Rate Period, the same Commercial Paper Rate and Commercial Paper Rate Period as the Commercial Paper Rate and Commercial Paper Rate Period then ending will follow commencing on the day that was to be the first day of the proposed Commercial Rate Period. If a court holds that a Commercial Paper Rate or the duration of any Commercial Paper Rate Period is invalid or unenforceable, then a 30-day Commercial Paper Rate Period for any such Note will follow, and the Commercial Paper Rate for such Note for such Commercial Paper Rate Period shall be that annual rate of interest equal to 85% of the interest rate applicable to 90-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 90-day Treasury bill shall have been sold at the most recent Treasury auction within the preceding 30 days. In all cases in which the Commercial Paper Rate Period is determined pursuant to this paragraph, if the maturity

date of the Notes is before the end of such commercial Paper Rate Period as so determined, the last day of such Commercial Paper Rate Period shall be the maturity date of the Notes.

(ii) Determination of Commercial Paper Rate Periods. While the Notes of any Series bear interest at a Commercial Paper Rate, the length of the Commercial Paper Rate Period (which may be from 30 to 180 days), for each Note of such Series shall 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), unless the Comptroller's direction requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations as described above. In all cases, the party making the determination as to the Commercial Paper Rate for any Note shall also make the determination as to the length of the Commercial Paper Rate Period for such Note. The day following the last day of any Commercial Paper Rate Period for the Notes of any Series shall be a Business Day.

(iii) Limitations. Notwithstanding the foregoing, if the Remarketing Agent or the Comptroller have previously determined that the Notes of any Series are to bear interest at a Fixed 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 before the effective date of the change to the Fixed Rate.

(b) Fixed Rate. The Comptroller may set a Fixed Rate for any Series of the Notes on a date (the "Determination Date") no fewer than 7 nor more than 15 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 rate necessary (as determined by the Comptroller on the determination Date) for the Remarketing Agent to sell the Notes of such Series on the first day of the Fixed Rate Period at an amount equal to 100% of their principal amount.

If any condition to a change in the Fixed Rate for any Series of Notes shall not have been satisfied on the first day of the proposed Fixed Rate Period, such change shall not be effective, and such Notes shall bear interest at the Commercial Paper Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until a Commercial Paper Rate Period or a Fixed Rate Period is validly designated for such Notes hereunder. In such event, the Paying Agent shall give telephonic (subsequently confirmed, in writing) or facsimile notice (provided information required to provide Notice in such manner has been received by the Paying Agent from each such Noteholder; otherwise by mail) to each Noteholder that had delivered an election to retain its Notes upon the change to a Fixed Rate that the Notes of such Noteholder are deemed tendered and shall be presented to the Paying Agent for payment of the purchase price thereof.

Section 2.03. Changes In Interest Rate Determination Method.

(a) **Changes Directed by the City.** The City may, acting through the Comptroller, change the Interest Rate Determination Method for the Notes of any Series to a different Commercial Rate Period or to a Fixed Rate Period. If the change is to a Fixed Rate, the City shall notify the Paying Agent, the Bank and the Remarketing Agent at least 20 days prior to the proposed effective date of such change, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. Such notice shall specify the Series of Notes affected and contain the effective date of the change and 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 exclusion of the interest on the Notes from federal income taxes. 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.

The Comptroller may (1) make the determinations regarding the Interest Rate Determination Method for any Series of Notes pursuant to paragraph (b) below or to cease to make such determinations for a specific or an indefinite period of time, (2) while the Notes of any Series bear interest at a Commercial Paper Rate, require the Remarketing Agent to set each Commercial Paper Rate and the length of any Commercial Paper Rate Period pursuant to Section 2.02(b), or to cease to do so for a specific or an indefinite period of time or (3) override a determination regarding the Interest Rate Determination Method for any Series of Notes made by the Remarketing Agent pursuant to paragraph (b) below, provided that notice of a change in the Interest Rate Determination Method pursuant to Section 2.03(d) has not yet been given.

(b) **Changes Directed by the Remarketing Agent.** When directed to do so pursuant to Section 2.03(a) hereof, the Remarketing Agent shall consider whether the Interest Rate Determination Method for any Series of the Notes should be changed to a different Commercial Paper Rate Period because in the Remarketing Agent's judgment, a different Commercial Paper Rate Period 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, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Commercial Paper Rate Period will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (i) 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 Commercial Paper Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (ii) 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 for a different Commercial Paper Rate Period specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. In the making the determinations described in this Section 2.03(b), the Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may, but need not, include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent hereunder or by the City pursuant to paragraph (a) above, the Notes of such Series shall bear interest for the Commercial Paper Rate Period specified in such notice.

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 for the current or any other Commercial Paper Rate Period, 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 day following the last day of the Commercial Rate Period of all Notes of such Series;

(ii) no change shall be made to a Fixed Rate at the direction of the City pursuant to Section 2.03(a) 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) has been withdrawn. If the Paying Agent shall have sent any notice to the Noteholders regarding a change to the Fixed Rate Period under Section 2.03(d), then in the event of such withdrawal of Opinion of Bond Counsel, 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 to a fixed Rate is to be made as to any Series of Notes, the Paying Agent will notify the Noteholders of such Series by Mail at least 10 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). The notice of the change will specify the particular Notes affected and state:

- (i) that the Interest Rate Determination Method will be changed to a fixed Rate Period;
- (ii) the effective date of the new period;
- (iii) the Interest Payment Dates and Record Dates in the new period;
- (iv) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of such Series;
- (v) any ratings assigned the Notes of such Series by the Rating Agencies effective on the change;
- (vi) that during the Fixed Rate Period there will be no right to tender the Notes;
- (vii) that the Notes are not subject to optional redemption during the Fixed Rate Period;
- (viii) that during the Fixed Rate Period Notes may be issued in denominations of \$5,000 or integral multiples of \$5,000; and
- (ix) that the Notes of such Series will be subject to mandatory tender for purchase on the effective date of the change as provided in the Notes, that the Owner may elect to retain his Note, subject to (A) the right of the City to purchase such Note for cancellation and (B) the requirement of Section 2.02(b) hereof that such Note be tendered on the first day of any proposed Fixed Rate Period for which the change in the Interest Rate Determination Method to a Fixed Rate does not become effective, and the manner in which such retention may be effected.

The form of each notice provided for in this Section 2.03(d) shall be furnished to the Paying Agent by the Trustee.

Section 2.04. Calculation Of Interest Due On Notes.

The Paying Agent will compute the amount of interest payable on the Notes from the interest rates supplied to the Paying Agent by the Comptroller or the Remarketing Agent, as the case may be, and will confirm such amounts when computed with the Trustee and the Remarketing Agent. The Remarketing Agent shall promptly advise the Trustee and the Paying Agent by telephone, promptly confirmed in writing, of any interest rate set by the Comptroller or the Remarketing Agent. Using the rates supplied by this notice, the Paying Agent and the Trustee will calculate the interest payable on the Notes. The Remarketing Agent will inform the Comptroller and the Bank orally at the 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 by telephone (promptly confirmed in writing), not later than the close of business on the day on which such interest rate is set.

The setting of the rates and the calculation of the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

Section 2.05. Mandatory Tenders.

(a) The Notes are subject to mandatory tender and are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, on the Business Day following the last day of the Commercial Paper Rate Period for such Note.

Owners of Notes may elect to retain their Notes notwithstanding such requirement of mandatory tender as provided in the form of Note attached hereto as (Sub)Exhibit A subject to the requirement of Section 2.02(b) hereof that all such Notes be tendered on the day preceding the first day of any proposed Fixed Rate Period for which the change in the Interest Rate Determination Method to a Fixed Rate does not become effective.

(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 or its designee in the books of the Registrar kept pursuant to Section 2.10 hereof. The Paying Agent shall promptly notify the Bank of the principal amount of any Notes deposited in the Custody Account. The Paying Agent shall not release such Notes from the Custody Account unless the Letter of Credit provides amounts sufficient to make the payments of principal and interest with respect to such Notes and all other Notes then Outstanding. "Interest" in the preceding sentence shall mean interest with respect to such notes and all other Notes then Outstanding for the number of days on interest at the

maximum rate originally provided in the Letter of Credit. Any Notes remaining on deposit in the Custody Account on the date of maturity thereof shall be presented to the Registrar for cancellation.

(c) 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 for which proper notice of tender has been given to the Paying Agent and the Remarketing 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.

(d) Notes tendered as provided in Section 2.05 hereof will be offered for sale by the Remarketing Agent except as follows:

(i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (ii) of Section 4.01 will be cancelled.

(ii) Notes purchased by the City pursuant to Section 4.02(a) hereof will be cancelled.

(iii) Notes purchased by the City pursuant to Section 4.02(b) hereof may be remarketed only if the Opinion of Bond Counsel required by Section 4.02(b) is provided to the City and the Remarketing Agent.

(iv) Notes for which a notice has been given pursuant to Section 2.03(d) hereof regarding a change in the Interest Rate Determination Method for such Notes may be remarketed before the effective date of such change only if the buyer receives a copy of said notice.

(v) 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.

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.

(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 denominations of \$100,000 or integral multiples thereof, provided that

Notes of any Series bearing interest at a Fixed Rate shall be in the denominations of \$5,000 or integral multiples thereof. Notes of such 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. Notes of any Series may be issued and sold as one or more Sub-Series, each of which shall be (i) in the principal amount of not less than \$10,000,000, (ii) deemed to be a "Series" under this Indenture only for establishing and maintaining an Interest Rate Determination Method for such Notes, and (iii) identified by a number following the Series designator from 1 upward (i.e., Series 1991C-1, et cetera). If a separate Series or Sub-Series is designated by the City hereunder, the term "Series" as used in this Indenture shall mean and refer to each such Sub-Series so designated.

(c) Principal and Interest Payable. The principal of the Notes shall be payable to the Noteholders upon presentation and surrender of such Notes at the Principal Office of the Paying Agent as they respectively become due. On each Interest Payment Date, interest will be paid to the Noteholders of record on the registration books maintained by the Registrar as of the close of business on the applicable Record Date or in the case of Notes bearing interest at a Commercial Paper Rate, to the person to whom the principal on such Note is payable upon presentation of such Notes at the Principal Office of the Paying Agent. In the case of Notes bearing interest at a Commercial Paper Rate, interest will be payable in immediately available funds (which payment may be made by wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given by a Noteholder owing not less than \$1,000,000 in principal amount of Notes to the Paying Agent at the time of registration, and in the case of Notes bearing interest at a Commercial Paper Rate owned by Noteholders other than those described in the preceding clause or in the absence of instructions by Noteholders described in said clause, by check or draft of the Paying Agent provided in each case interest shall be payable only upon presentation and surrender of such Notes at the Principal Office of the Paying Agent. In the case of all Notes bearing interest at a Fixed Rate, interest will be paid by check or draft of the Paying Agent mailed on the Interest Payment Date to the address of such Noteholder as it appears on the registration books as of the close of business on the Record Date. When a Note bears interest at the Fixed Rate, the Record Dates for such Note are the 15th day of the month preceding an Interest Payment Date for such Note (other than the maturity date) and the 15th day of the month in which such Note matures. If and to the extent that there shall be a default in the payment of the interest due on the 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 or in the case of Notes bearing interest at a Commercial Paper Rate, upon presentation of such Notes at the Principal Office of the Paying Agent.

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

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

Section 2.08. 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 (Sub)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; provided 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 the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Paying Agent sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the 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.

(a) 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 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 bearing interest at a Fixed Rate 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 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 complete the Commercial Paper Rate Legend contained on the face of the Note as set forth in (Sub)Exhibit "A".

(b) Book-Entry Only System. If so determined and directed by the City Comptroller for any Series of the Notes, such Notes shall be initially issued in the form of a separate single fully registered Note for each Series of the Notes as provided in Section 2.01(b) hereof. Upon initial issuance, the ownership of each such Note shall be registered in the Note Register in the name of Kray & Co., or any successor thereto ("Kray"), as nominee of Midwest Securities Trust Company, Chicago, Illinois, and its successors and assigns ("Midwest"). In the event that the Comptroller determines to use the book-entry system of Midwest as provided in this Section 2.10(b), all of the outstanding Notes shall be registered in the name of Kray, as nominee of Midwest, except as hereinafter provided. The Comptroller is hereby authorized to execute and deliver on behalf of the City such letters to or agreements with Midwest and the Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter").

With respect to Notes registered in the name of Kray, as nominee of Midwest, the City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which Midwest holds Notes from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Midwest Participant"), or to any person on behalf of whom such a Midwest Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of Midwest, Kray or any Midwest Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Midwest Participant or any other person, other than a registered Owner of a Note, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any Midwest Participant or any other person, other than a registered Owner of a Note, of any amount with respect to principal or interest on the Notes. The City and the Registrar may treat and consider the person in whose name each Note is registered as the holder and absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of giving notices of redemption and other matters with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Registrar shall pay all principal and interest on the Notes only to or upon the order of the respective registered Owners of the Notes or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal and interest on the Notes to the extent of the sum or sums so paid. No person other than a registered Owner of a Note shall receive a Note certificate evidencing the obligation of the City to make payments of principal and interest with respect to any Note. Upon delivery by Midwest to the Registrar of written notice to the effect that Midwest has determined to substitute a new nominee in place of Kray, and subject to the provisions in Section 2.06(c) hereof with respect to the payment of interest by the mailing of checks or drafts to the registered Owners of Notes, the name "Kray" in this Indenture shall refer to such new nominee of Midwest.

In the event that (i) the Comptroller determines that Midwest is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Registrar and Midwest evidenced by the Representation Letter shall be terminated for any reason, or (iii) the Comptroller determines that it is in the best interests of the beneficial Owners of the Notes that they be able to obtain certificated Notes, the City shall notify Midwest and Midwest Participants of the availability through Midwest of Note certificates and the Notes shall no longer be restricted to being registered in the name of Kray, as nominee of Midwest. At that time, the Comptroller may determine that the Notes shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Comptroller, or such depository's agent or designee, and if the Comptroller does not select such alternate universal book-entry system, then the Notes may be registered in whatever name or names registered Owners of Notes transferring or exchanging Notes shall designate, in accordance with the provisions of Section 2.10(a).

Notwithstanding any other provision of this Indenture to the contrary, so long as any Note is registered in the name of Kray, as nominee of Midwest, all payments with respect to principal and interest on such Notes and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the Representation Letter.

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 and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Registrar to the City. 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 Series 1991C Notes shall be deposited with the City Treasurer in the appropriate funds of the City and used for the purpose of financing the acquisition of certain equipment as provided for in Section 2.01(b) hereof.

Article IV.

Redemption And Repurchase By City.

Section 4.01. Redemption.

The Notes shall be subject to redemption at par and accrued interest, if any, prior to the maturity thereof, as follows:

(i) The Notes are not be subject to optional redemption by the City.

(ii) All Notes (or if different Alternate 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, if any, to the date of redemption in the event that the Paying Agent receives 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 the Trustee and the Paying Agent 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(a) hereof and the Trustee shall promptly notify the City and the Remarketing Agent that it has received such notice from the Bank.

Section 4.02. Purchase By City.

(a) The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note subject to mandatory tender pursuant to Section 2.05(a) 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 (promptly confirmed in writing), telex or facsimile communication by the Comptroller (i) in the case of the purchase of a Note held in the Custody Account, not later than 2:00 P.M. on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 2.05(a) hereof, not later than 3:00 P.M. on the second-to-last Business Day before the mandatory tender date for such Note. Such notice from the Comptroller shall state the principal amount and Series of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 2.05(a). Prior to the applicable date of Notice set forth in the first sentence of this Section 4.02(a), the City shall deposit with the Paying Agent funds sufficient to purchase such Notes. In the event any Notes are to be purchased or cancellation on a mandatory tender date, the Paying Agent shall notify the owners of Notes who have elected to retain such Notes which were selected for purchase by telephone (promptly confirmed in writing), telex or facsimile (provided that information required to give notice in such manner has been received by the Paying Agent from each such Noteholder, otherwise by mail) that the Notes of such owners identified in such notice must be tendered for purchase on the mandatory tender date, that the right to retain such Notes no longer exists and that any election to retain such Notes previously made is rendered void and of no effect. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.02(a) shall be furnished to the Paying Agent by the Trustee. Any Notes so purchased for cancellation shall be selected first, from Notes on deposit in the Custody Account, second, from any Notes as such become available upon mandatory tender pursuant to Section 2.05(a) hereof; provided, that if less than all of the Notes subject to mandatory tender pursuant to Section 2.05(a) hereof are to be purchased for cancellation, the Notes so purchased shall be selected first from Notes which the owners thereof have not elected to retain and thereafter by lot in such manner as the Paying Agent deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may be purchased through the Remarketing Agent, only upon receipt of an opinion of nationally recognized bankruptcy counsel that the purchase of the Notes with such moneys will not be avoidable as preferential payments under Section 544 or Section 547 of the United States Bankruptcy Code should the City become a debtor in a proceeding commenced thereunder; and provided further that such Notes may only be sold or remarketed if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely

affect the exclusion of interest on the Notes from federal income taxes. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Section 4.03. Procedure For Redemption.

(a) In the event the Notes are called for redemption pursuant to subclause (ii) of Section 4.01 hereof, not less than five (5) days nor more than ten (10) 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 by Mail to the owners of Notes to be redeemed with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent, 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, which date shall be not more than fifteen (15) days after the date on which the Paying Agent receives notice from the Bank pursuant to subclause (ii) of Section 4.01 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 satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest; provided, however, that failure duly to give such Notice by Mail to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Notes and all such Notes shall be subject to redemption on the date specified by the Paying Agent. The Paying Agent shall also draw under the Letter of Credit in accordance with its terms an amount sufficient to pay on the redemption date the principal amount and accrued interest of all Notes that are outstanding. 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. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(a) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee or the Paying Agent.

(b) Notes 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 7.01(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 Equipment Tender Notes, Series 1991C Note Fund" (the "Note Fund"). The Note Fund shall contain a separate account for each Series of the Notes. All deposits made to, or withdrawals from, the Note Fund made with respect to any Series of Notes shall be made only to or from the specific account applicable to such Series. 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.

Section 5.02. Deposits Into Note Fund.

(a) Subject to the right of the City and the Bank to make alternative arrangements with respect to the reimbursement of the Bank by the City for draws under the Letter of Credit, the City shall deposit into the Note Fund 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 Notes when necessary. Such moneys shall consist of the proceeds of the collection of the taxes levied pursuant to Section 5 of the Series 1991C ordinance and other moneys of the City legally available therefor.

(b) The City may deposit legally available funds into the Note Fund and may use legally 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 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 Reimbursement Agreement shall constitute an authorized instruction to transfer funds to the Bank. If such notice is received by the Trustee prior to 12:00 Noon on any Business Day the Trustee shall, to the extent sufficient funds are available in the appropriate account of the Note Fund, remit immediately available funds by 3:00 P.M. on such day to the Bank. If such notice is received after 12:00 Noon, it shall be deemed to be received on the next Business Day.

(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 drawing 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 a drawing on the Letter of Credit or remarketing proceeds, 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 account within the Note Fund to the Bank for the purpose of reimbursing the Bank for any draw under 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 account 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 the Note Fund shall be made only to and for purposes for which the particular account within the Note Fund has 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 5.03, 5.10 and 8.04 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any Permitted Investments 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 (or if different letters of credit are issued in respect of a different Series of Notes, then the Letter of Credit with respect to each Series, as applicable) in accordance with the terms thereof to make timely payments of principal of and interest on the Notes required to be made, whether upon stated maturity, any redemption, any acceleration or any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to pay the purchase price of Notes tendered pursuant to Section 2.05(a) hereof in accordance with Section 5.05(f) hereof.

(c) Not later than 11:00 A.M. on the Business Day immediately preceding each Interest Payment Date while the Notes bear interest at a Commercial Paper Rate, the Paying Agent shall draw under the Letter of Credit in accordance with its terms an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such Interest Payment Date to equal the accrued and unpaid interest on such Series of Notes Outstanding calculated at the actual rate of interest on the Notes payable on such Interest Payment Date.

(d) Not later than 11:00 A.M. on the Business Day immediately preceding each Interest Payment Date while the Notes bear interest at a Fixed Rate, the Paying Agent shall draw under the Letter of Credit in accordance with its terms an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such Interest Payment Date to equal the accrued and unpaid interest on such Series of Notes Outstanding calculated at the actual rate of interest on the Notes payable on such Interest Payment Date.

(e) 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, the Paying Agent, the Remarketing Agent and the 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. An Alternate Letter of Credit may not be delivered during a Commercial Paper Rate Period unless the date of delivery of such Alternate Letter of Credit is an Interest Payment Date for all Notes in the Commercial Paper Rate Period to be secured by such Alternate Letter of Credit. Upon satisfaction of the preceding provisions, the Paying Agent shall accept such Alternate Letter of Credit and surrender the previously held Letter of Credit to the Bank on the termination date of such Letter of Credit, in accordance with the terms of such Letter of Credit, for cancellation. In the event the previously held Letter of Credit and the Alternate Letter of Credit then being delivered are contemporaneously effective for any period, any draws to be made under the Letter of Credit during such period shall be made under the Alternate Letter of Credit. 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.

(f) The Paying Agent shall, not later than 2:30 P.M. on the day on which any Note is to be tendered as provided in Section 2.05(a) hereof draw on the Letter of Credit an amount sufficient to pay in full the principal of and accrued interest, if any, on such Note to be tendered or deemed tendered, less the amount of any remarketing proceeds received by the Paying Agent in accordance with the second succeeding sentence. No later than 11:00 A.M. on the day on which such Note is to be purchased, the Remarketing Agent pursuant to Section 2(c) of the Remarketing Agreement, shall notify the Paying Agent and the Bank of the principal amount of the Notes which have not been remarketed. No later than 2:00 P.M. on the day on which such Note is to be tendered, the Remarketing Agent pursuant to Section 8(b) of the Remarketing Agreement, shall transfer to the Paying Agent all funds received from the remarketing of such Notes. In the event the Paying Agent has not received such funds by 2:00 P.M. on such day, the Paying Agent shall draw on the Letter of Credit an amount sufficient to pay in full the principal of and accrued interest, if any, on such Note. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or repurchased by the City pursuant to Section 4.02 hereof.

(g) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, facsimile or telephonic notice, such facsimile or telephonic notice to be promptly confirmed in writing, to the Bank, the Trustee, the City, the 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(a) hereof.

(h) 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, whether upon any Interest Payment Date, maturity, redemption, or mandatory tender. 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 210 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.

(i) The Paying Agent shall draw no funds under the Letter of Credit for the payment of any principal of or interest on Notes on deposit in the Custody Account.

(j) The Paying Agent shall not sell, assign or transfer the Letter of Credit except to a successor Paying Agent as designated hereunder or as otherwise permitted or required by this Indenture and the Letter of Credit.

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 Equipment Tender Notes, Series 1991C, Service Fund" (the "Service Fund"). Money shall be deposited in the Series 1991C Service Fund as such moneys are 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 5.09 and 5.10 hereof.

(b) The Series 1991C Service Fund shall 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 and all other moneys held in the Service Fund shall be deposited in the General Subaccount.

(c) The Comptroller is hereby authorized to enter into such agreements with the Trustee or Paying Agent 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 of 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 later than the date or dates on which such funds will be needed for the purposes for which they were deposited in the Service Fund, and in any event, not later than 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 Under The Letter Of Credit To Pay The Series 1991C Notes Or For The Payment Of The Series 1991C Notes.

For the purpose of providing funds required to reimburse the Bank for drawings under the Letter of Credit to pay the principal of and interest (calculated at ____ % per annum) on the Notes promptly as the same become due, or to pay the principal of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit, the City has levied, pursuant to Section 5(a) of the Series 1991C Ordinance, a direct annual tax upon all taxable property in the City. The City Treasurer is hereby ordered and directed to deposit the taxes so levied pursuant to the Series 1991C Ordinance into the Note Fund.

The City will make no borrowings payable from the proceeds of the taxes levied for the purposes for which the Notes are issued unless such borrowings are junior and subordinate in all respects to the City's obligation (a) to reimburse the Bank for any draw under the Letter of Credit for the purpose of paying principal and interest on the Notes or (b) to pay principal and interest on the Notes if the Bank has failed to honor a proper drawing under the Letter of Credit.

Section 5.08. Insufficiency Of Taxes To Pay Reimbursement Obligations And The Letter Of Credit Note.

(a) In the event that 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 anticipation of the collection of the taxes and when 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, as to principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, as to 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 an advance is made to the City in accordance with the Reimbursement Agreement creating a payment obligation under the Letter of Credit Note, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such advance.

Section 5.09. 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, unless an abandoned property law designates another person, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

Section 5.10. 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 5.09(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) Except as provided in Section 5.09(b) hereof, any moneys remaining in any account of the Note Fund or held by the Trustee or the Paying Agent 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 hereto and 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, as amended (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 2.05 hereof to the holder thereof upon the same Business Day such Note is tendered pursuant to the provisions hereof;

(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 51% of the principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in clauses (i), (ii), (iii) or (iv) of paragraph (a) of this Section, the Trustee may, and at written request of Noteholders owning not less than 51% 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 51% 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 or published, 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 hereunder.

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

(a) The provisions of Section 4.03(a) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (ii) of Section 4.01 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that the Letter of Credit in respect of which the Bank had previously given notice pursuant to subclause (ii) of Section 4.01 hereof has been fully reinstated. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice 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 51% 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 proceedings; 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 (except for proceeds of the remarketing of the Notes and moneys drawn under the Letter of Credit, which shall be applied solely and only to the purposes for which such moneys were drawn, as provided herein) by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such 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, 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 this Indenture) and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(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, 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, Paying Agent And Remarketing Agent..

The City hereby appoints _____, as Trustee, and _____, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance by the Trustee and by 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 effort of, any other provision of this Indenture, 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 any 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 5.09 hereof; provided, however, that the payment of such compensation and reimbursement of expenses shall not be a prerequisite to the Paying Agent's obligation to draw on the Letter of Credit as provided in Section 5.05 hereof.

(b) The Remarketing Agent shall be entitled to compensation and 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 51% in principal amount of the Notes then Outstanding.

(b) The Paying Agent shall give facsimile 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, clauses (iii) and (iv) 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, subject to the provisions of Section 7.02(b) hereof, 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, the Registrar and the Remarketing Agent shall all have their principal offices in the City of New York, New York, subject to the provisions of Section 7.02(b) hereof.

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

Section 8.09. Resignation Of Trustee.

The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Paying Agent, the Remarketing Agent and the Bank, not less than 45 days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail to all Noteholders owning Outstanding Notes not less than three weeks prior to such resignation date. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided, and (ii) the resigning Trustee, if it is then the beneficiary of the Letter of Credit pursuant to Section 7.02(b) hereof, transfers and assigns the Letter of Credit to the successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer

and assignment of the Letter of Credit, if applicable. 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, the Paying 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 30 days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder; and provided, further, that the Trustee shall transfer and assign the Letter of Credit to the successor Trustee upon such removal if it is then the beneficiary of the Letter of Credit pursuant to Section 7.02(b) hereof.

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, the Remarketing Agent and the Bank, and to be given by Mail to all Noteholders owning Outstanding Notes. 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 meeting the qualifications set forth in Section 8.12 hereof.

Section 8.14. Acceptance Of Trusts By Successor Trustee.

In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04(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 its 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 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 51% 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 provision is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

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 the 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 45 days before the date specified in such instrument when such resignation shall take effect, and by giving notice of

such resignation by Mail to all Noteholders owning Outstanding Notes not less than three weeks prior to such resignation date. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Paying Agent and Registrar shall have been appointed and shall have accepted the duties of Paying Agent and Registrar as hereinafter provided, and (ii) the resigning Paying Agent transfers and assigns the Letter of Credit to the successor Paying Agent, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Paying Agent and Registrar and the transfer and assignment of the Letter of Credit. 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 30 days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder; and, provided further, that the Paying Agent shall transfer and assign the Letter of Credit to the successor Paying Agent upon such removal.

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 owning Outstanding Notes. 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, (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 8.22. 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 meeting the qualifications set forth in Section 8.21 hereof.

Section 8.23. Acceptance Of Duties By Successor Paying Agent And Registrar.

In order to evidence the acceptance of the position of Paying Agent and Registrar hereunder, 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 and 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 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.

The Remarketing Agent may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Notes held by it in such capacity to its successor or, if there is no successor, to the Trustee.

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

Section 8.29. The Bank.

The City hereby appoints _____ as the initial 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 exclusion from federal income taxes of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

(c) No amendment to this Indenture pursuant to this Section shall be made that would materially adversely affect the Noteholders or the security for the Notes.

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, 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 exclusion from federal income taxes 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 Registrar, 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 shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of any Supplemental Indenture 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 thereon.

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, the Remarketing Agent 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, the Remarketing Agent and the Paying Agent have their Principal Offices.

Section 10.06. Notices.

(a) Unless otherwise provided in this Indenture, all notices, certificates, requests, or other communications hereunder shall be sufficiently given and shall be deemed delivered or given when delivered by hand or sent by facsimile, confirmed by first-class mail, postage prepaid, addressed as follows:

If To The City:

Comptroller's Office
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

If To The Trustee:

If To The Paying Agent:

If To The Bank:

If To The Remarketing Agent:

Each of the recipients of notices under this Agreement listed above may, by written notice given hereunder to the others, designate any further or different addresses to which subsequent notices, certificates, requests, or other communication shall be sent. In addition, the parties hereto may agree to any other means by which subsequent notices, certificates, requests, or other communication may be sent.

(b) The City shall promptly give notice of (i) the designation of any new Trustee or Paying Agent, (ii) the termination or expiration of the Letter of

Credit, (iii) any intention to obtain an Alternate Letter of Credit as provided in clause (f) 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, (vii) any redemption or purchase for cancellation of the Notes or (viii) 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: Public Finance 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. Such notice shall be given, where applicable, in advance of such event; otherwise as soon thereafter as practicable.

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.

In Witness Whereof, The City of Chicago, Illinois has caused this Indenture to be executed by its Comptroller, attested by its City Clerk and its corporate seal to be affixed hereto; Independence Bank of Chicago has caused this Indenture to be executed by one of its Vice-Presidents, attested by one of its Assistant Secretaries and its corporate seal to be affixed hereto; and Citibank, N.A. has caused this Indenture to be executed by one of its officers thereunto duly authorized, attested by one of its duly authorized officers and its corporate seal to be affixed hereto, all as of the day and year first above written.

City of Chicago, Illinois

(Seal)

Comptroller

11/28/90

REPORTS OF COMMITTEES

25885

Attest:

City Clerk

as Trustee

(Seal)

Title:

Attest:

Title:

as Paying Agent

(Seal)

Title:

Attest:

Title:

(Sub)Exhibit "A" attached to this Trust Indenture reads as follows:

(Sub)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 (Sub)Exhibit "A" with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed 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

Equipment Tender Note,

Series 1991C

Maturity
Date: _____

Date Of
Original Issue: _____

Commercial Paper Rate Legend.

Beginning Of
Commercial Rate
Period*:

Mandatory Tender Date*:

Current
Commercial
Paper Rate*:

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

*To be completed by Paying Agent while in Commercial Paper Rate Period.

(named above) or registered assigns (such Registered Owner or assigns being referred to herein as the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount 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 _____, or its successors or assigns, as Paying Agent (the "Registrar" or "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 or in the case of Notes bearing interest at a Commercial Paper Rate to the owner upon presentation of such Note to the Paying Agent. 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 _____, or its successors or assigns, as trustee (the "Trustee") and notice thereof given 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 of Illinois to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form and time as required by law.

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 members of the City Council of the City nor any official executing this 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 Comptroller and attested by the facsimile signature of the City Clerk.

(facsimile signature)
Mayor, City of Chicago

(facsimile signature)
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 Equipment Tender Notes, Series 1991C, of the City, (the "Notes"), issued under and pursuant to the Illinois Constitution of 1970 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 January 1, 1991, between the City, the Trustee and the Paying Agent (the "Indenture"), for the purpose of financing the acquisition of certain equipment.

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 _____, 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 final 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, plus (b) an amount equal to 215 days accrued interest on the Outstanding Notes at a maximum, rate of ____% (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of the purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the 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 purposes.

4. **Interest Rate.** Interest on this Note will be paid at 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. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent, may change the Interest Rate Determination Method from time to time to a succeeding Commercial Paper Rate Period or to a Fixed Rate Period, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below).

When interest is payable at a Commercial Paper Rate it will be computed on the basis of the actual number of days elapsed over a year of 365 days, and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months.

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 or in the case of Notes which bear interest at a Commercial Paper Rate, upon presentation of such Note to the Paying Agent:

Rate	Interest Period	Interest Payment Date	Record Date
Commercial Paper	From 30 to 180 days as determined for each Note pursuant to the Indenture ("Commercial Period")	The First Business Day immediately following the last day of the applicable Commercial Paper Rate Period and at maturity.	Not Applicable
Fixed	From any interest payment Date in such Fixed Rate Period or the first day of such Period through the earlier of (a) each	The day following the last day of the preceding Interest Period	(a) prior to the maturity of any Series of Notes, the fifteenth day of the month (June or

Rate	Interest Period	Interest Payment Date	Record Date
	succeeding June 30 December 30 prior to maturity or (b) the day preceding the maturity date for any Series of Notes		December) before the interest payment date and (b) 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 owners of record on the Business Day next preceding the date of payment or in the case of Notes which bear interest at a Commercial Paper Rate upon presentation of such Note to the Paying Agent.

6. Method of Payment. Holders must surrender Notes to the Paying Agent to collect principal or the purchase price (see "Tenders" below). In the case of Notes bearing interest at a Commercial Paper Rate, interest will be payable upon presentation of such Notes at the principal corporate trust office of the Paying Agent in immediately available funds (which payment may be made by wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent in accordance with payment instructions given by a Noteholder owning not less than \$1,000,000 in principal amount of Notes to the Paying Agent at the time of registration and in the case of Notes bearing interest at a Commercial Paper Rate owned by Noteholders other than those described in the preceding clause, or in the absence of instructions given by Noteholders described in such clause, by check or draft of the Paying Agent. In the case of all Notes bearing interest at a Fixed Rate, interest will be paid by check or draft of the Paying Agent mailed on the Interest Payment Date to the address of any such Noteholder as it appears on the registration books as of the close of business on the Record Date. 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 purchase of a Note under the provisions of this paragraph 7 at 100% of the principal amount thereof plus interest accrued to the date of purchase.

(a) Mandatory Tenders. The Notes are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below.

By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Registered Owners Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Paying Agent.

When any Series of Notes bears interest at a Commercial Paper Rate, each Note of such Series will be subject to mandatory tender as provided above on the Interest Payment Date for such Note.

(b) Elections to Retain. In order to elect to retain Notes subject to mandatory tender as provided above, Noteholders must deliver the Notes with respect to which such election is made to the Paying Agent at its address set forth below by the sixth-to-last day before the mandatory tender date accompanied by an instrument executed by the owner (1) directing the Paying Agent not to provide for the purchase of such Notes (or the portion thereof specified therein) on the mandatory tender date, (2) agreeing not to sell or assign such Notes or portion thereof prior to the mandatory tender date, (3) acknowledging that such waiver is irrevocable, (4) acknowledging that a current right to tender the Notes will not be available after the mandatory tender date, and (5) providing such owner's telephone number and telecopy number, if available.

Notwithstanding the foregoing, (1) no election to retain a Note subject to mandatory tender may be made with respect to any Note, and any such election that may have been made may be rendered void, if the City has directed that such Note be purchased for cancellation pursuant to the Indenture and (2) any election to retain a Note shall be rendered void, and such Note shall be tendered on the first day of any proposed Fixed Rate Period for which the change in the Interest Rate Determination Method to a Fixed Rate does not become effective.

Any Note received by the Paying Agent pursuant to an election to retain shall be cancelled and destroyed and a new Note shall be delivered to such owner (or his agent) on the mandatory tender date.

(c) Payment of Purchase Price. The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business

on the date of purchase. In order to receive such purchase price, this Note must be physically delivered to the Paying Agent properly endorsed for transfer. This Note must be accompanied by an instrument of transfer executed in blank by the Noteholder and with the signature of such Noteholder guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. The Paying Agent may refuse to accept delivery of this Note if a proper instrument of transfer is not provided.

(d) Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices To
Remarketing Agent:

Notes And Notices
To Paying Agent:

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses.

(e) Effect of Redemption or Mandatory Tender. Notes tendered for purchase on a date after a call for redemption or before a mandatory tender date but before the redemption date or mandatory tender date shall be purchased pursuant to the tender.

8. Redemptions. All redemptions will be made in funds immediately available on the redemption date and will be at a redemption price of 100% of the principal amount of the Notes being redeemed plus interest accrued to the redemption, if any.

(a) Optional Redemption. The Notes are not subject to optional redemption.

(b) 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 Paying Agent receives 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

the Trustee and the Paying Agent receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement.

(c) Notice of Redemption. The Paying Agent is required to give notice by first-class mail of mandatory redemption described in the preceding paragraph to the owners of the Notes to be redeemed not less than 5 days nor more than 10 days after the receipt by the Paying Agent of the notice from the Bank described in the preceding paragraph. Failure to give any required notice by mail of mandatory redemption of any Notes will not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) Effect of Notice of Redemption. When notice of redemption is given as required, Notes called for redemption become due and payable on the redemption date at the applicable redemption price; in such case when funds are deposited with the Paying Agent sufficient for redemption, interest on the Notes to be redeemed ceased to accrue as of the date of redemption.

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 change 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, upon the request of the City and with the consent of the Bank, 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 Trustee, Paying Agent or the Bank for payment unless an abandoned property law designates another person.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of 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 certain Events of Default occur, the Trustee may, and at the written request of the holders of at least 51% 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 Indenture 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, official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 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: _____

Exhibit "B".

City Of Chicago, Illinois

General Obligation Equipment Tender Notes

Series 1991C

List Of Equipment.

Department/Item	Amount
Animal Care And Control.	
4 Vans	\$102,000
Cable Communication Administration.	
Office Equipment	\$ 12,000

Chicago Public Library.

Bookstock	\$1,500,000
Branch Security Systems	<u>460,000</u>
	\$1,960,000

Consumer Services.

Technical and Computer Equipment	\$150,000

Finance.

Computer Equipment	39,000

Fire.

6 Pumpers	1,080,000
4 Trucks	1,400,000
Support Equipment	1,045,000
Communications Equipment	<u>956,000</u>
	\$4,481,000

General Services.

Fleet Shop Equipment	\$ 100,000

Graphics And Reproduction Center.

Computer Equipment	\$ 150,000

Housing.

Computer Equipment	\$ 27,000

Law.

Computer Equipment	\$ 50,000

Management Information Systems.

Computer Equipment and Support Services	\$2,022,000

Municipal Reference Library.

Computer Equipment	35,000

Microfilm Reader Printers	<u>16,000</u>
	\$51,000

Planning.

Computer Equipment	\$ 119,000

Police.

350 Marked Vehicles	5,171,000

Other Vehicles	500,000

Communications Equipment	2,861,000

Technical and Facilities Equipment	<u>1,221,000</u>
	\$9,753,000

Public Works.

Vehicles and Equipment -- All Bureaus	\$ 425,000

Revenue.

Parking Enforcement Equipment	\$585,000
Computer Equipment -- Auditing	<u>110,000</u>
	\$695,000

Streets And Sanitation.

50 Refuse Trucks	5,900,000
20 Street Sweepers	2,600,000
25 Salt Spreaders	2,605,000
Supercart Program	2,000,000
Bureau Vehicles	<u>721,000</u>
	\$13,826,000

Zoning.

Computer Equipment	\$38,000

TOTAL:	<u><u>\$34,000,000</u></u>

**CITY OF CHICAGO CONSENT GIVEN TO INCORPORATION OF
NEW MUNICIPALITY IN PORTION OF UNINCORPORATED
NORWOOD PARK TOWNSHIP.**

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the incorporation of a new municipality located in

unincorporated Norwood Park Township, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, School District No. 79 includes that part of unincorporated Norwood Park Township designated in Exhibit A hereto attached; and

WHEREAS, Residents and electors in the contiguous territory depicted in Exhibit A are desirous of incorporating the territory as a city pursuant to Section 2-2-5, Chapter 24, Illinois Revised Statutes, 1989; and

WHEREAS, The consent of municipalities within 1-1/2 miles of the boundary of the territory must be obtained before such area may be incorporated; and

WHEREAS, All of the municipalities within 1-1/2 miles of the territory have evidenced their consent to incorporation, except the City of Chicago; said consenting municipalities being the Village of Norridge, Village of Rosemont, Village of Harwood Heights and the City of Park Ridge; and

WHEREAS, Forty percent of the children currently enrolled as students in School District No. 79 reside in the territory of the proposed city; and

WHEREAS, The incorporation of the new city is essential to the vitality and long-range goals of School District No. 79; and

WHEREAS, It is in the best interest of the residents and electors of the territory that same be incorporated as a city; now, therefore,

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

SECTION 1. The foregoing recitals, together with Exhibit A hereto attached, are incorporated herein by reference and made a part of this ordinance.

SECTION 2. The City Council of the City of Chicago hereby gives its consent to the incorporation of the following territory as a new city, to wit:

That part of unincorporated Norwood Park Township lying east of Cumberland Road and south of the Kennedy Expressway depicted on Exhibit A attached and described by metes and bounds as follows:

[Exhibit "A" immediately follows Section 4
of this Ordinance.]

SECTION 3. The City Council of the City of Chicago waives any rights and objections with respect to the incorporation of the new city.

SECTION 4. This ordinance shall take effect upon the last to occur of the following: (1) its passage and publication; and (2) execution of that certain Intergovernmental Agreement between the City of Chicago, the Village of Norridge and the Board of Education of School District No. 79, Cook County, Illinois, as approved by this City Council on October 3, 1990, and published on pages 21516 -- 21520 of the Journal of Proceedings of the City Council of said date, by all parties thereto.

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

*Exhibit "A".**Norwood Park Township.***Precinct 18.**

Beginning at a point being the intersection with the center lines of Berwyn Avenue and the west limits of the City of Chicago; thence north, east, northerly, east, and northerly along said city limits of Chicago to the center line of Gregory Street; thence east along the center line of Gregory Street to the center line of Canfield Road; thence southerly along the center line of Canfield Road to the center line of Berwyn Avenue; thence west along the center line of Berwyn Avenue to the point of beginning. All in Norwood Park Township.

Precinct 29.

Beginning at a point being the intersection of the south boundary line of Seminole Avenue and Canfield Road; thence south along the center line of Canfield Road to the center line of Gregory Street, as is and if extended east; thence west along the center line of Gregory Street, as is and if extended east, to the intersection with the city limits of the City of Chicago; thence north, west, south and west along said city limits to the center line of Cumberland Avenue; thence north along the center line of Cumberland Avenue to the intersection with the south limits of the City of Chicago; thence east, north, easterly, south, east, north and east along said city limits to the point of beginning. All in Norwood Park Township.

**EXECUTION OF LEASE AGREEMENT AT 1700 WEST
119TH STREET FOR DEPARTMENT OF
STREETS AND SANITATION.**

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to enter into and execute a lease agreement between the City of Chicago and E.A.R. Gateway, Inc. for office and warehouse space for the Department of Streets and Sanitation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from E.A.R. Gateway, Inc., an Illinois corporation, as Lessor, for approximately 87,361 square feet of warehouse space and 9,854 square feet of office space for a total of 97,215 square feet located at 1700 West 119th Street for use by the Department of Streets and Sanitation as a multi-purpose center, as Lessee, such lease to be approved by the Commissioner of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of
this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement attached to this ordinance reads as follows:

Gateway Industrial Park Lease.

Landlord: American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreement dated January 24, 1989 and known as Trust No. 110277-03.

Tenant: Department of Streets and Sanitation
City of Chicago
320 North Clark Street
Room 502
Chicago, Illinois 60610.

Premises: Approximately 87,361 square feet of warehouse space and 9,854 square feet of office space in the Building.

Building: Gateway Industrial Park
1700 West 119th Street
Chicago, Illinois 60643.

Date of Lease: _____, 1990.

Agent: European American Realty, Ltd.
142 East Ontario Street
Suite 1550
Chicago, Illinois 60611
Attention: Scott K. Toberman, President.

This Lease ("Lease") is made as of the _____ day of _____, 1990, by and between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated January 24, 1989 and known as Trust No. 110277-03 (the "Landlord") and the City of Chicago, an Illinois municipal corporation (the "Tenant"), who hereby mutually covenant and agree as follows:

*I.**Grant And Term.***1.0 Grant.**

Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, the premises outlined on the floor plan attached hereto as Exhibit A (the "Premises") located in a certain building (the "Building") at 1700 West 119th Street, Chicago, Illinois (the "Real Estate"). The Building, together with certain other buildings which may be constructed by Landlord or affiliates of the Landlord on the Real Estate ("Other Buildings") (the "Building" and "Other Buildings" herein collectively called the "Complex") is now and hereinafter commonly known as the Gateway Industrial Park.

1.1 Term.

The term ("Term") of this Lease shall commence as of the date that Tenant takes occupancy of the Premises but in no event earlier than December 1, 1990, nor later than January 21, 1991 (the "Commencement Date") and shall end on the date which is the day preceding the seventh (7th) anniversary thereof, unless sooner terminated as herein set forth; provided however, that Landlord must have attained the Completion Date (as defined in Rider No. 2).

1.2 Agent.

As used in this Lease, the term "Agent" shall mean the agent of Landlord (but if Landlord is an Illinois land trust, the term "Agent" shall mean the agent of the beneficiary or beneficiaries of Landlord). Until otherwise designated by notice in writing from Landlord, Agent shall be European American Realty, Ltd. Tenant may rely upon any consent or approval given in writing by Agent or upon written notice from Agent or from the attorneys for Agent or Landlord.

1.3 Parking Areas.

Tenant, its employees and invitees may use, on a non-exclusive, unreserved basis, together with other occupants or tenants of the Building, parking spaces in the parking areas designated, from time to time, by Landlord for such use. Landlord shall not be required to enforce any parking limitations or rules with respect to said parking spaces. Further, Landlord

reserves the right to limit or designate use of certain parking areas or spaces.

II.

Rent.

2.0 Base Rent; Additional Rent.

(a) Beginning with the Commencement Date, Tenant shall pay annual base rent in the amount set forth in the schedules below ("Base Rent") payable in equal monthly installments in the amount set forth in the schedule below ("Monthly Base Rent") for the first lease year, in advance, on the Commencement Date and on the first day of each calendar month thereafter during each lease year, and at the same rate for fractions of a month if the Commencement Date occurs on any date except the first day of a calendar month or the first lease year ends on any day except the last day of a calendar month.

Schedule Of

Base Rent During Term.

Commencing on the Commencement Date, the Base Rent expressed in annual monthly amounts shall be paid pursuant to the terms of this Lease in the amounts and within the dates set forth as follows:

Year Dates For Lease Year	Monthly Base Rent	Annual Base Rent
Warehouse Space: 87,361 square feet		
From 12/1/90 through 11/30/91	\$25,480.30	\$305,763.50
From 12/1/91 through 11/30/92	\$27,263.91	\$327,166.94
From 12/1/92 through 11/30/93	\$29,172.39	\$350,068.62

Year Dates For Lease Year	Monthly Base Rent	Annual Base Rent
From 12/1/93 through 11/30/94	\$31,214.45	\$374,573.42
From 12/1/94 through 11/30/95	\$33,399.47	\$400,793.55
From 12/1/95 through 11/30/96	\$35,737.43	\$428,849.09
From 12/1/96 through 11/30/97	\$38,239.05	\$458,868.52
Total Warehouse Space Annual Base Rent for Term:		\$2,646,083.64

	Monthly Office Rent	Annual Office Rent
Office Space: 9,854 square feet		
From 12/1/90 through 11/30/91	\$5,748.17	\$68,978.04
From 12/1/91 through 11/30/92	\$6,150.54	\$73,806.48
From 12/1/92 through 11/30/93	\$6,581.08	\$78,972.96
From 12/1/93 through 11/30/94	\$7,041.76	\$84,501.12
From 12/1/94 through 11/30/95	\$7,534.68	\$90,416.16
From 12/1/95 through 11/30/96	\$8,062.11	\$96,745.32
From 12/1/96 through 11/30/97	\$8,626.46	\$103,517.52
Total Office Space Annual Base Rent for Term:		\$596,937.60

Total Warehouse and Office Space Annual Base Rent for Term:	\$3,243,021.24

(b) In connection with the installation of the make-up air handling system by Landlord pursuant to Rider No. 2, Tenant agrees to reimburse Landlord for the actual costs incurred therefor in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) plus interest at the rate of twelve percent (12%) per annum amortized over a 4-year period as set forth below. The amount due shall be additional rent ("Additional Rent") owed by Tenant to Landlord. The estimated, anticipated incremental payment of Additional Rent (including the interest calculation) hereunder shall be as follows:

Amortization Period	Monthly Payment	Annual Payment	Per Square Foot
Four years/ 48 months	\$5,266.77	\$63,201.24	\$0.726

The amount of Additional Rent shall be adjusted, if necessary, when the actual costs incurred become known. Monthly payments of Additional Rent shall commence when payment of Monthly Base Rent commences.

2.1 Payment Of Rent.

Base Rent, Additional Rent and all other charges due from Tenant to Landlord hereunder (collectively, "Rent") shall be paid, without notice and as set forth above, to or upon the order of E.A.R. Gateway, Inc. ("Payee") at the Agent's address as set forth on the title page of this Lease. Landlord may change the Payee or the Payee's address by notice to Tenant of such change. All payments of Rent shall be made without deduction, set-off, discount or abatement in lawful money of the United States. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease. Concurrently with the first to occur of the Commencement Date, occupancy of the Premises or 30 days after the execution of this Lease, Tenant shall pay Monthly Base Rent and Additional Rent for the first full calendar month of the Term.

2.2 [Intentionally Deleted]

III.

Use.

3.0 Purpose.

The Premises shall be used and occupied by Tenant only for the purposes of general office and administrative uses for the office space and storage and warm up of street cleaning, snow plow and utility vehicles for the warehouse space and for no other use or purpose.

3.1 Prohibited Uses.

Tenant shall not use or permit the Premises to be used in any manner which would violate any certificate of occupancy affecting the Premises, cause injury to the improvements, cause the value or usefulness of the Building or Real Estate or any part thereof to diminish, constitute a public or private nuisance waste, or render the insurance on the building void or the insurance risk more hazardous or create any defense to payment. Tenant shall not use or occupy the Premises contrary to any statute, rule, order, ordinance, permit, requirement or regulation applicable thereto. Further, in the event that Tenant's use of the Premises, as a storage facility or otherwise, results in unsightly conditions visible from the outside of the Premises, Tenant shall keep all window blinds serving the offending areas of the Premises closed at all times.

IV.

Possession.

4.0 Possession.

Except as otherwise expressly provided herein (or by written instrument signed by Landlord or Agent), Landlord shall deliver possession of the Premises to Tenant on or before the Commencement Date in its condition as of the execution and delivery hereof, reasonable wear and tear excepted. If Landlord permits Tenant to occupy the Premises for conduct of its business prior to the Commencement Date, then such occupancy shall be subject to all the terms and conditions of this Lease, including payment of Rent from and after the date of Tenant's occupancy. If Landlord permits Tenant to enter

upon the Premises prior to the Commencement Date solely to fit the Premises for its use, then such occupancy shall be subject to all the terms and conditions of this Lease (except payment of Base Rent). If Landlord shall be unable to deliver possession of the Premises on the Commencement Date for any reason, Landlord shall not be subject to any liability for the failure to give possession on said date, nor shall the validity of this Lease or the obligations of Tenant hereunder be in any way affected. Under such circumstances, unless the delay is the fault of Tenant, Rent and other charges hereunder shall not commence until the later of the date possession of the Premises is given or the Commencement Date.

4.1 Physical Condition.

The parties agree and acknowledge that the Premises are in an unfinished condition for Tenant's use and Tenant improvements shall be constructed in accordance with the work letter attached hereto as Rider No. 2. Tenant is fully familiar with the physical condition of the Premises and agrees that Landlord has made no representations of any nature in connection with the condition of the Premises or of improvements, fixtures or equipment in the Premises except as may be set forth in any work letter executed by Landlord and attached hereto. Except as specifically provided in the attached Rider No. 2, Tenant accepts the Premises "as is".

V.

[Intentionally Deleted]

5.0 [Intentionally Deleted]

VI.

Insurance.

6.0 Kinds And Amounts.

(a) Tenant shall procure and maintain the following insurance policies of insurance, at its own cost and expense:

(i) Comprehensive general liability insurance, including contractual liability under Tenant's indemnification obligations contained in this Lease, covering injury to or death of persons and damage to property in an amount of not less than \$2,000,000.00 combined single limit per occurrence;

(ii) Boiler and machinery insurance covering loss or damage by boiler, machinery or other pressure vessels, air conditioning and miscellaneous electrical apparatus or internal explosion or breakdown of boilers and machinery, if any, in the Premises in such amounts as Landlord may from time to time by notice in writing reasonably require, but in no event less than \$500,000.00;

(iii) Worker's compensation insurance is not less than statutory amounts;

(iv) Insurance against risk of breakage of plate glass in or on the Premises;

(v) Insurance covering all contents, and Tenant's trade fixtures, machinery, equipment, furniture and furnishing in the Premises to the extent of at least ninety percent (90%) of their replacement cost under broad form standard fire and extended coverage insurance, including, without limitation, vandalism and malicious mischief and sprinkler leakage endorsements; and

(vi) Broad form, "all risk" business interruption or extra expense insurance.

Alternatively, Tenant may elect to self-insure its insurance obligations and provide written notification of such election to Landlord, which election shall remain in force unless withdrawn in writing by Tenant and accompanied by written proof of the required insurance delivered to Landlord.

(b) Landlord shall procure and maintain the following insurance policies at its own cost and expense:

(i) Comprehensive general public liability insurance covering injury to or death of persons and damage to property in an amount of not less than \$1,000,000 combined single limit per occurrence, naming Tenant as an additional named insured.

6.1 Form Of Insurance.

Insurance to be carried by Tenant shall be in companies and in form, substance and amount (initially in amounts stated above) satisfactory from time to time to Landlord and any mortgagee of Landlord. Insurance policies described in Sections 6.0(a), (b) and (d) shall name Landlord as an additional insured and shall contain waivers of subrogation against Landlord and expressly permit waiver of claims prior to a loss as provided in Section 6.3 hereof, both such waivers to be to the extent permitted by the insurance company. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days' prior written notice to Landlord or Tenant (as required by Section 6.0(b) and any mortgagee of Landlord. The original insurance policies (or certificates thereof satisfactory to Landlord), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord (as required by Section 6.0(b)) at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage. If Landlord is an Illinois land trust the insurance referred to in subsections 6.0(a), (b) and (d) hereof also shall name as additional insureds the beneficiary or beneficiaries thereof, and their agents, including Agent.

6.2 Fire Protection.

Tenant shall conform with all applicable fire codes of any governmental authority, and with the rules and regulations of Landlord's fire underwriters and their fire protection engineers, including, without limitation, the installation of adequate fire extinguishers.

6.3 Mutual Waiver Of Claims And Subrogation Rights.

Notwithstanding any other provision of this Lease to the contrary, whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under it in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Lease to be so insured, then the party so insured (or so required) hereby waives any claims against and releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required); provided that such waiver of claims or release of liability shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (except that in the case of increased

cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release or waiver in full force and effect). If the party released from liability hereunder is the Landlord, and if Landlord is an Illinois land trust, the term "Landlord", for the purpose of this Section 6.4 only, shall include the Trustee, its agents, its beneficiary or beneficiaries and their agents, including Agent.

VII.

Damage Or Destruction.

7.0 Damage Or Destruction By Fire Or Casualty.

In the event the Premises are damaged by fire, explosion or other casualty, Landlord shall commence the repair, restoration or rebuilding thereof within ninety (90) days after such damage and shall complete such restoration, repair or rebuilding within one hundred eighty (180) days after the commencement thereof, subject to delay because of changes, deletions, or additions in construction requested by Tenant, acts of Tenant, strikes, lockouts, casualties, acts of God, war, fuel or energy shortages, material or labor shortages, governmental regulation or control or other causes beyond the control of Landlord. If the fire or casualty (not caused by any act or neglect of Tenant, its agents, employees or contractors) or the repair, restoration or rebuilding caused thereby shall render the Premises untenantable in whole or in part, Base Rent shall abate from the date when the damage occurred until the date on which the Premises are again fit for occupancy by Tenant in an amount bearing the same ratio to the total amount of Base Rent for such period as the portion of the Premises not ready for occupancy from time to time bears to the entire Premises. If such a fire, explosion or other casualty damages the Building, Landlord may, in lieu of repairing, restoring or rebuilding the same, elect to terminate this Lease by notice to Tenant within ninety (90) days after occurrence of the fire or other casualty causing the damage. In such event, Tenant shall be obligated to pay Rent and other charges hereunder accrued to the date when the damage occurred. Notwithstanding anything to the contrary herein set forth, Landlord shall have no obligation pursuant to this Section 7.0: (a) to repair or restore any Alterations owned or made by Tenant in the Premises or to spend for any repair or restoration amounts in excess of insurance proceeds paid to Landlord which are not applied to reduce the balance of any mortgage on the Building or Real Estate; or (b) to repair or restore the Premises if the damage or destruction occurs during the last twenty-four (24) months of the Term.

VIII.

Condemnation.

8.0 Taking Of Whole.

If the entire Building or a substantial part thereof, or any part thereof which includes all or a substantial part of the Premises, shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or if such a portion of the Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, then in either of such events, the Term shall terminate upon the earlier of delivery of possession to the condemning authority or the effective date of the taking. Any award, compensation or damages (the "Award") for a partial or total taking shall be paid to and be the sole property of Landlord whether the Award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the Building and Real Estate or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of the Award. Tenant shall pay Rent and other charges hereunder accruing to the date of termination.

8.1 Partial Taking.

If only a part of the Premises shall be so taken or condemned, but the balance of the Premises can still be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, this Lease shall not terminate and Landlord shall repair and restore the Premises and all improvements thereon, except that Landlord shall not hereby be required to expend for repair and restoration any sum in excess of the Award. Any portion of the Award which has not been expended by Landlord for such repairing or restoration shall be retained by Landlord as Landlord's sole property. Base Rent and Tenant's Pro Rata Share shall be equitably abated following delivery of possession to the condemning authority.

IX.

Maintenance And Alterations.

9.0 Landlord's Maintenance.

(a) Landlord shall keep and maintain in good working order and repair the roof and exterior walls of the Building, the portions of the parking lot used for parking in common by all tenants of the Complex, and landscaping on the Real Estate, the heating, ventilation and air conditioning systems and equipment ("H.V.A.C.") and all roof-mounted mechanical equipment, air handler and furnace and equipment relating to the air handler and furnace used in connection with the Premises and in common with other tenants of the Building. Landlord shall perform all exterior painting (at such intervals as Landlord deems appropriate) and shall remove snow accumulations, if and when deemed necessary by Landlord, from the roof and from the parking lot, and shall perform necessary maintenance, repairs and replacements on portions of the Building and Real Estate used in common by its tenants. Landlord's obligations under this Section 9.0 are subject to the provisions of Article VII of this Lease concerning damage or destruction due to fire or other casualty.

(b) If Landlord shall repair any damage to the Building and Real Estate, including, without limitation, damage to the roof, landscaping, or exterior of the Building, and to truck dock doors caused by or resulting from any act or omission or negligence of Tenant, its agents, employees, contractors, customers and invitees, Tenant shall pay Landlord the cost of such repair and expenses incurred by Landlord in connection with such repair within ten (10) days after Landlord bills Tenant therefor.

(c) Tenant shall have the right but not the obligation to provide snow removal and landscaping maintenance service to the Building at comparable costs to those experienced by Landlord. The agreed upon costs will be credited to Tenant's monthly base rent in the month immediately subsequent to the month in which the Tenant performed the services.

9.1 Tenant's Maintenance.

(a) Tenant shall keep and maintain the entire interior of the Premises, the garage doors and the portion of the exterior of the Premises not being maintained by Landlord pursuant to Section 9.0, and the heating, ventilating and air conditioning systems (subject to Landlord's maintenance

obligation in Section 9.1(b)), mechanical systems, air handlers, furnaces and equipment relating to the air handlers and furnace used solely in connection with the Premises, plumbing fixtures, light fixtures, bulbs and tubes, and windows on the interior and exterior of the Premises clean and sanitary and in good condition and repair, carpet cleaning at least once each year, necessary interior painting, and keeping all glass (in windows, doors and skylights) clean and in good condition; as to any repairs and replacements, Tenant shall comply with the requirements of Section 9.2 hereof. Tenant shall be responsible for all custodial and cleaning services and upkeep within the Premises. Tenant shall maintain the Premises in such condition so as to fully comply with all applicable building, environmental, fire, health, safety and police orders, regulations, codes and ordinances. Tenant promptly shall remove any debris left by Tenant, its employees, agents, contractors, customers or invitees in the common areas of the Building and in the parking area or other areas of the Real Estate.

(b) If Tenant's use of the Premises imposes excessive demands upon the H.V.A.C., air handler and furnace systems and related equipment, then, to the extent Landlord's maintenance obligation incurs costs in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) per year, Tenant shall be responsible for such costs and pay same to Landlord within ten (10) days after Landlord bills Tenant therefor.

(c) Landlord, at all times during the Term, shall have the authority to execute and keep in force a maintenance contract or contracts, providing for regular inspection of the heating, air conditioning and ventilating equipment, and providing for necessary repairs thereto and/or a custodial contract providing for custodial, janitorial and cleaning services in the event the Premises are not maintained in the condition as required under this Lease. All costs so incurred by Landlord relating to custodial, janitorial and cleaning services in the Premises shall be the obligation of Tenant hereunder.

9.2 Alterations.

(a) Tenant shall not create any openings in the roof or exterior walls, or make any repairs, replacements, additions, improvements or alterations (collectively, "Alterations") to the Premises without Landlord's prior written consent, which consent Landlord may, in its discretion, withhold; provided, however, that Landlord agrees not to withhold its consent unreasonably to any Alterations (i) not affecting the structure of the Building or Building systems, (ii) not increasing the cost to Landlord of performing its obligations hereunder, (iii) not affecting any other tenant's premises, and (iv) costing less than \$5,000.00. Tenant shall make all Alterations in and to the Premises required by any governmental authority or which may be made necessary by the act or neglect of Tenant, its employees, agents, contractors, invitees and licensees.

(b) Tenant shall perform any Alterations with new materials, in a workman-like manner, strictly in accordance with plans and specifications therefor first approved in writing by Landlord and in accordance with all applicable governmental restrictions, orders, regulations, laws and ordinances and in compliance with any insurance policies or insurance underwriting requirements. In any event, all Alterations shall be performed by persons, contractors and/or subcontractors approved by Landlord. City employees are deemed to be approved by Landlord. Upon completion of any such work by or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord may require (including, without limitation, sworn contractors' statements and supporting lien waivers) evidencing payment in full for such work, and "as built" working drawings. Tenant shall, upon written notice from Landlord, immediately remove any work which does not comply with provisions of this Section 9.2(b) and restore the Premises to their condition immediately prior to performance of the work. If Tenant fails so to remove such work and restore the Premises, Landlord may, at its option, and in addition to all other rights or remedies of Landlord under this Lease, at law or in equity, enter the Premises and perform said obligation of Tenant, and Tenant shall reimburse Landlord for the cost to the Landlord thereof, immediately upon being billed therefor by Landlord. Such entry by Landlord shall not be deemed an eviction or disturbance of Tenant's use or possession of the Premises nor render Landlord liable in any manner to Tenant.

(c) Subject to the provisions of Section 4.0 hereof, Landlord, at Landlord's discretion, may permit Tenant, Tenant's agents, suppliers, contractors, subcontractors and workmen (collectively, "Tenant's Contractors"), who have been approved by Landlord as hereinafter provided, to enter the Premises prior to the commencement of the Term, to enable Tenant to do such things as may be required by Tenant, to make the Premises ready for Tenant's occupancy. Tenant shall notify Landlord of the identity of Tenant's Contractors not less than fifteen (15) business days prior to the initial entry into the Building or the Premises by any such Tenant's Contractors, and to the extent the Tenant utilizes contractors other than City employees Landlord shall have the right to approve or disapprove any of Tenant's Contractors. Tenant agrees that if such permission is granted, (i) Tenant and Tenant's Contractors and their activities in the Premises and Building will not interfere with or delay the completion of the work to be done by Landlord and will not interfere with other activities of Landlord or its mechanics or contractors or occupants of the Building or their contractors, and (ii) Landlord, its contractors, subcontractors and their agents and employees, shall have priority over Tenant and Tenant's Contractors in performing work within the Premises or Building. Landlord shall have the right to withdraw such permission upon twenty-four (24) hours' written notice to Tenant if Landlord determines that any such interference or delay has been or may be caused. Tenant agrees that any such entry into the Premises shall be at Tenant's own risk and Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of the

Tenant's property or installation made in the Premises. Tenant further agrees to protect, defend, indemnify and save harmless Landlord and its beneficiaries and agents from all liabilities, costs, damages, fees and expenses arising out of or connected with the activities of Tenant or Tenant's Contractors in or about the Premises or Building, including without limitation, the cost of any repairs to the Premises or Building necessitated by activities of Tenant's Contractors. In addition, prior to the initial entry into the Building or the Premises by Tenant and by each of Tenant's Contractors, Tenant shall furnish Landlord, at Tenant's sole cost, with policies of insurance covering Landlord, its beneficiaries and agents as insured parties, with such coverages and in such amounts as Landlord may then require in order to insure Landlord, its beneficiaries or agents against loss or liability for injury or death or damage to property arising out of or connected with any activities of Tenant or Tenant's Contractors.

X.

Assignment And Subletting.

10.0 No Assignment, Subletting Or Other Transfer.

Tenant, either prior or subsequent to the commencement of the Term, shall not, (i) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it, (ii) allow to exist or occur any transfer of or lien upon this Lease or the Tenant's interest herein by operation of law, (iii) sublet the Premises or any part thereof, or (iv) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Section 3.0 of this Lease or by anyone other than the Tenant and Tenant's employees. Landlord has the absolute right to withhold its consent to any of the above actions, except as herein expressly provided to the contrary in Section 10.2. In the event Tenant vacates all or any portion of the Premises during the term of the lease, Tenant may allow any other City agency to use the Premises under the same terms and conditions upon written notice to Landlord.

10.1 Consent Not A Release.

Consent by Landlord to any assignment, subletting, use or occupancy, or transfer shall not operate to relieve the Tenant from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlords consent to any subsequent assignment, transfer, lien,

charge, subletting, use or occupancy. Tenant shall pay all of Landlord's costs, charge and expenses, including attorney's fees, incurred in connection with any assignment, transfer, lien, charge, subletting, use or occupancy made or requested by Tenant.

10.2 Notice To Landlord; Right To Terminate.

Tenant, by notice in writing, shall advise Landlord of its intention from, on and after a stated date (which shall not be less than sixty (60) days after the date of Tenant's notice) to assign this Lease or sublet any part or all of the Premises for the balance of any part of the Term, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's notice shall state the name and address of the proposed subtenant or assignee, and a true and complete copy of the proposed sublease or assignment and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed subtenant or assignee shall be delivered to Landlord with Tenant's notice. If Tenant's notice shall cover all of the Premises, and if Landlord shall give the recapture notice, the Term of this Lease shall expire and end on the date stated in Tenant's notice as if that date had been stated in this Lease for the expiration of the Term. If, however, this Lease be terminated pursuant to the foregoing provisions with respect to less than the entire Premises, then Exhibit A shall be amended to reflect deletion of the portion of the Premises so recaptured, and the Base Rent shall be adjusted on the basis of the number of rentable square feet retained by Tenant (i.e., rentable square foot area of deleted portion of the Premises shall be deducted from Rentable Area of Premises, Base Rent shall be reduced by a percentage equal to the rentable square foot area of deleted portion of the Premises divided by the original Rentable Area of the Premises); this Lease as so amended shall continue thereafter in full force and effect. If Landlord, upon receiving Tenant's notice with respect to any such space, shall not exercise its right to terminate, Landlord will not unreasonably withhold its consent to Tenant's assignment of this Lease or subletting the space to the proposed subtenant or assignee named in the notice. Landlord shall not be deemed to have unreasonably withheld its consent to a sublease of part or all of the Premises or an assignment of this Lease if its consent is withheld because: (i) Tenant is then in default hereunder; (ii) any notice of termination of this Lease or termination of Tenant's possession shall have been given under Section 18.1 hereof; (iii) the portion of the Premises which Tenant proposes to sublease, including the means of ingress and egress thereto and the proposed use thereof, and the remaining portion of the Premises will violate any city, state or federal law, ordinance or regulation; (iv) the proposed use of the Premises by the subtenant or assignee does not conform with the use set forth in Section 3.0 hereof; (v) in the reasonable judgment of Landlord,

the proposed subtenant or assignee is of a character or is engaged in a business which would be deleterious to the reputation of the Building, or the subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; provided, however, that the foregoing are merely examples of reasons for which Landlord may withhold its consent and shall not be deemed exclusive of any permitted reasons for reasonably withholding consent, whether similar or dissimilar to the foregoing examples.

10.3 [Intentionally Deleted]

10.4 Assumption And Attornment.

If Tenant, having obtained Landlord's consent, shall assign this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant, having obtained Landlord's consent as aforesaid, shall sublease the Premises as permitted herein, Tenant shall obtain and furnish to Landlord, not later than fifteen (15) days prior to the effective date of such sublease and in form satisfactory to Landlord, the written agreement of such subtenant to the effect that the subtenant will attorn to the Landlord, at Landlord's option and written request, in the event this Lease terminates before the expiration of the sublease.

10.5 Cancellation By Tenant.

Tenant shall have a right to cancel this Lease and Tenant's obligations hereunder as of the end of the 54th month after the Commencement Date. This right must be exercised by Tenant no later than One Hundred Eighty (180) days prior to the end of the 54th month after the Commencement Date by written notice as provided herein and provided further that Tenant shall fulfill the following conditions in order to exercise its cancellation right as granted herein:

(a) Tenant shall not be in default hereunder or shall have cured all defaults hereunder prior to the fifth (5th) anniversary of the Commencement Date; and

(b) Tenant otherwise shall comply with all the terms and provisions of the Lease with respect to the termination hereof and surrender of the Premises.

XI.

Liens And Encumbrances.

11.0 Encumbering Title.

Tenant shall not do any act or suffer or permit any action to be taken which shall in any way encumber the title of Landlord in and to the Premises, the Building or Real Estate, nor shall the interest or estate of Landlord in the Premises, the Building or Real Estate be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises, the Building or Real Estate arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises, the Building and Real Estate.

11.1 Liens.

Tenant shall not permit the Premises, the Building or Real Estate to become subject to any mechanic's, laborers' or materialmens' lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of Tenant. In case of any such lien attaching, Tenant shall immediately pay and remove same or furnish security to or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against foreclosure, defense or any expense arising from any such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing and foreclosure of any such lien or judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien, Landlord at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set forth in Section 2.4 hereof shall be deemed Additional Rent due and payable at once without notice or demand.

XII.

Utilities.

12.0 Utilities.

(a) Tenant shall purchase all utility service, including but not limited to fuel, gas, electricity and water, but excluding sewerage from the utility or municipality providing such service, and shall pay for such services when such payments are due.

(b) Tenant shall not waste or permit the wasting of water or use water for purposes other than drinking, lavatory and toilet purposes through fixtures installed by the Landlord, or by the Tenant with Landlord's consent. If water charges are not billed to and paid directly by Tenant, then Tenant shall pay Landlord for domestic water and hot water furnished or used for any purpose, as additional rent, at the amounts and rates paid by Landlord, and, in connection therewith, Landlord may require Tenant at Tenant's cost to install a submeter to measure Tenant's water usage. Tenant shall not introduce into the sewer system any harmful or dangerous substances and will not overload the sewer system by abnormal usage.

(c) Tenant agrees that Landlord, Agent, Landlord's beneficiaries and their agents shall not be liable in damage, by abatement of Rent or otherwise, for failure to furnish or for a delay in furnishing any service or utility, whether the responsibility of Landlord or others, when such failure or delay is occasioned, in whole or in part, by repairs, renewals or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Real Estate after reasonable effort so to do, by any accident or casualty whatsoever, by the act or default of Tenant or other parties, or by any cause beyond the reasonable control of Landlord; and such failures or delays shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or relieve the Tenant from paying Rent or performing any of its obligations under this Lease.

(d) Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building. Landlord, throughout the Term of this Lease, shall have free access to any and all mechanical installations, and Tenant agrees that there shall be no construction or partitions or other obstructions which might interfere with the moving of the servicing equipment of Landlord to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees or contractors

shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

XIII.

Indemnity And Waiver.

13.0 Indemnity.

Tenant will protect, indemnify and save Landlord (if Landlord is an Illinois land trust, the term "Landlord", for the purpose of this Article XIII only, shall include the Trustee, its agents, its beneficiary or beneficiaries and their agents) harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or resulting from any act or omission of Tenant or anyone claiming by, through or under Tenant; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit or proceeding is brought against Landlord by reason of any such occurrence, Tenant will, at Tenant's expense, by counsel approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. City of Chicago Corporation Counsel is deemed to be approved by Landlord.

Except with respect to matters which result from the acts or negligence of Tenant, its agents and employees, Landlord agrees to hold Tenant, its agents, servants and employees harmless and to indemnify each of them from and against claims and liabilities, including reasonable attorney's fees, for injuries to persons and damage to or theft or misappropriation or loss of property on the Premises arising from the gross negligence or willful misconduct of Landlord or the breach of any covenant to be performed by Landlord under this Lease in excess of amounts paid to Tenant or on behalf of Tenant under insurance covering such claims and liabilities.

13.1 Waiver Of Certain Claims.

All property belonging to Tenant or any occupant of the Premises that is in or on any part of the Building or Real Estate shall be there at the risk of Tenant or of such other person only, and Landlord shall not be liable for any

damage thereto or for the theft or misappropriation thereof. Tenant waives all claims it may have against Landlord for business interruption or damage or injury to property sustained by Tenant or any persons claiming through Tenant or by any occupant of the Premises, or by any other person, resulting from any part of the Building or Real Estate becoming out of repair, or resulting from any accident on or about the Building or Real Estate, or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Building or Real Estate or of any other person, including Landlord to the extent permitted by law. Tenant's waiver shall include, without limitation, damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise, or caused by bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of Tenant or of other tenants, or occupants of any part of the Building or Real Estate or of any other person, including Landlord to the extent permitted by law, and whether such damage be caused by or result from any thing or circumstance above mentioned or referred to, or to any other thing or circumstance whether of a like nature or of a wholly different nature.

XIV.

Rights Reserved To Landlord.

14.0 Rights Reserved To Landlord.

Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself and Agent reserves the following rights to be exercised at Landlord's election, without liability to Tenant for damage or injury to person, property or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent or affecting any of Tenant's obligations under this Lease:

(a) To change the street address and name of the Building;

(b) To inspect the Premises and to make repairs, additions or alterations to the Premises, the Building, the Real Estate or the parking areas, or any parts thereof, including, without limitation, to make repairs, additions or alterations within the Premises to mechanical, electrical, and other facilities serving the Premises or other premises in the Building or other parts of the Real Estate, to relocate or change corridors or entrances in and to the Real Estate and Building, to temporarily close entrances, stairways and corridors and interrupt or temporarily suspend services or facilities;

(c) To show the Premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same, and, at any time within one (1) year prior to the expiration of the Lease term, to brokers or persons wishing to rent the Premises; during the last year of the Lease term, to place and maintain a "For Rent" sign in or on the Premises, and to place and maintain "For Rent" or "For Sale" signs on the Real Estate and the exterior of the Building;

(d) During the last ninety (90) days of the Lease term, if during or prior to that time Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for new occupancy;

(e) To retain at all times, and to use in appropriate instances, passkeys to the Premises;

(f) To establish and require Tenant to comply with reasonable security controls for the Building and to otherwise take such action or preventive measures for the safety or security of the Building and its occupants; and

(g) To promulgate and establish such rules and regulations governing the use and operation of the Building, the Real Estate and the Premises as are reasonably necessary for the orderly operation thereof, and Tenant agrees, for itself, its employees, agents, clients, customers and invitees to comply with such rules and regulations.

Landlord may enter upon the Premises for any and all of said purposes and may exercise any and all of the foregoing rights hereby reserved, during normal business hours unless an emergency exists, without being deemed guilty of any eviction or disturbance of Tenant's use or possession of the Premises, and without being liable in any manner to Tenant.

XV.

[Intentionally Deleted]

15.0 [Intentionally Deleted]

XVI.

Subordination Or Superiority.

16.0 Subordination Or Superiority.

If the mortgagee or trustee in any mortgage or first trust deed hereafter made shall elect to make this Lease subject and subordinate to its mortgage or trust deed, then all or a portion of the rights and interests of Tenant under this Lease shall be subject and subordinate to such mortgage or trust deed and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Any mortgagee or trustee in any mortgage or trust deed may elect that, instead of making this Lease or permitting this Lease to be subject and subordinate to its mortgage or first trust deed, the rights and interest of Tenant under this Lease shall have priority over the lien of its mortgage or trust deed. Provided tenant is furnished with a statement from such mortgage or trustee that Tenant's possession will not be disturbed if such mortgage or trustee succeeds to Landlord's interest herein, unless Tenant is in default hereunder, Tenant agrees that it will, within ten (10) days after demand in writing, execute and deliver whatever instruments may be required, either to make the Lease subject and subordinate to such mortgage or trust deed, or to give the Lease priority over the lien of the mortgage or trust deed, whichever alternative may be elected by the mortgagee or trustee. If Tenant fails to execute and deliver any such instrument, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact, in its name, place and stead so to do.

XVII.

Surrender.

17.0 Surrender.

Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon termination of Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord, in good condition and repair, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment, and all Alterations. All Alterations, temporary or

permanent, made in or upon the Leased Premises by Tenant shall become Landlord's property and shall remain upon the Leased Premises on any such termination without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations and all furniture, machinery, trade fixtures and other items of movable personal property of every kind and description (collectively "Trade Fixtures") and to restore the Premises to their condition prior to the making of such Alterations or placement of Trade Fixtures, repairing any damage occasioned by such removal and restoration. Said right shall be exercised by Landlord's giving written notice thereof to Tenant on or before ten (10) days after any such termination. If Landlord requires removal of any Alterations or Trade Fixtures, and Tenant does not make such removal in accordance with this Section 17.0 at the time of such termination, or within ten (10) days after such request, whichever is later, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof or, at its election, deliver the same to any other place of business of Tenant or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing to Landlord, plus interest at the Prime Interest Rate (as defined by the Chase Manhattan Bank) plus three percent (3%), on demand.

17.1 Removal Of Tenant's Property.

Upon the termination of this Lease by lapse of time or cancellation, Tenant shall remove Tenant's personal property incident to Tenant's business in addition to the Trade Fixtures and Tenant, at Tenant's option, shall have the right to remove the make-up air handling system as well; provided that Tenant has paid all Additional Rent due therefor and is not otherwise in default hereunder, and provided further, however, that Tenant shall repair any injury or damage to the Premises which may result from any such removal, and shall restore the Premises to the same condition as prior to the installation thereof, ordinary wear and tear excepted. If Tenant does not remove Tenant's personal property from the Premises prior to the expiration or earlier termination of the Lease term, Landlord, may, at its option, remove the same (and repair any damage occasioned thereby) and dispose thereof or deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery and warehousing to Landlord on demand, or Landlord may treat such personal property as having been conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

17.2 Holding Over.

Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of the Lease or after termination of the Lease or of Tenant's right to possession pursuant to Section 18.0 hereof. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Leased Premises, and for damages. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Leased Premises after the expiration of the Lease or after termination of the Lease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Rent and other charges payable by Tenant hereunder immediately prior to the expiration or other termination of the Lease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as a payment on account and not in satisfaction of damages for such holding over. If the holding over occurs at the expiration of the Term, or by reason of a termination by mutual agreement of the parties, Landlord may, as an alternative remedy, elect that such holding over shall constitute a renewal of this Lease for one (1) year at a rental equal to 200% of the rate of Rent payable hereunder immediately prior to the expiration of the Lease, and upon all of the other covenants and agreements contained in this Lease. Notwithstanding the foregoing, however, in the event, upon the expiration of the Lease, or after termination of the Lease or Tenant's right to possession pursuant to Section 18.0 hereof, Tenant has commenced and is making continuous, consistent efforts to vacate the Premises, and provided further, that Landlord is and shall not be materially damaged as a result of the holding over by Tenant, then Tenant shall have the right to extend its occupancy of the Premises for a period not to exceed three (3) months with a monthly rental at a rate equal to the rate of Rent and other charges payable by Tenant hereunder immediately prior to the expiration or the termination of the Lease or Tenant's right to possession. If Tenant fails to vacate and surrender the Premises at any time beyond the extension period provided herein for any reason, the Tenant shall be obligated to pay, retroactively to the date that Tenant's extended right of occupancy or possession commenced, a rent equal to double the rate of Rent and other charges payable hereunder effective as of the first day of holding over and continuing until the actual surrender of the Premises. For purposes of this provision, material damage to Landlord is defined to include any losses, actual or prospective, that Landlord may incur if, due to the holding over by Tenant, Landlord loses a lessee for the Premises occupied by Tenant or any portion thereof.

XVIII.***Remedies.*****18.0 Defaults.**

Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) Tenant shall fail to pay any Rent or other charges within ten (10) days after the due date; or

(b) Tenant shall fail to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such failure shall continue for thirty (30) days after notice thereof in writing to Tenant; or

(c) Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or

(d) Tenant shall file or admit the jurisdiction of the court and material allegations contained in any petition in bankruptcy or any petition pursuant to or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended, or Tenant shall institute any proceeding or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(e) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

(f) The Premises or Tenant's leasehold interest therein are levied upon under execution or attached by legal process, or a lien is filed in respect of the Premises or leasehold interest which is not released or discharged within ten (10) days after the date of filing, except as provided in Section 11 hereof; or

(g) A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or

(h) Tenant shall vacate or abandon the Premises during the Term or fail to take possession of the Premises within thirty (30) days after the Premises are available for occupancy (the transfer of a substantial part of the operations, business and personnel of the Tenant previously located at the Premises to another location without replacement of same with other operations permitted by the terms of this Lease, being deemed, without limiting the meaning of the term "vacates or abandons", to be a vacation or abandonment within the meaning of this subsection (h), whether or not Tenant thereafter continues to pay Rent under this Lease; or

(i) Tenant shall repeatedly be late in the payment of Rent or other charges required to be paid hereunder or shall repeatedly fail to keep, observe, or perform any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such payment or other defaults of which notice was given); or

(j) Tenant fails to comply with the provisions of Article X concerning assignment, subletting and other transfer; or

(k) The existence of any event of default defined or provided for elsewhere in this Lease.

18.1 Remedies.

Upon the occurrence of any one or more of such events of default, Landlord at its election, may terminate this Lease or may terminate Tenant's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of Tenant's right of possession without termination of the Lease, Tenant shall surrender possession thereof to Landlord, and hereby grants to Landlord the full and free right, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for), to enter into and upon the Premises in such event with or without process of law and to repossess the Premises as Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

(a) Upon termination of the Lease, Landlord shall be entitled to recover as damages all Rent and other sums due and payable by Tenant on the date of termination, plus (1) an amount equal to the difference of (y) the value of the Rent and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less (z) the fair rental value of the Premises for the residue of the stated term (taking into account the time and expenses necessary to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Premises, preparation for reletting and for reletting itself), provided, however, that in no event shall the aforesaid difference be less than zero, and (2) the cost of performing any other covenants to be performed by Tenant.

(b) If Landlord elects to terminate Tenant's right to possession only without terminating the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from Tenant's obligations to pay the Rent hereunder for the full term or from any other of its obligations under this Lease. Landlord may relet, but shall be under no obligation so to do, all or any part of the Premises for such Rent and upon such terms as shall be satisfactory to the Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the Lease term, and the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Premises, Tenant shall pay the Landlord on demand damages equal to the amount of the Rent, and other sums provided herein to be paid by Tenant for the remainder of the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the Rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions), to satisfy the Rent and other charges herein provided to be paid for the remainder of the Term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this section from time to time.

18.2 Remedies Cumulative.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same 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, and every power and remedy given by this Lease to Landlord may be exercised

from time to time and so often as occasion may arise or as may be deemed expedient.

18.3 No Waiver.

No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of Rent or other charges hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord.

XIX.

[Intentionally Deleted]

19.0 [Intentionally Deleted]

XX.

Miscellaneous.

20.0 [Intentionally Deleted]

20.1 Estoppel Certificates.

Tenant shall, at any time and from time to time upon not less than ten (10) days' prior written request from Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord or Landlord's mortgagee, a written statement certifying (if true): (i) that Tenant has accepted the Premises; (ii) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (iii) that Landlord is not in

default hereunder; (iv) the date to which the rental and other charges have been paid in advance, if any; and (v) such other accurate certifications as reasonably may be required by Landlord or Landlord's mortgagee. It is intended that such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee of the Premises, Building or Real Estate and their respective successors and assigns.

20.2 Landlord's Right To Cure.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorney's fees, shall be so much Additional Rent due on the next rent date after such payment together with interest (except in the case of said attorneys' fees) at the Prime Interest Rate (as defined by the Chase Manhattan Bank) plus three percent (3%), from the date of the advance to the date of repayment by Tenant to Landlord.

20.3 Amendments Must Be In Writing.

None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, City Council approved, and delivered by the other party.

20.4 Notices.

All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands from Landlord to Tenant shall be deemed to have been given if a copy thereof has been personally delivered, delivered by reliable courier or overnight messenger service, or mailed by United States registered or certified mail in an envelope properly stamped and addressed to Tenant at the Premises and c/o Asset Manager -- Real Estate, Department of General Services, City of Chicago, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601, or at such other address as Tenant theretofore may have designated by written notice to Landlord. Any notices or demands from Tenant to Landlord shall be deemed to have been given if delivered or mailed as aforesaid in an envelope properly stamped and addressed to Landlord c/o European American Realty, Ltd., 142 East Ontario Street, Suite 1550, Chicago, Illinois 60611, Attention: Scott K. Toberman, President, or at such other address or to such other agent as Landlord or

Agent theretofore may have designated by written notice to Tenant. The effective date of any delivered notice shall be the date of delivery and the effective date of any mailed notice shall be two (2) days after deposit of the same in a United States Postal Service receptacle or with the United States Postal Service.

20.5 Time Of Essence.

Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

20.6 Relationship Of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision in this Lease or any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

20.7 Captions.

The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

20.8 Severability.

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.9 Law Applicable.

This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

20.10 Covenants Binding On Successors.

All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

20.11 Brokerage.

Tenant and Landlord warrant that they have had no dealings with any broker, agent or finder in connection with this Lease. Tenant and Landlord covenant to pay, hold harmless and indemnify the other from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker, agent or finder other than the broker(s) named above with respect to this Lease or the negotiation thereof.

20.12 Landlord Means Owner.

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Building, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

20.13 [Intentionally Deleted]

20.14 Signs.

Tenant shall not install any signs on the exterior of the Premises or Building without Landlord's prior written approval of detailed plans and specifications therefor. If Landlord has a standard form of identity sign or directory for tenants in the Building, and if Tenant desires to have an identity sign on the exterior of the Premises or directory of the Building,

Tenant shall advise Landlord of the name it desires to have on its sign or on the directory. Landlord shall install any such sign showing such name, which shall be the standard sign used by Landlord for tenants in the Building. Tenant shall reimburse Landlord for Landlord's costs of fabricating and erecting any such sign or for including Tenants' name on any sign or directory of tenants of the Building within ten (10) days after being billed therefor by Landlord.

20.15 Use Of Loading Dock And Common Area.

Tenant shall use and cause all employees, agents, invitees and licensees to use the common areas of the Building and Real Estate, including, but without being limited to, the sidewalks, driveways and parking lot on the Real Estate and the loading dock and common hallway area in the Building, in such a manner as to prevent disruption of other tenants and Landlord. The exterior door(s) serving the common loading dock and Tenant's exterior overhead or garage doors will be kept open only so long as is necessary to accomplish loading and unloading of any particular shipment or item. No vehicles or material shall be permitted to block sidewalks or driveways nor shall any vehicle be parked in the parking lot for longer than is necessary for the customary business purposes of Tenant. All vehicles using the loading dock shall unload in an expedient manner and Tenant shall not store materials in the dock or common hallway nor delay, in the course of delivery, the removal of material from the dock and common hallway. If, after notice to Tenant by Landlord, of a violation of this Section, Tenant fails to promptly cure such violation, or if, after repeated notices to Tenant of violations of this Section, whether or not promptly cured, Landlord may remove such vehicles or material as are in violation of this Section and Tenant shall pay Landlord's expenses in connection therewith, on demand. Landlord shall have no responsibility for loss or damage to such vehicles or material, it being understood that the removal is at Tenant's sole risk.

20.16 [Intentionally Deleted]

20.17 Execution Of Lease By Landlord.

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document shall become effective and binding only upon the execution and delivery hereof by Landlord and by Tenant; provided, however, the execution and delivery by Tenant of this Lease to Landlord or Agent shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be revoked for thirty (30) days after such delivery. All negotiations,

considerations, representations and understandings between Landlord and Tenant are incorporated herein.

20.18 Landlord Performance.

If Landlord fails to perform timely any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials or labor, failure of power, restrictive governmental orders, laws or regulations, riots, insurrections, war, fuel or energy shortages, accidents, casualties, acts of God, weather, acts caused directly or indirectly by Tenant (or Tenant's agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of Landlord, then Landlord shall not be deemed in default under this Lease as a result of such failure.

20.19 Mortgagee Protection.

Tenant agrees to give any holder of any mortgage or trust deed, by registered or certified mail, a copy of any notice or claim of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing of the address of any such holder. Tenant further agrees that if Landlord shall have failed to cure such default within twenty (20) days after such notice to Landlord (or, if such default cannot be cured within such time, then such additional time as may be necessary if Landlord has commenced within such twenty (20) days and is diligently pursuing the steps necessary to cure such default) then the notified holder shall have the right but not the obligation to cure or correct such default within such time as may be necessary to cure or correct such default, including any time necessary to obtain possession if possession is necessary to cure or correct such default. Until the time allowed, as aforesaid, for the notified holder to cure such default has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of Landlord's default.

20.20 Compliance With Environmental Laws.

Tenant, at its sole cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations (collectively "Environmental Laws") of any governmental authority ("Agency") having jurisdiction respecting environmental matters including but not limited to environmental regulations, pollution control, abatement and remediation and toxic or hazardous materials, products, substances or wastes of any kind or nature. Tenant shall not introduce or bring onto or make, produce, handle, store,

process or transfer in, on or at the Complex, the Building or Premises any type of toxic or hazardous material or product or any such material or product which could become toxic or hazardous without Landlord's prior written consent, which may be withheld for any reason in Landlord's sole judgment and discretion. Landlord and its employees and representatives shall have access to the Premises and to the books and records of the Tenant and any occupant of the Premises claiming under the Tenant for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made, produced, handled, stored, processed or transferred thereon. Tenant and all occupants of the Premises claiming under Tenant shall provide to Landlord duplicate counterparts of all schedules, correspondence, permits, agreements, notices and other documents of all types and kinds when filed or provided to an Agency or otherwise received from any Agency. Landlord and its agents, contractors and representatives shall have the right to: (i) take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises including, but not limited to, samples of products, materials or substances brought onto or made, produced, handled, stored, processed or transferred on the Premises by the Tenant or an occupant claiming under Tenant or otherwise present on the Premises; and (ii) enter into and upon the Premises in the event of any violation of any Environmental Laws for purposes of (a) assessing the damage caused to the Premises by virtue of such violation, and (b) repairing or replacing or causing the repair and replacement of those portions of the Premises damaged as a result of the violation of said Environmental Laws, all of which costs incurred for subsections (a) and (b) shall be deemed Direct Pay Items hereunder. And, further, notwithstanding any provision of this Lease, the Environmental Laws or judicial decisions to the contrary, with reference to any assignment, subletting, grant of license, concession or any other permission to use the Premises by any person other than Tenant, Landlord shall have the right to withhold Landlord's consent thereto if, in Landlord's sole judgment and discretion, the assignee, subtenant, licensee, concessionaire or such other person is not capable of performing or is not sufficiently qualified to perform in accordance with requirements of this paragraph. Any assignment, sublease, license, or other permission to use the Premises from which Landlord withholds its consent as provided in this paragraph, shall be voidable at the Landlord's sole option. Tenant shall indemnify, defend and hold Landlord, its beneficiaries, agents, employees and all parties claiming by, through or under Landlord harmless from and against any and all claim, loss, costs, damage or liability arising directly or indirectly from any violation of Environmental Laws or this provision. Tenant's obligations hereunder shall survive the termination of this Lease.

20.21 Incorporation Of Riders.

The Riders No. 1 and 2 and Rules and Regulations are attached to this Lease and by this reference are incorporated herein and made a part hereof.

20.22 Quiet Enjoyment.

So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.

20.23 Exculpatory Clause.

This Lease is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated January 24, 1989, and known as Trust No. 110277-03 at said Bank. It is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against said Trustee personally or said beneficiaries, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee (and said beneficiaries, to the extent permitted by law), of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are concerned the owner of the indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the property herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

In Witness Whereof, Landlord and Tenant have executed this Lease the day and year first above written.

Tenant:**City of Chicago, an Illinois
municipal corporation****By: _____****Name: _____
Commissioner of
General Services****Approved:****By: _____****Name: _____
Asset Manager****Approved:****By: _____****Name: _____
Commissioner,
Department of Streets
and Sanitation****Reviewed As To Form And Legality:****Landlord:****American National Bank and Trust
Company of Chicago, as Trustee,
as aforesaid****By: _____****Its: _____****Approved:****E.A.R. Gateway, Inc., an Illinois
corporation and the sole
beneficiary of Landlord****By: _____
Scott K. Toberman, President**

By: (Signed) Edward J. Kus

Name: _____
Assistant Corporation
Counsel

[Exhibit "A" attached to this Lease Agreement
printed on page 25961 of this Journal.]

Riders 1, 2 and Rules and Regulations attached to this Lease Agreement
read as follows:

Rider Number 1 To Lease Dated _____, 1990,

Between American National Bank And Trust

Company Of Chicago, As Landlord,

And City Of Chicago, An Illinois Municipal Corporation,

As Tenant, Of Premises At Gateway Industrial Park

Chicago, Illinois.

- R-1 Interpretation of Riders. In the event of any inconsistency or language to the contrary between the provisions of the Riders and the provisions of the printed portions or changes to the printed portions of the Lease and the conditions and stipulations thereto, the terms of the Riders shall be controlling. The Lease, the conditions

and stipulations thereto, and the Riders, constitute the entire agreement between the parties relating to the transaction contemplated hereby and are collectively referred to herein as the "Lease". No modification or amendment of this Lease shall be valid unless the same is in writing, City Council approved, and is executed by the party against which enforcements of such modification or agreement is sought.

Any capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

R-2 Hearings -- City Inspector General. It shall be the duty of any bidder, proposer or contractor, all subcontractors, and every applicant for certification of eligibility for a City of Chicago contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 19 of the Chicago Municipal Code. Landlord understands and will abide by all provisions of Chapter 19 of the Municipal Code of Chicago. All subcontracts shall inform subcontractors of the provisions and require understanding and compliance herewith.

R-3 Ethics. No member of the Department of Streets and Sanitation, or other City board, commission or agency, official or employee of the City of Chicago shall have any personal interest, direct or indirect, in Lessor, the Lease or the Demised Premises; nor shall any such member, official or employee participate in any decision relating to the Lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City of Chicago shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the Lease nor shall any such person be personally liable in the event of any default or breach by the City of Chicago.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of this chapter shall be voidable as to the City of Chicago.

R-4 Exoneration. Landlord's Exoneration Clause which is set forth in Section 20.23 of the Lease is incorporated herein by reference.

In Witnesseth Whereof, The parties hereto have executed this Rider Number 1 as of the date of the Lease.

Tenant:

Landlord:

City of Chicago, an Illinois
municipal corporation

American National Bank and Trust
Company of Chicago, as Trustee,
as aforesaid

By: _____

By: _____

Name: _____

Commissioner of
General Services

Its: _____

Approved:

Approved:

By: _____

E.A.R. Gateway, Inc., an Illinois
corporation and the sole
beneficiary of Landlord

Name: _____

Asset Manager

Approved:

By: _____
Scott K. Toberman, President

By: _____

Name: _____

Commissioner,
Department of Streets
and Sanitation

Reviewed As To Form And Legality:

By: (Signed) Edward J. Kus

Name: _____
Assistant Corporation
Counsel

Rider Number 2 To Lease Dated _____, 1990,

Between American National Bank And Trust

Company Of Chicago, As Landlord,

And City Of Chicago, An Illinois Municipal Corporation,

As Tenant, Of Premises At Gateway Industrial Park

Chicago, Illinois.

Work Letter

Landlord and Tenant are executing simultaneously herewith a written lease (the "Lease") leasing certain space (the "Premises") in a building (the "Building") situated on land (the "Land") commonly known as Gateway Industrial Park, Chicago, Illinois and more particularly described in the Lease. The terms used herein shall have the meanings ascribed to them in

the Lease, unless otherwise stated herein. In consideration of the respective covenants of the parties described in the Lease, Landlord and Tenant further mutually agree as follows:

Construction of the Premises. The Landlord and the Tenant agree that their respective rights and obligations in reference to the construction of the Premises shall be as follows:

1. Landlord's Work.

a. Landlord, at Landlord's sole cost and expense, shall cause to be prepared complete plans including all dimensions and specifications for all work to be performed by Landlord hereunder, which work shall consist solely of the items enumerated on and pursuant to Exhibits B (as to buildout of the warehouse portion of the Premises), C (as to installation of the make-up air handling system in the warehouse portion of the Premises) and D (as to buildout of the office portion of the Premises) ("Landlord's Work"), all of which Exhibits are attached hereto and made a part hereof.

b. Landlord shall perform Landlord's Work as quickly as possible to enable Tenant access of the Premises by the Commencement Date.

c. Upon Landlord's approval of the plans for Landlord's Work, Landlord shall cause the plans for Landlord's Work to be filed with the governmental agencies having jurisdiction thereof, in order to obtain all governmental consents, permits and authorizations which may be required in connection with the work to be done. Tenant shall cooperate and actively work with Landlord in obtaining all necessary permits and approvals.

d. Landlord shall not be required to do or perform any other work in connection with Premises, the Building, this Lease or Riders No. 1 or 2.

2. Completion -- Punch List. When the Landlord is of the opinion that the Landlord's Work described in Section 1 of this Exhibit is substantially complete, then the Landlord shall so notify the Tenant. The Tenant agrees that upon such notification, the Tenant promptly (and not later than four (4) business days after the date of Landlord's notice) will inspect the Premises and furnish to the Landlord a written statement that the Building and Premises have been substantially completed and are substantially complete as required by the provisions

of this Rider and the Lease with the exception of certain specified and enumerated items (hereinafter referred to as the "Punch List"). The Tenant agrees that at the request of the Landlord from time to time thereafter, the Tenant will promptly furnish to the Landlord revised Punch Lists reflecting any completion of any prior Punch List items. The parties agree that if the Punch List or any revised Punch List consists only of items which would not materially impair the Tenant's use or occupancy of the Premises, then, in such event, the Tenant will acknowledge in writing that the Premises are substantially complete and accept possession of the Premises; provided, however, that such acknowledgment or acceptance shall not relieve the Landlord of its obligations to complete all such Punch List items promptly. The date which is the earlier of either (a) the date on which the Tenant acknowledges that the Premises is substantially complete, or (b) the date on which the Premises was substantially completed, pursuant to the provisions of this subparagraph 2 is sometimes referred to as the "Completion Date".

3. Possession -- Extension Of Term And Acknowledgements.

a. Possession. The Tenant will take possession of the Premises as of and on the latter of the Completion Date or the Commencement Date set forth in Section 1.1 of the Lease. Landlord has not agreed or represented that the Premises will be substantially ready for occupancy on the date specified in Section 1.1 of the Lease for the commencement of the Term. If for any reason whatsoever the Premises is not substantially complete on said date, this Lease nevertheless shall continue in full force and effect, and no liability shall arise against Landlord because of any such delay; provided, however, that all Rent due hereunder shall abate on a per diem basis until the Completion Date. Notwithstanding the foregoing, there shall be no abatement of Rent if the Premises is not substantially complete due to any special equipment, fixtures or materials, changes, alterations or additions requested by Tenant, any delay of Tenant in submitting plans, supplying information or approving or authorizing plans, specifications, estimates or other matters, or any other act or omission of Tenant. If Tenant shall occupy all or any part of the Premises prior to the Completion Date, all of the covenants and conditions of this Lease, including the obligation to pay Rent, shall be binding upon the parties hereto in respect to such occupancy as if the first day of the Term had been the date when Tenant began such occupancy.

b. **Extension and Modification of Term.** In the event that the Completion Date is later than the date set forth in Section 1.1, (i) the Commencement Date shall be modified to be the Completion Date, (ii) the Expiration Date shall be modified to be the last day of the calendar month in which the Term described in Section 1.1 would expire if measured from the Completion Date, and (iii) the Term shall be modified to the period from the Commencement Date to the Expiration Date. Promptly after the Completion Date, at the request of either the Landlord or the Tenant, the parties will execute an instrument setting forth the Commencement Date and the Expiration Date of the Lease, and the revised dates for payments of rents under the Schedule of Base Rent During Term and the Additional Rent as set forth in Section 2.0 of the Lease, as so modified, so that all of said dates are certain and such instrument, when executed, is hereby made a part of the Lease and incorporated herein by reference.

4. **Tenant's Entry Prior to Completion Date.** Landlord may permit Tenant or its agents or laborers to enter the Premises at Tenant's sole risk prior to the Completion Date in order to perform through Tenant's own contractors such work as Tenant may desire, at the same time that Landlord's contractors are working in the Premises. The foregoing license to enter prior to the Completion Date, however, is conditioned upon Tenant's labor not interfering with Landlord's contractors or with any other tenant or its labor. If at any time such entry shall cause disharmony, interference or union disputes of any nature whatsoever, or if Landlord shall, in Landlord's sole judgment determine that such entry, such work or the continuance thereof shall interfere with, hamper or prevent Landlord from proceeding with the completion of the Building or the Premises at the earliest possible date, this license may be withdrawn by Landlord immediately upon written notice to Tenant. Such entry shall be deemed to be under and subject to all of the terms, covenants and conditions of the Lease and Tenant shall comply with all of the provisions of the Lease which are the obligations or covenants of the Tenant except that the obligation to pay Rent shall not commence until the Commencement Date (as modified pursuant to subparagraph 3b hereinabove) or as otherwise provided for in the Lease. In the event that Tenant's agents or labor incurs any charges from Landlord, including but not limited to charges for use of construction or hoisting equipment on the building site, such charges shall be deemed an obligation of Tenant and shall be collectable as Rent pursuant to the Lease, and upon default in payment thereof Landlord shall have the same remedies as for a default in payment of Rent pursuant to the Lease.

5. **Landlord's Entry After Substantial Completion.** Landlord's work shall be substantially complete prior to the Completion Date. At any time after the Completion Date, Landlord may enter the Premises to complete unfinished details of Landlord's Work and such entry by

Landlord, its agents, servants, employees or contractors for such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any obligation under this Lease, or impose any liability upon Landlord or its agents.

6. Delays. Landlord and Tenant mutually acknowledge that in order to complete the Premises, Landlord's construction process requires a coordination of activities and a compliance by the Tenant without delay of all obligations imposed upon the Tenant pursuant to this Rider and the Lease and that time is of the essence in the performance of Tenant's obligations hereunder and Tenant's compliance with the terms and provisions of this Rider. The parties further mutually acknowledge that delays in such compliance by the Tenant would cause injury to the Landlord, delays in the completion of the Building and the Premises and damages to the Landlord, the nature and extent of which are difficult to ascertain and, accordingly, the Tenant agrees to pay to the Landlord as liquidated damages and not as a penalty, a sum equal to 1/30th of the monthly Rent described in Sections 2.0 and 2.1 of the Lease for each day of delay caused by or resulting from:

a. the failure of Tenant to satisfy any other obligation hereunder;
or

b. any other act or omission of Tenant.

7. Provisions Subject to Lease. The provisions of this Rider specifically constitute part of the provisions of the Lease and are subject to interpretation as set forth in Paragraph R-1 of Rider No. 1.

8. Exoneration. Landlord's Exoneration Clause which is set forth in Section 20.23 of the Lease is incorporated herein by reference.

In Witness Whereof, The parties hereto have executed this Rider Number 2 as of the date of the Lease.

Tenant:

Landlord:

City of Chicago, an Illinois
municipal corporation

American National Bank and Trust
Company of Chicago, as Trustee,
as aforesaid

By: _____

By: _____

Name: _____
Commissioner of
General Services

Its: _____

Approved:

Approved:

By: _____

E.A.R. Gateway, Inc., an Illinois
corporation and the sole
beneficiary of LandlordName: _____
Asset Manager

Approved:

By: _____
Scott K. Toberman, President

By: _____

Name: _____
Commissioner,
Department of Streets
and Sanitation

Reviewed As To Form And Legality:

By: (Signed) Edward J. Kus

Name: _____
Assistant Corporation
Counsel

Exhibits "B", "C" and "D" attached to this Rider Number Two read as follows:

Exhibit "B".

City Of Chicago

Department Of Streets And Sanitation

Gateway Industrial Park

Warehouse

1700 West 119th Street

Chicago, Illinois.

1. Allowance to secure the building permit in the amount of Five Hundred Dollars (\$500.00).
2. Two (2) new washrooms will be constructed adjacent to the office located in the space.
3. Gas unit heaters shall be installed in the space to maintain appropriate temperatures.
4. Column protection shall be installed on all interior columns.
5. Dedicated gas and electric meters shall be installed with usage billing being sent directly to Tenant.

6. A parking lot designed to hold twenty-five (25) cars shall be constructed.
7. The existing offices shall be cleaned, painted, and modified per Exhibit B-1.
8. The access drive shall be repaired.
9. Two (2) new drive-in doors shall be installed and exit/entrance ramps shall be constructed.
10. Two (2) new building mounted light fixtures shall be installed.
11. Existing interior lighting shall be relamped and repaired as necessary.
12. Drainage for truck washing and cleaning shall be provided in three (3) contiguous bays at the northeast corner of Tenant's space. (See Exhibit B-1 for exact location).

[Exhibit B-1 attached to this Exhibit B printed on page
25959 of this Journal.]

Exhibit "C".

City Of Chicago

Department Of Streets And Sanitation

Garage Make-Up Air

Gateway Industrial Park

1700 West 119th Street

Chicago, Illinois.

1. Install equipment to provide make-up air to specifications required by local governing and permitting agencies for garage facilities.
2. Equipment to include make-up air and exhaust units, control wiring and electrical power wiring.

Exhibit "D".

City Of Chicago

Department Of Streets And Sanitation

Gateway Industrial Park

Warehouse

1700 West 119th Street

Chicago, Illinois.

1. All existing electrical services and circuit breakers are to remain. The offices are presently sub-metered electrically, and shall remain.
2. We have included an allowance of Fifteen Dollars per square yard (\$15.00 sq. yd.) to remove existing flooring and furnish and install new carpeting in the offices of the Deputy Commissioner and the Deputy Superintendent. All other floor coverings will be tile flooring.
3. We have included an allowance to secure the building permit in the amount of Six Hundred Dollars (\$600).
4. The existing supply air diffusers are to be relocated using existing drops.

5. All electrical outlets, data, telephone boxes on the exterior wall are to run exposed on the surface of the concrete block.
6. All existing ceilings are to remain. Damaged ceiling tiles are to be replaced, as required. Furnish and install a new acoustical tile ceiling in the Conference Room.
7. All work in the Toilet Rooms is specifically excluded with the exception of cleaning and painting.
8. All existing 2-foot x 4-foot fluorescent light fixtures are to be relocated, as required.
9. Forty-nine (49) telephone outlets and associated conduit are included. All telephone and computer cabling is specifically excluded. Eighty-five (85) duplex outlets and one (1) quadruplex outlet and associated conduit is included.
10. We have included the cost to relamp and clean existing light fixtures, as required.
11. Light switches shall be provided as shown on Exhibit D-1.
12. The toilet partitions shall be electrostatically painted on-site.
13. We have included the cost to furnish and install drywall chases in an ordered fashion throughout, with drywall troughs in the top of the low height partitions.
14. All doors shall include latch sets.
15. The new glass and aluminum double entrance door shall be fully accessible to the handicapped.
16. The tool room storage door shall be blocked off and finished with drywall and painted.

[Exhibit D-1 attached to this Exhibit D printed on page
25960 of this Journal.]

Gateway Industrial Park

Chicago, Illinois.

Rules And Regulations.

1. Access to Buildings: Landlord may from time to time establish security

controls for the purpose of regulating access to the common areas of the Buildings. The Tenant shall abide by all such security regulations so established. Notwithstanding the foregoing, each Tenant shall have access to its demised premises at all times.

2. Protecting Premises: Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises.

3. Large Articles: Furniture, freight and other large or heavy articles may be brought into the Buildings only at times and in the manner (including the loading area) designated by Landlord, and always at the Tenant's sole responsibility. All damage done to the Buildings by moving or maintaining such furniture, freight or articles shall be repaired at the expense of Tenant. Tenant shall be responsible for the location and security of such furniture, freight or articles.

4. Signs: Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, merchandise, name, notice, lettering or direction on any part of the outside or inside of the Buildings, or on any part of the inside of the Premises which can be seen from the outside of the Premises, without the written consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as may be first approved by Landlord in writing and as may be in accordance with any sign criteria established by Landlord. Landlord reserves the right to remove at Tenant's expense all matter other than that above provided for without notice to Tenant.

5. Advertising: Tenant shall not in any manner use the name of the Building or use any picture or likeness of the Buildings, or the name "Gateway Industrial Park" in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material for any purpose other than identification of the location of Tenant's business without Landlord's express consent in writing.

6. Compliance with Laws: Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, with respect to the Premises or the Buildings and the use or occupancy thereof. Tenant shall not make or permit any use of the Premises or the Buildings which directly or indirectly is forbidden by law, ordinance, governmental regulation or order or direction of applicable public authority, or which may be dangerous to person or property.

7. Hazardous Materials: Tenant shall not use or permit to be brought into the Premises, the Complex or the Buildings any flammable oils or fluids, or any explosive or other articles deemed hazardous to persons or property, or do or permit to be done anything in or upon the Premises, or bring or keep anything therein, which shall not comply with all rules, orders, regulations

or requirements or any organization, bureau, department or body having jurisdiction with respect thereto (and Tenant shall at all times comply with all such rules, orders, regulations or requirements), or which shall invalidate or increase the rate of insurance on the Complex or Buildings, its appurtenances, contents or operation.

8. Defacing Premises and Overloading: Tenant shall not place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind (other than Tenant's merchandise inside its store) on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent, if any, that the character, shape, color, material and make thereof is approved by the Landlord. Tenant shall not overload any floor or part thereof the Premises, or any facility in the Buildings or any public corridors therein bringing in or removing any large or heavy articles, and the Landlord may direct and control the location of safes and all other heavy articles and, if considered necessary by Landlord, require supplementary supports at the expense of the Tenant of such material and dimensions as Landlord may deem necessary to properly distribute the weight.

9. Obstruction of Public Areas: Tenant shall not take or permit to be taken in or out of other entrances of the Buildings, any item normally taken in or out through service doors; and Tenant shall not, whether temporarily, accidentally or otherwise, allow anything to remain in, place or store anything, in, or obstruct in any way, any sidewalk, court, passageway, entrance, or shipping area. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, and move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all such items and waste (other than waste customarily removed by Building employees) that are at any time being taken from the Premises directly to the areas designated for disposal. All courts, passageways, entrances, exits, stairways, corridors, halls and roofs are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety and security of the Building and its occupants. No Tenant and no employee, contractor, agent, licensee or invitee of Tenant shall enter into areas reserved for the exclusive use of Landlord or its agents, employees, licensees or invitees.

10. Keys and Additional Locks: Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. Landlord will provide two keys for the Premises to Tenant. Additional keys shall be at the expense of Tenant. Tenant shall notify Landlord of the number of keys so made. Upon termination of this Lease or of the Tenant's possession, the

Tenant shall surrender all keys to the Premises and all keys of offices, rooms and toilet rooms which have been furnished the Tenant or which the Tenant shall have made, and in the event of loss of any keys so furnished, Tenant shall pay Landlord therefor.

11. Communication or Utility Connections: If Tenant desires signal, communication, alarm or other utility or similar service connections installed or changed, Tenant shall not install or change the same without the approval of Landlord, and then only under direction of Landlord and at Tenant's expense. Tenant shall not install in the Premises any equipment which requires a substantial amount of electrical current without the advance written consent of the Landlord, and the Tenant shall ascertain from the Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises and the needs of other tenants of the Buildings, and shall not in any event connect a greater load than such safe capacity.

12. Management Office: Service requirements of Tenant will be attended to only upon application at the office of the Management Agent for the Buildings. Employees of Landlord shall not perform any work or do anything outside of their duties unless under special instructions from the Landlord.

13. Outside Services: No person employed by Tenant or its contractors shall be used to perform janitor work, window washing, cleaning, decorating, repair or other maintenance work in the Premises, if the same shall create disharmony or labor unrest in connection with any labor agreements to which Landlord or its contractors may be subject.

14. Toilet Rooms: The toilet rooms, urinals, wash bowls and the other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees, contractors, agents, licensees or invitees, shall have caused it.

15. Intoxication: Landlord reserves the right to exclude or expel from the complex or the Buildings any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of any of the rules and regulations of the buildings.

16. Nuisances and Certain Other Prohibited Uses: Tenant shall not (i) conduct itself or permit its employees, licensees, contractors, agents or invitees to conduct themselves in a manner inconsistent with the comfort or convenience of other tenants or the first class character of the Buildings, (ii) install or operate any internal combustion engine, boiler, machinery,

refrigerating, heating or air conditioning apparatus in or about the Premises except as authorized in writing by Landlord, (iii) carry on any business in or about the Complex, the Premises or Buildings or sell any article, thing or service except those ordinarily embraced within the permitted use of the Premises specified in Section 3, (iv) use the Premises for housing, lodging or sleeping purposes, (v) permit preparation or warming of food brought into the Premises, except that Tenant shall have the right to install and use a small microwave oven and a small refrigerator in a portion of the Premises set aside for such use provided that such equipment and space is at Tenant's sole expense and no nuisance from refuse, noise, smoke or odor results, (vi) place any radio or television antennae on the roof or on or in any part of the inside or outside of the Buildings other than the inside of the Premises, (vii) operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises, (viii) use any illumination or power for the operation of any equipment or device other than electricity, (ix) operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Buildings or elsewhere, (x) bring or permit to be in the Buildings any bicycle or other vehicle, or dog (except in the company of a blind or deaf person) or other animal or bird, (xi) make or permit any objectionable noise or odor to emanate from the Premises, (xii) disturb, solicit or canvass any occupant of the Buildings, (xiii) do anything in or about the Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the Complex or the Buildings, or (xiv) throw or permit to be thrown or dropped any article from any window or other opening in the Buildings.

17. Room-to-Room Canvass: The Tenant shall not make any room-to-room canvass to solicit business from other Tenants or occupants of the Complex or the Buildings and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises specified herein.

18. Waste: The Tenant shall not waste electricity, water, heat or air conditioning and agrees to cooperate fully with Landlord to assure the most effective and energy efficient operation of the Complex and the Buildings' heating and air conditioning.

19. Amendments: Landlord, from time to time, may promulgate amendments, modifications and additions to these Rules and Regulations. The Tenant agrees to comply with such amendments, modifications and additions upon notice of promulgation of same by or from Landlord.

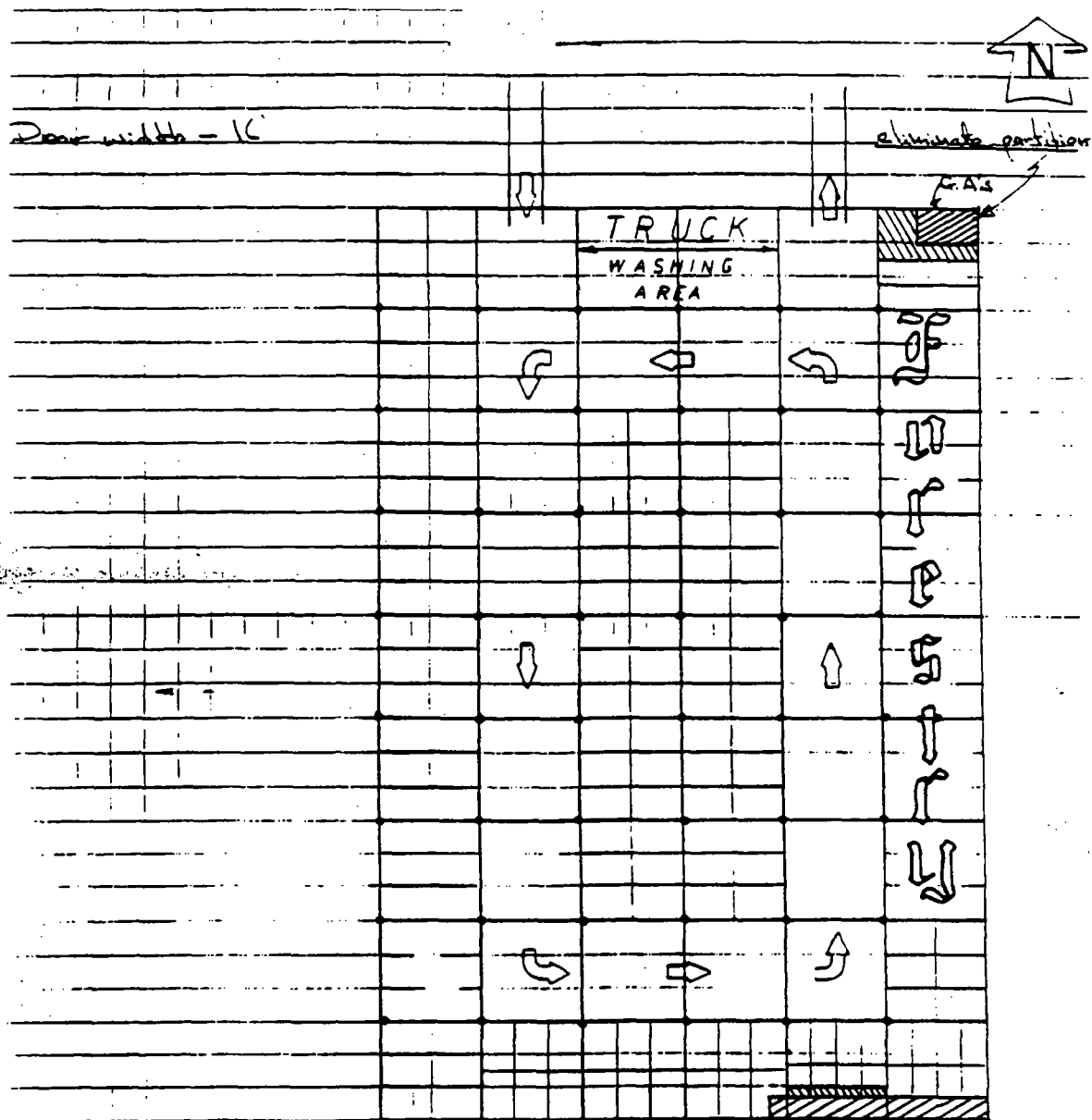


EXHIBIT D-1 TO EXHIBIT D.

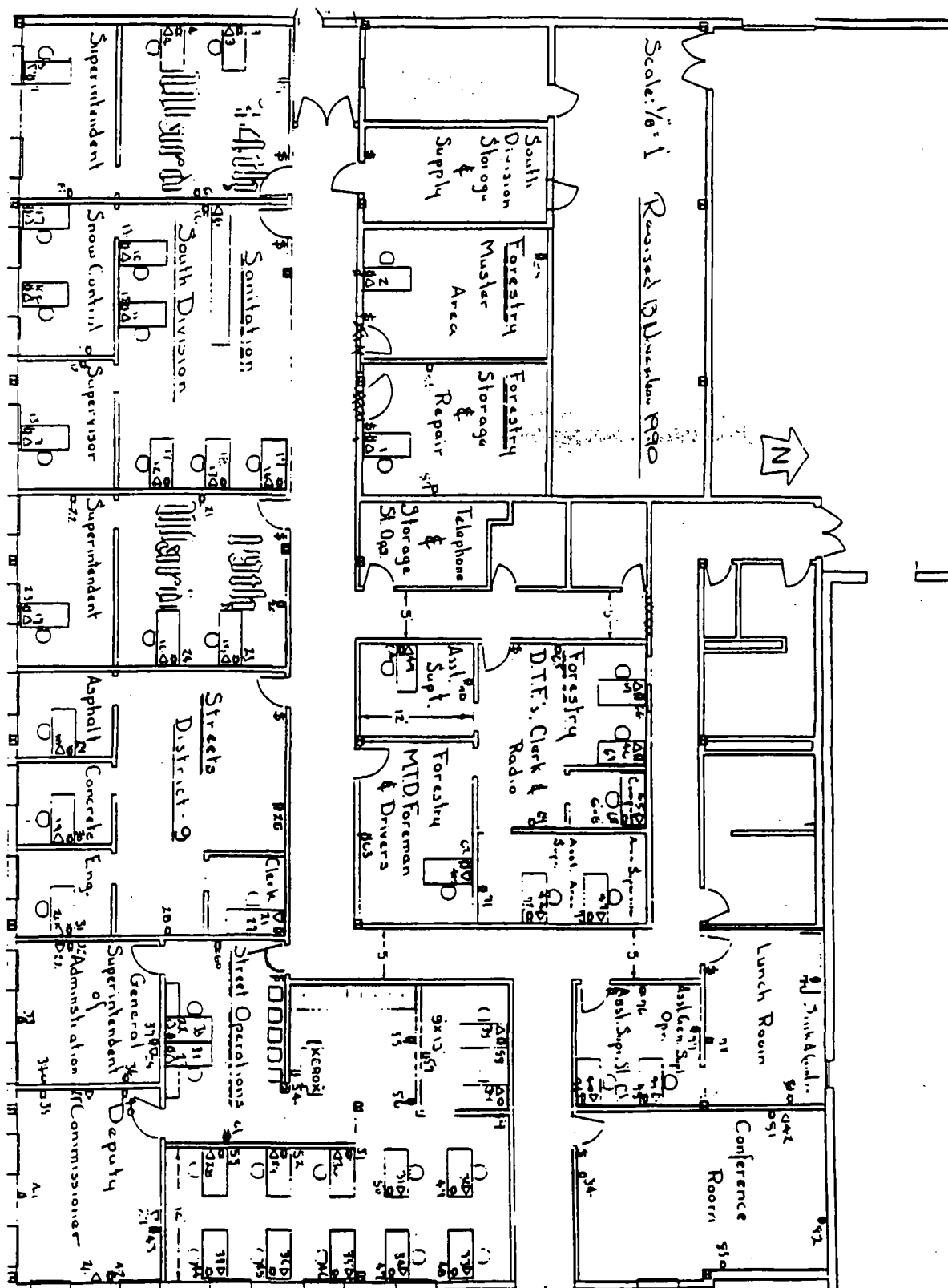
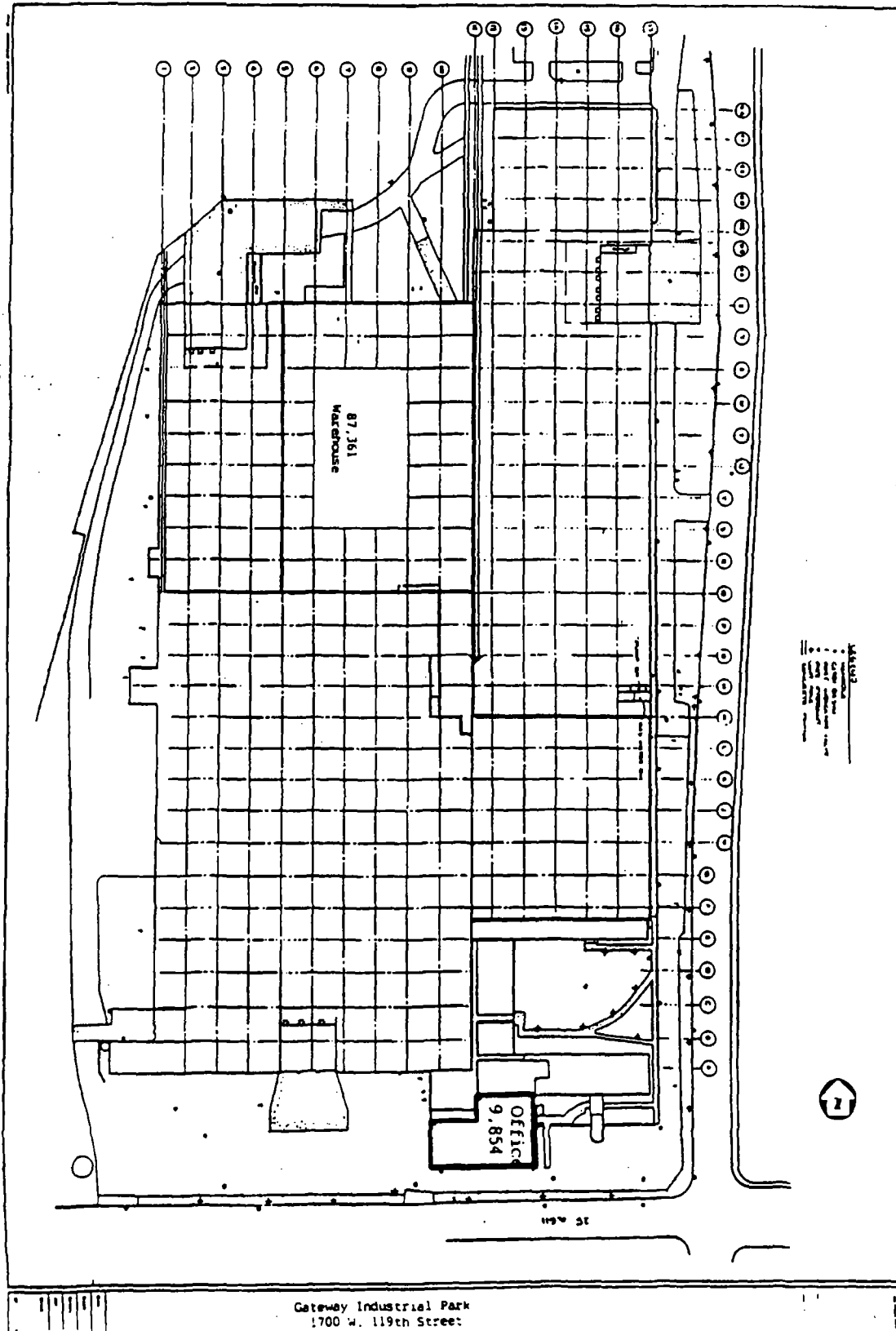


EXHIBIT "A" TO LEASE AGREEMENT.



AMENDMENT OF ORDINANCE WHICH APPROVED LOAN
TO MALDEN ARMS LIMITED PARTNERSHIP
FOR RENOVATION OF PROPERTY
AT 4725 -- 4727 NORTH
MALDEN STREET.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending an ordinance passed June 7, 1990 (Council Journal of Proceedings pages 19123 -- 19124) authorizing modification of the financing for the Malden Arms Limited Partnership for renovation of the property at 4725 -- 4727 North Malden Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City Council") has previously authorized Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") financing for the rehabilitation of property located at 4725 -- 4727 North Malden Street ("Property"), by ordinance enacted on June 7, 1990 and published at pages 16514 -- 16516 of the Journal of the Proceedings of the City Council of said date, and amended by an ordinance enacted on July 31, 1990, and published at pages 19123 -- 19124 of the Journal of the Proceedings of the City Council of said date (the "Prior Ordinances"); and

WHEREAS, The Department of Housing has reviewed and approved a modification of the financing for not less than an 82 unit single room occupancy project ("Project") to be located on the Property to provide aggregate funding of \$740,000 comprised of a loan and a grant to Malden Arms Limited Partnership in an aggregate amount not to exceed \$626,250 and a grant to Lakefront Single Room Occupancy Corporation, an Illinois not-for-profit corporation, in an amount not to exceed \$113,750; now, therefore,

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

SECTION 1. Exhibit A of the Prior Ordinances is amended by deleting Exhibit A, as amended, in its entirety and replacing it with a new Exhibit A as follows:

Exhibit A.

Grant I.

Grantee:	Lakefront Single Room Occupancy Corporation, an Illinois not-for-profit corporation ("L.S.R.O.") or a land trust of which L.S.R.O. is the sole beneficiary.
Grant Terms:	Amount: \$113,750
	Source: C.D.B.G. Year XVI
	Restriction: Project shall be subject to a restrictive use covenant limiting the use of the Project to providing not less than 82 S.R.O. units (including 4

handicapped units) for low-income persons for not less than a 25-year period. Grant must be repaid in full upon sale, transfer or full or partial use conversion of L.S.R.O.'s interest in the Property at any time prior to the year 2017.

Purpose: Funding to replace interim financing provided by Illinois Housing Development Authority for acquisition costs of 4725 -- 4727 North Malden Street.

Security: Third mortgage on the realty commonly known as 4725 -- 4727 North Malden Street.

City Loan:

Borrower: Bank of Ravenswood Trust No. 25-10408 of which Malden Arms Limited Partnership ("Malden"), with Malden Arms Corporation, as the sole general partner, is the sole beneficiary.

Terms:

Amount: \$316,000.

Term: 25 years.

Source: C.D.B.G. Year XVI.

Interest: Interest will be charged at the Applicable Federal Rate for Long Term Date as defined in the Internal Revenue Code, Rule 1274(d). Interest will accrue from the Payment Date as defined below.

Repayment: 25 annual equal payments in the amount of \$29,600 comprising interest (with excess above amount allocated to interest applied to a reduction in principal). Payments will begin at the earlier of 30 days following full disbursement of the City Loan or 12 months after the City Loan closing ("Payment Date") and end at the Term of the City

Loan. A balloon payment of all outstanding principal and interest principal will be done at the end of the Term of the City Loan.

Purpose: Funding for Project rehabilitation costs.

Security: First Mortgage on the realty commonly known as 4725 -- 4727 North Malden Street.

Grant II.

Grantee: Malden Arms Limited Partnership

Grant Terms: **Amount:** \$310,250.

Source: C.D.B.G. year XVI
Multi-program.

Restriction: Grantee shall agree to subject its interest in the Property to a restrictive use covenant limiting use of the Project to providing not less than 82 S.R.O. units (including 4 handicapped units) for low-income housing for not less than a period of 25 years. Grant must be paid in full upon sale, transfer of Grantee's interest in the Project (to other than L.S.R.O. or an affiliate of L.S.R.O.) or full or partial use conversion at any time prior to the year 2017.

Purpose: Funding to replace interim financing provided by Illinois Housing Development Authority for acquisition costs of 4725 -- 4727 North Malden Street.

Security: Second mortgage on the realty commonly known as 4725 -- 4727 North Malden Street.

Other Funds: \$690,000 loan from Illinois Housing Development Authority.

25-year term.

0% interest.

Secured by mortgage subordinate to City financing set forth above.

Equity contributions by general partner and limited partners (to be named prior to closing) in an amount not less than \$1,024,000. Limited Partners will be required to make appropriate economic disclosure as determined by the City.

Total Project
Costs:

\$2,454,000.

SECTION 2. Unless indicated to the contrary herein, all other provisions of the Prior Ordinances, as amended, shall remain in full force and effect.

SECTION 3. The Commissioner of the Department of Housing is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, documents or notes as are required or necessary to effectuate the Grants and the Loan within the limits set forth in Exhibit A as amended.

SECTION 4. This ordinance shall be in full force and effect from and after its date of passage.

**AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO SETTLEMENT AGREEMENT REGARDING
SUPERDAWG DRIVE-IN, INCORPORATED
V. CITY OF CHICAGO.**

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order concerning the authority to enter into and execute a settlement agreement in the following matter: *Superdawg Drive-In, Incorporated v. City of Chicago*, 77 CH 21551, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Superdawg Drive-In, Incorporated v. City of Chicago*, 77 CH 21551.

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

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order concerning the authority to enter into and execute a settlement agreement in the following matter: *Gomez v. City of Chicago, et al.* 85 CH 9510, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Gomez v. City of Chicago, et al.* 85 CH 9510.

APPROVAL OF TAX INCREMENT REDEVELOPMENT PLAN
AND REDEVELOPMENT PROJECT FOR CENTRAL
STATION AREA REDEVELOPMENT TAX
INCREMENT FINANCING PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to approve a tax increment redevelopment plan for the Central Station Redevelopment Tax Increment Financing Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and for the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1(a) of this Ordinance, which Area constitutes in the aggregate not less than 1 and 1/2 acres; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Commercial District Development Commission of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for September 18, 1990, in the 6th Floor Conference Room at the offices of the Department of Economic Development, City of Chicago, 24 East Congress Parkway, Chicago, Illinois; and

WHEREAS, Due notice in respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, such notice being given to taxing districts and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on August 3, 1990, by publication in the *Chicago Tribune* on September 4, 1990 and September 7, 1990, and by certified mail to taxpayers within the Area on September 5, 1990; and

WHEREAS, The Plan and Project set forth the factors which cause the proposed Area to be blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area which cause such area to be a "blighted area" as that term is used in the Act; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements on such parcels of real property in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Municipality as a whole to determine whether the proposed Plan and Project conform to the comprehensive plan of the Municipality; and

WHEREAS, The Corporate Authorities now deem it appropriate to approve the proposed Plan and Project to begin to initiate measures as rapidly as possible, for promotion and protection of the health, safety, morals and welfare of the residents of the City of Chicago; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

(a) The Area is described in Exhibit A attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference. The street location (as near as practicable) for the Area described in Exhibit B attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference. The map of the Area is depicted on Exhibit C to this Ordinance and incorporated in this Ordinance as if set out in full by this reference.

(b) There exists conditions which cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

(c) The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

(d) The Plan and Project conform to the comprehensive plan for the development of the Municipality as a whole.

(e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Project is in the year 2013, and the estimated date of retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is in the year 2013.

(f) The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements on such parcels of real property which will be substantially benefited by the proposed Project improvements are included in the proposed Area.

SECTION 2. Approval of Plan and Project. The Plan and Project which were the subject matter of the public hearing held September 18, 1990, are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this Ordinance be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

[Exhibit "C" attached to this ordinance printed on page
23048 of this Journal.]

Exhibits "A", "B" and "D" attached to this ordinance read as follows:

Exhibit "A".

Redevelopment Project Area Description.

The boundaries of the Central Station Area Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

that part of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

those parts of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street and running;

thence east along the eastward extension of said north line of East 11th Street, to the easterly right-of-way line of South Columbus Drive;

thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road;

thence east along said eastward extension of Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive;

thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure;

thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad;

thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid;

thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue;

thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid;

thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20-foot wide alley;

thence north along said east line of the 20-foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street;

thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue;

thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street;

thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue;
and

thence north along said west line of South Michigan Avenue, a distance of 1,955.0 feet, more or less, to the point of beginning, in Cook County, Illinois.

[Figure 1 attached to this Exhibit "A" printed
on page 23049 of this Journal.]

Exhibit "B".

The Central Station Redevelopment Project Area is generally bounded by 11th Place on the north, Lake Shore Drive on the east, 16th Street and the extension of Cullerton Street on the south, and Michigan and Indiana Avenues on the west.

Exhibit "D".

Central Station Area.

Tax Increment Financing Redevelopment Project And Plan.

1.

Introduction.

Chicago's future and its continuing role as a world class city depends on its ability to build upon its strong assets while overcoming the threats and/or concerns relating to its future stability. Among Chicago's assets are: its beautiful lakefront setting; its magnificent system of parks, including Grant and Burnham Parks; its viable business center; its many institutions, museums, universities and art galleries; the North Michigan Avenue shopping facilities; McCormick Place and Navy Pier; and its extensive neighborhood and community based cultural and economic organizations.

There are real problems which threaten Chicago. These problems include, but are not limited to, a pattern of out-migration by both major and minor corporations to the suburbs and to other states; a loss of convention business to other cities and other countries; the perception of a high incidence of crime; imbalances in public transportation services within the greater central area which continues to expand outward from the historic "Loop" business district; aging infrastructure; and the need to revitalize deteriorating, underutilized and undeveloped areas of the City.

The City of Chicago, working with the State of Illinois, has initiated bold steps in an effort to overcome some of the aforementioned problems, including programs to improve Chicago's educational system so students will be able to find meaningful employment after graduation. Within the greater central area additional steps have been taken, including the creation of the Metropolitan Pier and Exposition Authority, with Navy Pier improvements and an active effort directed toward expansion of the McCormick Place complex. Additional funding is being pursued by the City for planning and design of the Central Area Transit Circulator system (light rail transit system) to improve internal distribution and travel movements. A major redesign of the State Street Mall is planned, which, in conjunction with the new Harold Washington Library and other private developments along State Street will help revitalize this area.

Although the downtown and north and west sides of the central area have experienced dynamic new growth in office, hotel, entertainment and residential development, the Near South area generally south of Roosevelt Road and east of Michigan Avenue continues to decline. The Near South section of the greater central area is in significant need of revitalization and redevelopment. Recent studies have verified that the majority of the properties from 12th Street to 16th Street, and from Michigan Avenue to Indiana Avenue are characterized by deterioration and obsolescence and the area east of Indiana Avenue contains abandoned railroad yards which remain undeveloped.

The City of Chicago has long been aware of the redevelopment potential of the entire area. In 1919, the City Council adopted an ordinance which mandated the implementation of Daniel Burnham's 1909 plan for the area. More recent planning efforts which singled out the near south area include the 1972 Lakefront Plan and the 1973 Chicago 21 Plan. The plans put forth recommendations for the near south similar to those proposed in this

redevelopment plan such as the extension of Roosevelt Road and various public transit improvements. In 1986, the Department of Planning prepared a special Near South Development Plan. The plan recognized the unique assets of the area and its potential to link the lakeshore and museum campus with a revitalized Near South neighborhood. The plan recommended roadway extensions at Roosevelt Road, 16th Street and McFetridge Avenue.

In general, the plan called for business development which would create jobs in the area residential development to stabilize the area and cultural and recreational improvements as well.

However, despite the existence of such ordinances and plans, the Central Station Area Development Project Area (hereinafter designated and defined as the "Redevelopment Project Area") has historically not been subject to growth and development through investment by private enterprise, and is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Tax Increment Financing Redevelopment Project and Plan and the substantial investment of public funds. Historically, private investment has not occurred to any major extent in the south loop area except in those areas in which the City has made a substantial investment of public funds.

The City now has a very real opportunity to serve as a catalyst for the development of the Redevelopment Project Area, and has already begun taking steps in that direction. On March 1, 1990, the Chicago Plan Commission approved the Central Station Guidelines for Development (the "Central Station Guidelines") for an aggressive and comprehensive development of mostly vacant land located generally within the eastern portion of the Redevelopment Project Area. On April 6, 1990, the City Council approved the Central Station Planned Development Amendment to the Chicago Zoning Ordinance (the "Central Station Plan of Development") for parts of the land covered by the Guidelines. With the City's assistance and guidance, development of this portion of the Redevelopment Project Area will open the lakeshore to previously isolated neighborhoods, and will spearhead increased housing and business opportunities not only in the Redevelopment Project Area, but also within the near south loop area as a whole. The City must take an additional step to accomplish its development goals for the Redevelopment Project Area -- The City must adopt Tax Increment Financing to attract the private investment that is needed within the Redevelopment Project Area.

Tax Increment Financing.

In January, 1977, tax increment financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"). The

Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74.4-1 et seq., as amended. The Act provides a means for municipalities after the approval of a "redevelopment plan and project" to redevelop "blighted", "conservation" or "industrial park conservation" areas and to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the equalized assessed valuation ("E.A.V.") of real property within the T.I.F. redevelopment area over and above the certified initial E.A.V. of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the redevelopment project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax Increment financing does not generate revenues by increasing tax rates; it generates revenues by allowing the municipality to capture, temporarily, new tax revenues resulting from redevelopment. Further, under tax increment financing, all taxing districts continue to receive the tax revenue they received prior to redevelopment from property in the area. Moreover, taxing districts can receive distributions of excess increment when more tax increment revenue is received than is necessary to pay for expected redevelopment project costs and principal and interest obligations issued to pay such costs. Taxing district also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

The Central Station Area Tax Increment Redevelopment Plan And Project.

The Central Station Area Tax Increment Redevelopment Project and Plan (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private actions in the Redevelopment Project Area.

This Redevelopment Plan also specifically describes the Redevelopment Project Area and sets forth the blighting factors which qualify the Redevelopment Project Area for designation as a blighted area as defined in the Act.

In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. The "Redevelopment Project" as used herein means any development project which may, from time to time, be undertaken to accomplish the objectives of the Redevelopment Plan.

The Redevelopment Project represents one of the most important economic opportunity available for the City of Chicago. By creating an environment for private development, Chicago will strengthen its tax base and establish an atmosphere that creates and retains jobs and a real alternative for companies that might otherwise move to the suburbs or out of state. At the same time, the long-standing objective to complete a southern edge to Grant Park can be accomplished. The museum campus area can be connected to the central business district and other areas of the City through suitable improvements to traffic patterns and the transportation system that serves these facilities and areas.

For the first time, direct linkage between the lakefront and the area south of Roosevelt Road can be planned and provided. The extraordinarily important McCormick Place facility can be expanded and integrated into the downtown area. The Redevelopment Project Area provides the vital connection for the museum campus and McCormick Place with the rest of the city.

The goal of the City of Chicago, however, is to ensure that the entire Redevelopment Project Area be redeveloped on a comprehensive and planned development basis in order to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land-use, pedestrian access, vehicular circulation, parking, service and urban design systems will functionally come together, meeting modern-day principles and standards.
2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.
3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

Redevelopment of the Redevelopment Project Area is one of the largest of its kind in the United States, and it presents challenges and opportunities commensurate with its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of the Redevelopment Project Area. By means of public investment, the area will become a stable environment that will again attract private investment.

Public investment will set the stage for the rebuilding of the area with private capital.

Public and private investment is possible only if tax increment financing is used pursuant to the term of the Act. The revenue generated by the development will play a decisive role in encouraging private development. Conditions of blight that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan, the City of Chicago will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Implementation of this Redevelopment Plan will benefit the City, its neighborhoods and all the taxing districts which encompass the Near South Side in the form of a significantly expanded tax base, employment opportunities and a wide range of other benefits.

2.

Redevelopment Project Area Description.

The boundaries of the Central Station Area Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

that part of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14. East of the Third Principal Meridian, bounded and described as follows:

those parts of the southwest quarter of fractional Section 15, the north west quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running;

thence east along the eastward extension of said north line of East 11th Street, to the easterly right-of-way line of South Columbus Drive;

thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road;

thence east along said eastward extension of Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive;

thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure;

thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad;

thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid;

thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue;

thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid;

thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20-foot wide alley;

thence north along said east line of the 20-foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street;

thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue;

thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street;

thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; and

thence north along said west line of South Michigan Avenue, a distance of 1,955.0 feet, more or less, to the point of beginning, in Cook County, Illinois.

3.

Redevelopment Project Area Goals And Policies.

Managed growth in the form of investment in new development and facilities is essential in the Redevelopment Project Area. Redevelopment efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, increased tax base and additional employment opportunities.

The Act encourages the public and private sectors to work together to address and solve the problems of urban growth and development. The joint effort between the City and the private sector to redevelop parts of the Redevelopment Project Area will receive significant support from the financing methods made available by the Act.

This section of the Redevelopment Plan identifies the goals and policies of the City for the Redevelopment Project Area. A later section of this Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment goals and policies which have been identified.

General Goals:

- Provide infrastructure improvements within the Redevelopment Project Area.

- Encourage commercial and industrial development by eliminating the influences and the manifestations of physical and economic deterioration and obsolescence within the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to establish it as an important activity center contributing to the regional and national focus of the central business district.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties adjacent to the Redevelopment Project Area.
- Provide an increased sales tax basis for the City of Chicago, the State of Illinois and other taxing districts extending into the Redevelopment Project Area.

Policies:

- Encourage a mixture of uses and scales of development that provide a transition from higher densities found in the Loop to the lower densities of the Near South Side.
- Expand the residential population of the Near South Side and encourage housing types that accommodate a diverse economic and social mix of residents.
- Provide better access between the South and Near South Sides and the downtown and lakefront through creation of better and new frequent east-west and north-south links.
- Extend the public features of Chicago's historic boulevard system along Michigan and Indiana Avenues.
- Accommodate the reconstruction of Lake Shore Drive as a two-way parkway on the west side of the Field Museum, with an ample landscaped edge.
- Design an internal street network that is clear, direct, and easily accessible to the public.

- Design a street and block plan which integrates the Near South Side with the lakefront.
- Complete the south end of Grant Park.
- Apply the policies of the *Lakefront Plan of Chicago*.
- Provide formal open spaces that relate to Grant Park and Burnham Park and are connected by the pedestrian street network.
- Provide sufficient parks and recreational areas related to the needs of new Near South Side residents.
- Promote a quality, attractive environment compatible with the museum complex in Burnham Park, provide greater access to Burnham Park from downtown and the community to the west, and enhance the park setting of the museums.
- Present active and appropriately designed edges to the communities on all sides, especially towards Grant Park, Lake Shore Drive, and Michigan Avenue.
- Respect the prominent architectural quality of the museum complex in Burnham Park and the Michigan Avenue streetwalls.
- Enhance the Prairie Avenue Historic District by improving the accessibility and image of the surrounding community and by creating connections between the District and the Burnham Park museum complex.
- Protect and frame important views and vistas through the site.
- Encourage active, landscaped pedestrian-oriented streets.
- Encourage a predominate use of public transportation and improve public transportation services to the Central Station site and the surrounding community.
- Promote the development of a Central Area Transit Circulator system connecting the downtown with McCormick Place and the museums.
- Provide adequate facilities for circulation within and through the site for pedestrians, public transit, and private vehicles.
- Promote development which employs the most efficient use of energy resources.

- Ensure provision of associated parks, open spaces and public facilities on a schedule coordinated with the pace of private development.
- Promote the design and construction of public infrastructure which encourages quality development.
- Give funding and scheduling priority to improvements which provide the greatest benefit to the general public.

4.

*Blighted Area Conditions Existing In The
Redevelopment Project Area.*

The Redevelopment Project Area includes improved areas and vacant areas as defined in the Act.

Within the improved portion of the area it must be demonstrated that because of the combination of five or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare. Based upon surveys, inspections and analysis of the area, the Redevelopment Project Area qualifies for designation as a "blighted area" as defined by the Act.

- Of the fourteen factors set forth in the Act for improved areas, ten are present in the area.

Within the vacant portion of the area it must be demonstrated that the sound growth of the taxing districts is impaired by at least one of the seven factors described in the Act.

- The vacant land area qualifies for designation as a 'blighted area' on the basis that the area consists of unused railyards, rail tracks or railroad rights-of-way.

The factors present are reasonably distributed throughout the area.

All blocks within the area show the presence of blight factors.

The Redevelopment Project Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

A separate report titled Central Station Area Redevelopment Project T.I.F -- Area Eligibility Report describes in detail the surveys and analysis undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. The factors listed below and shown in Figure 2, *Summary of Blight Factors*, are present in the Redevelopment Project Area.

Improved Area Factors.

The improved area includes all of the blocks located west of Indiana Avenue and the railroad property currently operated by M.E.T.R.A. and located along the eastern edge of the project area, adjacent to Lake Shore Drive.

1. Age.

Age as a factor is present to a major extent throughout the improved blocks. Of the seventeen total buildings in the improved area, sixteen (94%) are thirty-five years of age or older.

2. Dilapidation.

Dilapidation as a factor is present to a major extent in one block, and to a limited extent in one block. Dilapidation includes four buildings that are in a structurally substandard condition.

3. Obsolescence.

Obsolescence as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include obsolete buildings and obsolete plating. Eight buildings are characterized by obsolescence, of which three are vacant and three are partially vacant.

4. **Deterioration.**

Deterioration as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas and site surface areas, and deteriorating alleys, street pavements, curbs, gutters, sidewalk and the Indiana Avenue viaduct. Thirteen of the seventeen buildings are characterized by deterioration.

5. **Existence of Structures Below Minimum Code.**

Existence of structures below minimum code standards is present to a major extent in one block and to a limited extent in one block. Structures below minimum code include all structures in deteriorating or dilapidated condition which are below the City's code standards for existing buildings.

6. **Excessive Vacancies.**

Excessive vacancies as a factor is present to a major extent in one block and to a limited extent in one block. Three buildings contain vacant floors and three buildings are entirely vacant.

7. **Excessive Land Coverage.**

Excessive land coverage as a factor is present to a major extent in one block of the area. Conditions contributing to this factor include parcels where buildings cover more than sixty percent of their respective sites, restricting provisions for off-street parking, loading and service. A total of twelve building sites are impacted by this factor.

8. **Deleterious Land-Use or Layout.**

Deleterious land-use or layout is present to a major extent in two of the three blocks of the improved area. Conditions contributing to this factor include parcels of limited size. Twenty-six of the parcels within the Redevelopment Project Area exhibit this factor.

9. Depreciation of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent throughout the improved area. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas and site surface areas, and site improvements including streets, alleys, walks, curbs, gutters and one viaduct.

10. Lack of Community Planning.

Lack of community planning is present to a major extent throughout the improved area. Conditions contributing to this factor include incompatible land-use relationships, parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, and the lack of reasonable development controls for building setbacks, off-street parking and loading.

Vacant Area Factors.

The vacant land area is located east of Indiana Avenue from 11th Place to approximately 16th Street and west of the railroad property used for the Illinois Central METRA commuter service. This vacant area consists of unused railyards, rail tracks or railroad rights-of-way. It is the former location of active rail lines and numerous railroad-related uses, including an office building, passenger terminal, train sheds, round houses, machine shops, baggage room, power house and miscellaneous support buildings. All of the buildings and tracks have been abandoned and the buildings demolished.

The analysis above is based upon data assembled by representatives of the City and surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc. The surveys and analyses conducted include:

1. Exterior survey of the condition and use of each building;
2. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. Analysis of existing uses and their relationships;
4. Comparison of current land use to current zoning ordinance and the current zoning map;

5. Comparison of surveyed buildings to property maintenance and other codes of the City;
6. Analysis of original and current platting and building size and layout;
7. Analysis of building floor area and site coverage; and
8. Review of previously prepared plans, studies and data.

5.

*Central Station Area Tax Increment Financing
Redevelopment Project.*

This section presents the overall program to be undertaken by the City of Chicago or by private developers acting under redevelopment agreements with the City. It includes a description of redevelopment plan and project objectives, a description of redevelopment activities, a general land-use plan, estimated redevelopment project costs, a description of source of funds to pay redevelopment project costs, a description of obligations that may be issued, identification of the most recent equalized assessed valuation of properties in the Redevelopment Project Area, and an estimate of anticipated equalized assessed valuation.

In the event the City determines that implementation of certain activities or improvements is not feasible, the City may reduce the scope of the overall program and Redevelopment Project.

Redevelopment Objectives:

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a blighted area. Section 4 of this Redevelopment Plan *Blighted Area Conditions Existing in the Redevelopment Project Area*, describes existing blighting conditions.

- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.
- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.
- Create an environment which stimulates private investment in new construction, expansion, and rehabilitation.
- Achieve development which is integrated both functionally and aesthetically with nearby existing development, and which contains a complementary mix of uses.
- Encourage a high-quality appearance of buildings, rights-of-way, and open spaces, and encourage high standards of design.
- Provide sites for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.
- Provide needed incentives to encourage a broad range of improvements in both rehabilitation and new development efforts.
- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.
- Implement and achieve the Redevelopment Project Area Goals and Policies as set forth in Section 3 of this Redevelopment Plan.

Redevelopment Plan and Project Activities.

The City proposes to achieve its redevelopment goals, policies and objectives for the Redevelopment Project through public financing techniques including tax increment financing and by undertaking some or all of the following actions:

1. Property Acquisition, Site Preparation, Demolition and Relocation.

Property acquisition and land assembly by the private sector for redevelopment in accordance with this Redevelopment Plan will be encouraged. To achieve the renewal of the Redevelopment

Project Area, property identified in *Development Program*, Figure 3, attached hereto and made a part hereof, may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or recreational facilities. The City may determine that to meet the goals, policies or objectives of this Redevelopment Plan property may be acquired where: a) the current use of the property is not permitted under this Redevelopment Plan; b) the exclusion of the property from acquisition would have a detrimental effect on the disposition and development of adjacent and nearby property; or c) the owner or owners are unwilling or unable to conform the property to the land-use and development objectives of this Redevelopment Plan. Further, the City may require written redevelopment agreements with developers before acquiring any properties.

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized. Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials to create suitable sites for new development and to provide for storm drainage.

Active businesses and other occupants that are displaced by the public acquisition of property will be relocated and may be provided with assistance payments and advisory services.

As an incidental but necessary part of the redevelopment process, the City may devote property which it has acquired to temporary uses until such property is scheduled for disposition and redevelopment.

Acquisition activities include acquisition of property (1) to accommodate the realignment of Lake Shore Drive and to make improvements to other thoroughfares, (2) to permit the more efficient construction of infrastructure over the METRA tracks, (3) to provide a site for a district heating/cooling plant, if appropriate, and (4) to provide for additional property acquisition in support of private development proposals. Further, demolition of structures (including railroad structures) and protection/relocation of existing utilities and freight tunnels is contemplated. Relocation services in conjunction with property acquisition will be provided in accordance with City policy.

2. Provision Of Public Improvements.

Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to the following:

a. Roadways And Related Improvements.

A range of individual roadway improvement projects from repair and resurfacing through construction of new roads on structures in air rights will be undertaken. Public sewers, water lines, and City electrical service for lighting and signals are to be upgraded or installed new in each improved roadway segment as needed. The complexities and constraints associated with roadway construction in air rights over an operating railroad have been taken into account in estimating costs. The principal roadways affected are Columbus Drive, Roosevelt Road, Indiana Avenue, 13th Street, 14th Street, 15th Street, as well as segments of other streets. Virtually all of these improvements are anticipated in the *Central Station Guidelines*.

b. Special Utility Improvement.

Construction of a substantial storm sewer is planned for a 16th Street alignment to extend from Lake Shore Drive west through the Redevelopment Project Area to the Chicago River. This sewer will provide relief to the combined sewer system serving the area, reduce or eliminate flooding in the area, and will have capacity to drain storm water on Lake Shore Drive in the vicinity of the Redevelopment Project Area.

c. Parks And Open Space.

Construction of both parks and open spaces will be undertaken. McFetridge Park at 14th/Indiana, and a portion of the addition to Grant Park on the north side of Roosevelt Road will be built. These improvements are anticipated in the *Central Station Guidelines*.

3. Job Training And Related Educational Programs.

Separate or combined programs designed to increase the skills of the labor force to take advantage of the employment opportunities within the Redevelopment Project Area will be implemented. This will be particularly important in conjunction with development of international trade operations and related services.

4. Analysis, Administration, Studies, Surveys, Legal, et al.

Activities include the long-term management of the T.I.F. Program as well as the costs of establishing the Program and designing its components.

5. Redevelopment Agreements.

Land assemblage which may be by purchase, exchange, donation, lease, or eminent domain shall be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in this Redevelopment Plan.

General Land-Use Plan.

The *Land-Use Plan*, Figure 4, attached hereto and made a part hereof, identifies land-uses and public rights-of-way to be in effect upon adoption of this Redevelopment Plan. The major land-use categories included within the Redevelopment Project Area are Commercial/Residential Mixed Use Development and public.

All major thoroughfares and street rights-of-way are shown on the *Land-Use Plan* map. Their locations are subject to modification.

The Land-Use Plan as designated in Figure 4 provides a guide for future land-use improvements and developments within the Redevelopment Project Area. It illustrates land uses most appropriate for specific subareas.

Estimated Redevelopment Project Costs.

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;
4. Costs of the construction of public works or improvements;
5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;

8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law;
9. Payment in lieu of taxes as defined in the Act;
10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;
11. Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

- d. the total of such interest payments incurred pursuant to this Act may not exceed 30% of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to this Act or such greater amount as may be hereinafter authorized by law, including by P.A. 86-1398.

A range of activities and improvements will be required to implement the tax increment redevelopment project. The necessary improvements and their costs are shown in Table 1, *Estimated Redevelopment Project Costs*. To the extent that the City has incurred costs or municipal obligations have been issued to pay for such Redevelopment Project costs in anticipation of the adoption of tax increment financing, the City shall be reimbursed from real estate tax increment revenues for such redevelopment costs. The total redevelopment project costs are intended to provide an upper limit on expenditures. Within this limit, adjustments may be made in line items, including provision for capitalized interest and other cost of financing associated with the issuance of obligations, without amendment of this Redevelopment Plan. Additional funding in the form of state and federal grants, and private developer contributions will be pursued by the City as means of financing improvements and facilities which are of a general community benefit.

Table 1

Central Station Redevelopment Program Estimated
Redevelopment Project Costs.

(in 1,000's)

Program Action/Improvement

Property Acquisition, Site Preparation, Demolition, Relocation	\$3,300.00
Roadways and Related Improvements	27,600.00
Special Utility Improvement	6,500.00
Parks and Open Space	1,800.00
Job Training and Related Educational Programs	500.00

Gross Project Cost: **\$40,000.00**

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2013. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term

maturities, and may or may not be subject to mandatory sinking fund redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, may be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation of Properties in the Redevelopment Project Area.

Table 2 lists the most recent 1989 equalized assessed valuations of properties in the Redevelopment Project Area. The total estimated equalized assessed valuation for the Redevelopment Project Area is \$5,993,641.

Anticipated Equalized Assessed Valuation.

By the year 2005, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at approximately \$530,000,000. This estimate is based on several key assumptions, including: 1) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; 2) the market value of the recommended commercial developments will increase following completion of the redevelopment activities described in the Redevelopment Plan; and 3) the most recent proposed State Multiplier of 1.9133 as applied to 1989 assessed values will remain unchanged.

Table 2.

Summary Of 1989 Equalized Assessed Valuations.

Real Estate Block Numbers	Equalized Assessed Value
17-15-112	\$397,396
17-15-310	0

Real Estate Block Numbers	Equalized Assessed Value
17-15-501	\$ 0
17-22-102	1,328,699
17-22-105	1,959,441
17-22-109	53,031
17-22-110	2,680,667
17-22-303	17,271
17-22-304	1,698,247
17-22-501	9,829
17-22-502	0
17-27-501	0
Total:	\$8,144,581

These figures are subject to final verification. Initial E.A.V. is estimated to be \$8,144,581. After verification, the correct figures shall be certified to by the County Clerk of Cook County, Illinois.

6.

*Conformity Of The Redevelopment Plan To The Comprehensive
Plan For Development Of The City Of Chicago As A Whole.*

The Redevelopment Plan and the Redevelopment Project conform to the comprehensive plan for development of the City of Chicago as a whole. Further, the Redevelopment Plan and Redevelopment Project are consistent with, and are established pursuant to implementation of, general municipal development objectives and policies contained in development plans previously adopted and/or considered by the City of Chicago, including, among others, the following:

1. "An Ordinance For the Establishment of Harbor District Number Three; the Construction by the Illinois Central Railroad Company of a New Passenger Station; Electrification of Certain of the Lines of the Illinois Central and Michigan Central Railroad Companies Within the City; and the Development of the Lake Front" passed by the City Council of the City of Chicago in 1919, as amended;
2. The Comprehensive Plan of Chicago of 1966;
3. The Guidelines for Development: I.C. Air Rights -- 11th Place to 31st Street of 1972;
4. The Lakefront Plan of Chicago of 1973;
5. The Lake Michigan and Chicago Lakefront Protection Ordinance of 1973;
6. Chicago 21: A Plan for the Central Area Committees of 1973;
7. Chicago Central Area Plan of 1983;
8. The Near South Development Plan of 1986;
9. The Central Station Guidelines; and
10. The Central Station Plan of Development.

7.

Phasing And Scheduling Of Redevelopment Project.

A phased implementation strategy will be utilized to achieve a timely and orderly redevelopment of the project area.

It is anticipated that City expenditures for redevelopment project cost will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers.

8.

Provisions For Amending This Redevelopment.

This Central Station Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Act.

9.

Affirmative Action Plan.

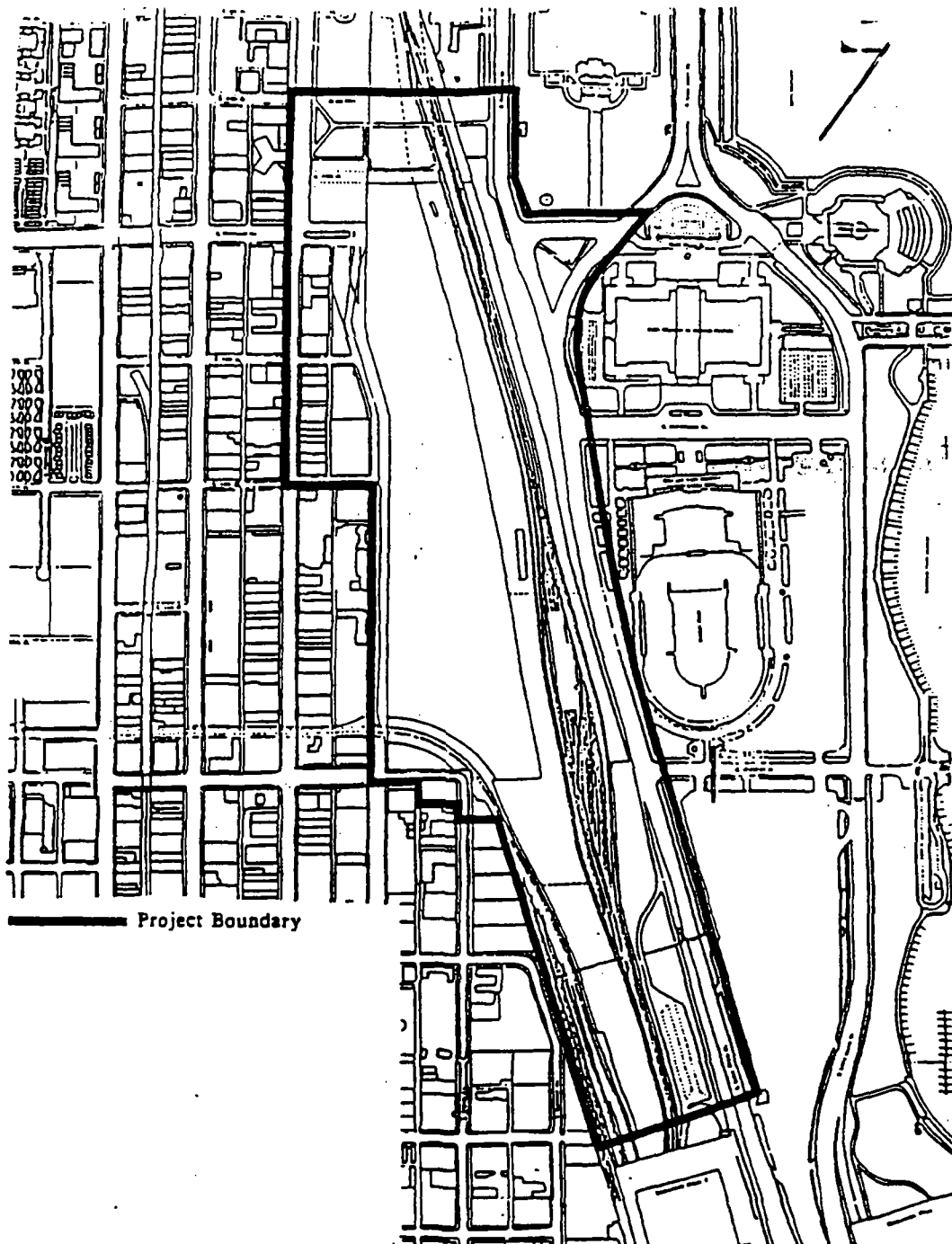
The City is committed to and will affirmatively implement the following principles with respect to the Central Station Tax Increment Redevelopment Plan and Project:

- A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment, working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
- B. This commitment to affirmative action will ensure that all members of the protected groups, are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Plan and Project, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

[Figures 1 through 4 attached to this Exhibit "D" printed
on pages 26001 through 26005 of this
Journal.]

FIGURE 1 TO EXHIBIT D.



PROJECT BOUNDARY MAP

CENTRAL STATION TAX INCREMENT
REDEVELOPMENT PROJECT

FIGURE 2 TO EXHIBIT D.

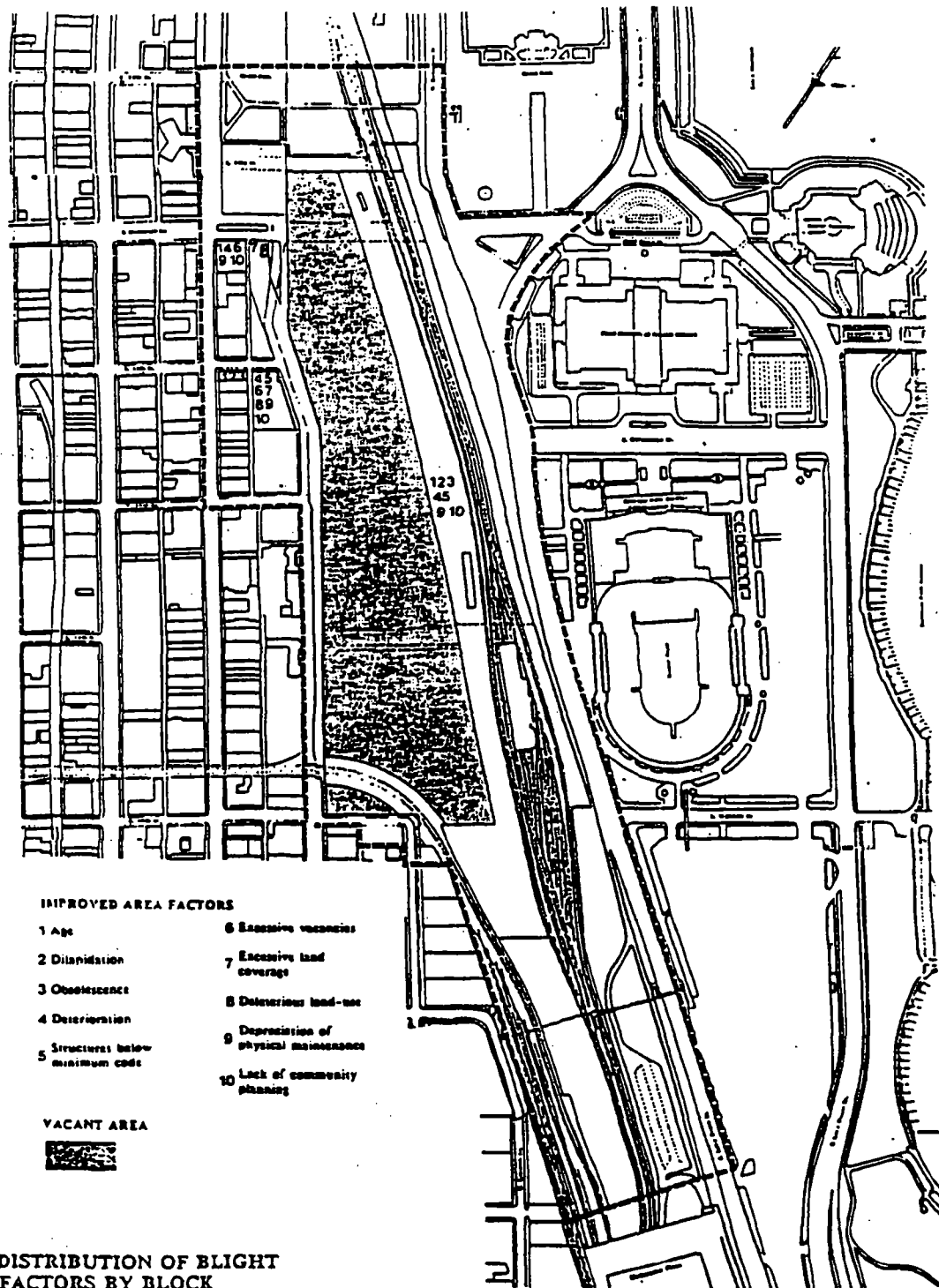


FIGURE 3 TO EXHIBIT D.

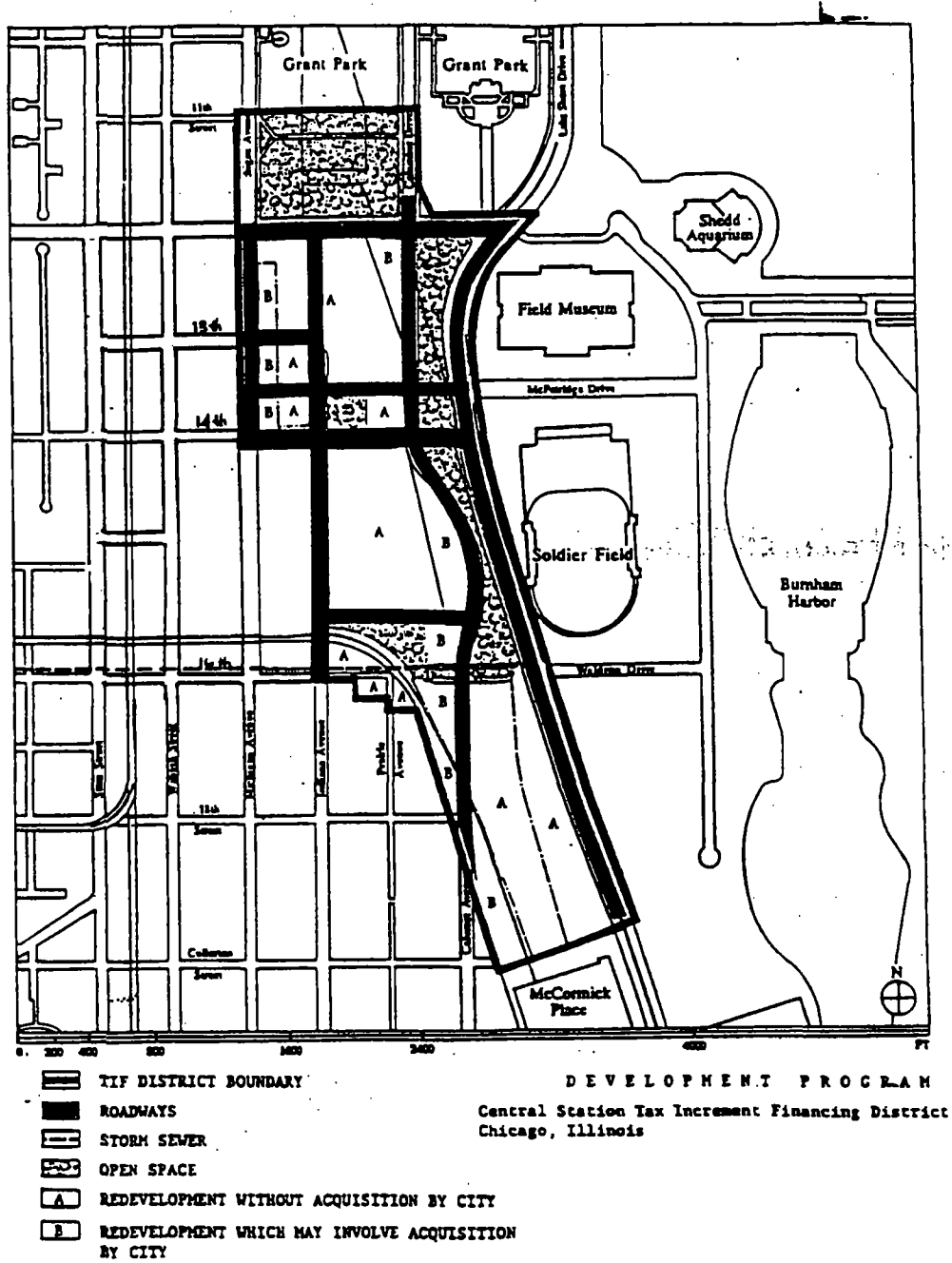


FIGURE 4 TO EXHIBIT D.

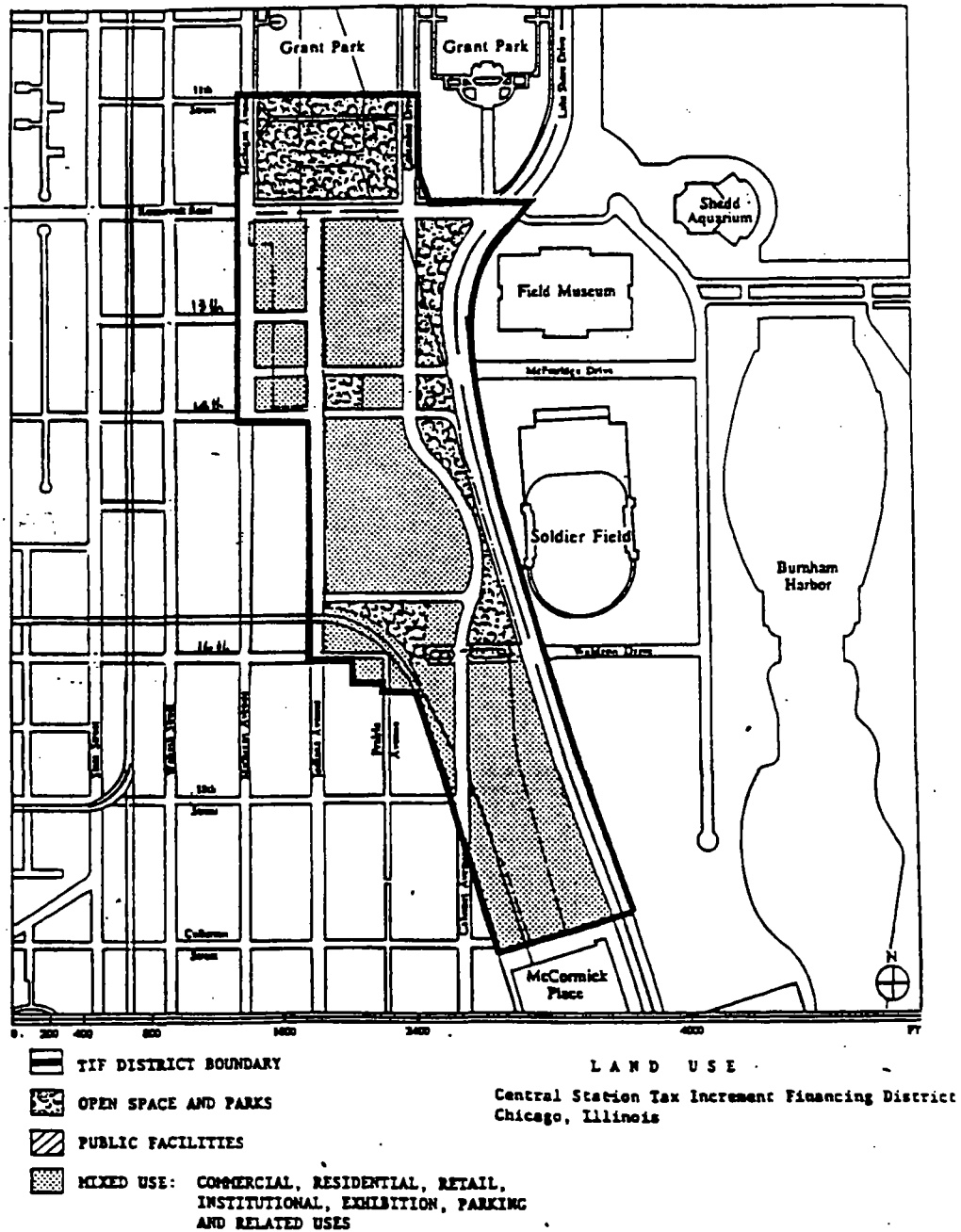
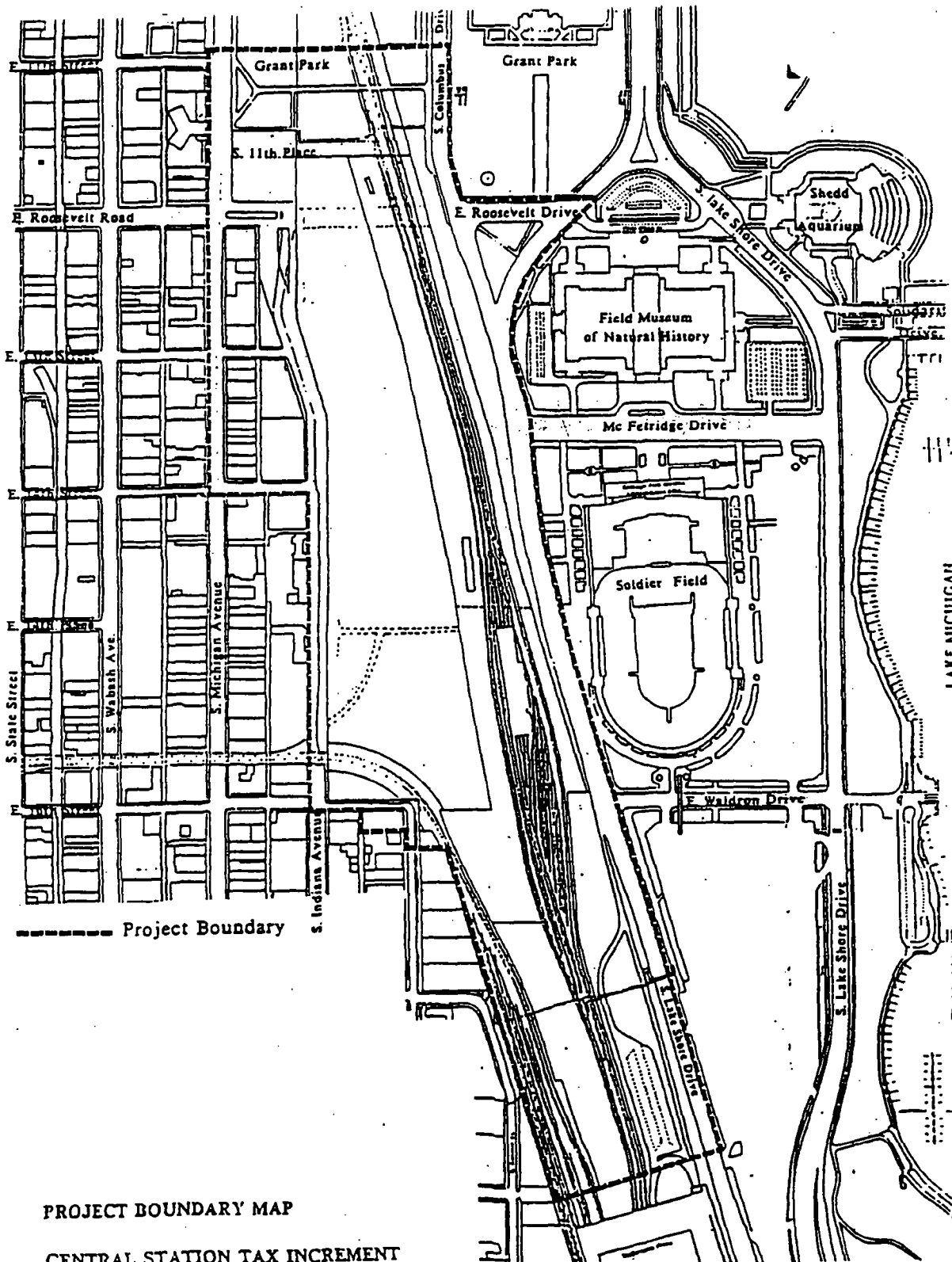


EXHIBIT C.



PROJECT BOUNDARY MAP

CENTRAL STATION TAX INCREMENT
REDEVELOPMENT PROJECT

DESIGNATION OF CENTRAL STATION AREA AS REDEVELOPMENT
PROJECT AREA PURSUANT TO TAX INCREMENT
ALLOCATION REDEVELOPMENT ACT.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to designate the Central Station Area as a Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and for the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to

implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article II of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1(a) of this Ordinance, which area constitutes in the aggregate not less than 1 and 1/2 acres; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Commercial District Development Commission of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for September 18, 1990, in the sixth Floor Conference Room at the offices of the Department of Economic Development, City of Chicago, 24 East Congress Parkway, Chicago, Illinois; and

WHEREAS, Due notice in respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, such notice being given to taxing districts and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on August 3, 1990, by publication in the *Chicago Tribune* on September 4, 1990 and September 7, 1990, and by certified mail to taxpayers within the Area on September 5, 1990; and

WHEREAS, The Plan and Project set forth the factors which cause the proposed Area to be blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area which cause such area to be a "blighted area" as that term is used in the Act; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements on such parcels of real property in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Municipality as a whole to determine whether the proposed Plan and Project conform to the comprehensive plan of the Municipality; and

WHEREAS, The Corporate Authorities now deem it appropriate to approve the proposed Plan and Project to begin to initiate measures as rapidly as possible, for promotion and protection of the health, safety, morals and welfare of the residents of the City of Chicago; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

(a) The Area is described in Exhibit A attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference. The map of the Area is depicted on Exhibit C to this Ordinance and incorporated in this Ordinance as if set out in full by this reference.

(b) There exists conditions which cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

(c) The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

(d) The Plan and Project conform to the comprehensive plan for the development of the Municipality as a whole.

(e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Project is in the year 2013, and the estimated date of retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is in the year 2013.

(f) The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements on such parcels of real property which will be substantially benefitted by the proposed Project improvements are included in the proposed Area.

SECTION 2. Designation of Redevelopment Project Area. The Area described in Exhibit A is hereby designated as a Redevelopment Project Area pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act, P.A. 79-1525 appearing as Sections 11-74.4-1 et seq., Illinois Revised Statutes, as amended. A copy of the Plan and Project, which was the subject matter of the public hearing held on September 18, 1990, as set forth in Exhibit D attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this Ordinance be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

[Exhibit "C" attached to this ordinance printed on page
23048 of this Journal.]

Exhibits "A", "B" and "D" attached to this ordinance read as follows:

Exhibit "A".

Redevelopment Project Area Description.

The boundaries of the Central Station Area Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, *Boundary Map*, and more particularly described as follows:

that part of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

those parts of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39

North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running;

thence east along the eastward extension of said north line of East 11th Street, to the easterly right-of-way line of South Columbus Drive;

thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road;

thence east along said eastward extension of Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive;

thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure;

thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said, 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad;

thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid;

thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue;

thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid;

thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20-foot wide alley;

thence north along said east line of the wide 20-foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street;

thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue;

thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street;

thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; and

thence north along said west line of South Michigan Avenue, a distance of 1,955.0 feet, more or less, to the point of beginning, in Cook County, Illinois.

[Figure 1 attached to this Exhibit "A" printed on page 23049 of this Journal.]

Exhibit "B".

The Central Station Redevelopment Project Area is generally bounded by 11th Place on the north, Lake Shore Drive on the east, 16th Street and the extension of Cullerton Street on the south, and Michigan and Indiana Avenues on the west.

Exhibit "D".

Central Station Area.

Tax Increment Financing Redevelopment Project And Plan.

1.

Introduction.

Chicago's future and its continuing role as a world class city depends on its ability to build upon its strong assets while overcoming the threats and/or concerns relating to its future stability. Among Chicago's assets are: its beautiful lakefront setting; its magnificent system of parks, including Grant and Burnham parks; its viable business center; its many institutions, museums, universities and art galleries; the North Michigan Avenue shopping facilities; McCormick Place and Navy Pier; and its extensive neighborhood and community based cultural and economic organizations.

There are real problems which threaten Chicago. These problems include, but are not limited to, a pattern of out-migration by both major and minor corporations to the suburbs and to other states; a loss of convention business to other cities and other countries; the perception of a high incidence of crime; imbalances in public transportation services within the greater central area which continues to expand outward from the historic "Loop" business district; aging infrastructure; and the need to revitalize deteriorating, underutilized and undeveloped areas of the City.

The City of Chicago, working with the State of Illinois, has initiated bold steps in an effort to overcome some of the aforementioned problems, including programs to improve Chicago's educational system so students will be able to find meaningful employment after graduation. Within the greater central area additional steps have been taken, including the creation of the Metropolitan Pier and Exposition Authority, with Navy Pier improvements and an active effort directed toward expansion of the McCormick Place complex. Additional funding is being pursued by the City for planning and design of the Central Area Transit Circulator system (light rail transit system) to improve internal distribution and travel movements. A major redesign of the State Street Mall is planned, which, in conjunction with the new Harold Washington Library and other private developments along State Street will help revitalize this area.

Although the downtown and north and west sides of the central area have experienced dynamic new growth in office, hotel, entertainment and residential development, the Near South area generally south of Roosevelt Road and east of Michigan Avenue continues to decline. The Near South section of the greater central area is in significant need of revitalization and redevelopment. Recent studies have verified that the majority of the properties from 12th Street to 16th Street, and from Michigan Avenue to Indiana Avenue are characterized by deterioration and obsolescence and the area east of Indiana Avenue contains abandoned railroad yards which remain undeveloped.

The City of Chicago has long been aware of the redevelopment potential of the entire area. In 1919, the City Council adopted an ordinance which mandated the implementation of Daniel Burnham's 1909 plan for the area. More recent planning efforts which singled out the near south area include the 1972 Lakefront Plan and the 1973 Chicago 21 Plan. The plans put forth recommendations for the near south similar to those proposed in this redevelopment plan such as the extension of Roosevelt Road and various public transit improvements. In 1986, the Department of Planning prepared a special Near South Development Plan. The plan recognized the unique assets of the area and its potential to link the lakeshore and museum campus with a revitalized Near South neighborhood. The plan recommended roadway extensions at Roosevelt Road, 16th Street, and McFetridge Avenue.

In general, the plan called for business development which would create jobs in the area, residential development to stabilize the area and cultural and recreational improvements as well.

However, despite the existence of such ordinances and plans, the Central Station Area Development Project Area (hereinafter designated and defined as the "Redevelopment Project Area") has historically not been subject to growth and development through investment by private enterprise, and is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Tax Increment Financing Redevelopment Project and Plan and the substantial investment of public funds. Historically, private investment has not occurred to any major extent in the south loop area except in those areas in which the City has made a substantial investment of public funds.

The City now has a very real opportunity to serve as a catalyst for the development of the Redevelopment Project Area, and has already begun taking steps in that direction. On March 1, 1990, the Chicago Plan Commission approved the Central Station Guidelines for Development (the "Central Station Guidelines") for an aggressive and comprehensive development of mostly vacant land located generally within the eastern portion of the Redevelopment Project Area. On April 6, 1990, the City Council approved the Central Station Planned Development Amendment to the Chicago Zoning Ordinance (the "Central Station Plan of Development") for parts of the land covered by the Guidelines. With the City's assistance and guidance, development of this portion of the Redevelopment Project Area will open the lakeshore to previously isolated neighborhoods, and will spearhead increased housing and business opportunities not only in the Redevelopment Project Area, but also within the near south loop area as a whole. The City must take an additional step to accomplish its development goals for the Redevelopment Project Area -- The City must adopt Tax Increment Financing to attract the private investment that is needed within the Redevelopment Project Area.

Tax Increment Financing.

In January, 1977, tax increment financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74.4-1 et seq., as amended. The Act provides a means for municipalities after the approval of a "redevelopment plan and project" to redevelop "blighted", "conservation" or "industrial park conservation" areas and to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the equalized assessed valuation ("E.A.V.") of real property within the T.I.F. redevelopment area over and above the certified initial E.A.V. of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the redevelopment project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax Increment financing does not generate revenues by increasing tax rates; it generates revenues by allowing the municipality to capture, temporarily, new tax revenues resulting from redevelopment. Further, under tax increment financing, all taxing districts continue to receive the tax revenue they received prior to redevelopment from property in the area. Moreover, taxing districts can receive distributions of excess increment when more tax increment revenue is received than is necessary to pay for expected redevelopment project costs and principal and interest obligations issued to pay such costs. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

The Central Station Area Tax Increment Redevelopment Plan and Project.

The Central Station Area Tax Increment Redevelopment Project and Plan (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private actions in the Redevelopment Project Area.

This Redevelopment Plan also specifically describes the Redevelopment Project Area and sets forth the blighting factors which qualify the Redevelopment Project Area for designation as a blighted area as defined in the Act.

In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. The "Redevelopment Project" as used herein means any development project which may, from time to time, be undertaken to accomplish the objectives of the Redevelopment Plan.

The Redevelopment Project represents one of the most important economic opportunities available for the City of Chicago. By creating an environment for private development, Chicago will strengthen its tax base and establish an atmosphere that creates and retains jobs and a real alternative for companies that might otherwise move to the suburbs or out of state. At the same time, the long-standing objective to complete a southern edge to Grant Park can be accomplished. The museum campus area can be connected to the central business district and other areas of the City through suitable improvements to traffic patterns and the transportation system that serves these facilities and areas.

For the first time, direct linkage between the lakefront and the area south of Roosevelt Road can be planned and provided. The extraordinarily important McCormick Place facility can be expanded and integrated into the downtown area. The Redevelopment Project Area provides the vital connection for the museum campus and McCormick Place with the rest of the city.

The goal of the City of Chicago, however, is to ensure that the entire Redevelopment Project Area be redeveloped on a comprehensive and planned development basis in order to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land-use, pedestrian access, vehicular circulation, parking, service and urban design systems will functionally come together, meeting modern-day principles and standards.
2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.
3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

Redevelopment of the Redevelopment Project Area is one of the largest of its kind in the United States, and it presents challenges and opportunities commensurate with its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local

government. The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of the Redevelopment Project Area. By means of public investment, the area will become a stable environment that will again attract private investment. Public investment will set the stage for the rebuilding of the area with private capital.

Public and private investment is possible only if tax increment financing is used pursuant to the term of the Act. The revenue generated by the development will play a decisive role in encouraging private development. Conditions of blight that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan, the City of Chicago will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Implementation of this Redevelopment Plan will benefit the City, its neighborhoods and all the taxing districts which encompass the Near South Side in the form of a significantly expanded tax base, employment opportunities and a wide range of other benefits.

2.

Redevelopment Project Area Description.

The boundaries of the Central Station Area Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, *Boundary Map*, and more particularly described as follows:

that part of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

those parts of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range

14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running;

thence east along the eastward extension of said north line of East 11th Street, to the easterly right-of-way line of South Columbus Drive;

thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road;

thence east along said eastward extension of Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive;

thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure;

thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad;

thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid;

thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue;

thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid;

thence west along the south line of said Lot 5 a distance of 177 feet, more less, to the point of intersection with a line which is the east line of a 20-foot wide alley;

thence north along said east line of the 20-foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street;

thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue;

thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street;

thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue;
and

thence north along said west line of South Michigan Avenue, a distance of 1,955.0 feet, more or less, to the point of beginning, in Cook County, Illinois.

3.

Redevelopment Project Area Goals And Policies.

Managed growth in the form of investment in new development and facilities is essential in the Redevelopment Project Area. Redevelopment efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, increased tax base and additional employment opportunities.

The Act encourages the public and private sectors to work together to address and solve the problems of urban growth and development. The joint effort between the City and the private sector to redevelop parts of the Redevelopment Project Area will receive significant support from the financing methods made available by the Act.

This section of the Redevelopment Plan identifies the goals and policies of the City for the Redevelopment Project Area. A later section of this Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment goals and policies which have been identified.

General Goals.

- Provide infrastructure improvements within the Redevelopment Project Area.

- Encourage commercial and industrial development by eliminating the influences and the manifestations of physical and economic deterioration and obsolescence within the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to establish it as an important activity center contributing to the regional and national focus of the central business district.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety and general welfare of the City, and preserve or enhance the value of properties adjacent to the Redevelopment Project Area.
- Provide an increased sales tax basis for the City of Chicago, the State of Illinois and other taxing districts extending into the Redevelopment Project Area.

Policies.

- Encourage a mixture of uses and scales of development that provide a transition from higher densities found in the Loop to the lower densities of the Near South Side.
- Expand the residential population of the Near South Side and encourage housing types that accommodate a diverse economic and social mix of residents.
- Provide better access between the South and Near South Sides and the downtown and lakefront through creation of better and new frequent east-west and north-south links.
- Extend the public features of Chicago's historic boulevard system along Michigan and Indiana Avenues.
- Accommodate the reconstruction of Lake Shore Drive as a two-way parkway on the west side of the Field Museum, with an ample landscaped edge.
- Design an internal street network that is clear, direct and easily accessible to the public.

- Design a street and block plan which integrates the Near South Side with the lakefront.
- Complete the south end of Grant Park.
- Apply the policies of the *Lakefront Plan of Chicago*.
- Provide formal open spaces that relate to Grant Park and Burnham Park and are connected by the pedestrian street network.
- Provide sufficient parks and recreational areas related to the needs of new Near South Side residents.
- Promote a quality, attractive environment compatible with the museum complex in Burnham Park, provide greater access to Burnham Park from downtown and the community to the west, and enhance the park setting of the museums.
- Present active and appropriately designed edges to the communities on all sides, especially towards Grant Park, Lake Shore Drive and Michigan Avenue.
- Respect the prominent architectural quality of the museum complex in Burnham Park and the Michigan Avenue streetwalls.
- Enhance the Prairie Avenue Historic District by improving the accessibility and image of the surrounding community and by creating connections between the District and the Burnham Park museum complex.
- Protect and frame important views and vistas through the site.
- Encourage active, landscape pedestrian-oriented streets.
- Encourage a predominate use of public transportation and improve public transportation services to the Central Station site and the surrounding community.
- Promote the development of a Central Area Transit Circulator system connecting the downtown with McCormick Place and the museums.
- Provide adequate facilities for circulation within and through the site for pedestrians, public transit and private vehicles.
- Promote development which employs the most efficient use of energy resources.

- Ensure provision of associated parks, open spaces and public facilities on a schedule coordinated with the pace of private development.
- Promote the design and construction of public infrastructure which encourages quality development.
- Give funding and scheduling priority to improvements which provide the greatest benefit to the general public.

4.

*Blighted Area Conditions Existing In The
Redevelopment Project Area.*

The Redevelopment Project Area includes improved areas and vacant areas as defined in the Act.

Within the improved portion of the area it must be demonstrated that because of the combination of five or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare. Based upon surveys, inspections and analysis of the area, the Redevelopment Project Area qualifies for designation as a "blighted area" as defined by the Act.

- Of the fourteen factors set forth in the Act for improved areas, ten are present in the area.

Within the vacant portion of the area it must be demonstrated that the sound growth of the taxing districts is impaired by at least one of the seven factors described in the Act.

- The vacant land area qualifies for designation as a "blighted area" on the basis that the area consists of unused railyards, rail tracks or railroad rights-of-way.

The factors present are reasonably distributed throughout the area.

All blocks within the area show the presence of blight factors.

The Redevelopment Project Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

A separate report titled Central Station Area Redevelopment Project -- T.I.F. Area Eligibility Report describes in detail the surveys and analysis undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. The factors listed below and shown in Figure 2, *Summary of Blight Factors*, are present in the Redevelopment Project Area.

Improved Area Factors.

The improved area includes all of the blocks located west of Indiana Avenue and the railroad property currently operated by M.E.T.R.A. and located along the eastern edge of the project area, adjacent to Lake Shore Drive.

1. Age.

Age as a factor is present to a major extent throughout the improved blocks. Of the seventeen total buildings in the improved area, sixteen (94%) are thirty-five years of age or older.

2. Dilapidation.

Dilapidation as a factor is present to a major extent in one block, and to a limited extent in one block. Dilapidation includes four buildings that are in a structurally substandard condition.

3. Obsolescence.

Obsolescence as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include obsolete buildings and obsolete plating. Eight buildings are characterized by obsolescence, of which three are vacant and three are partially vacant.

4. Deterioration.

Deterioration as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street

parking and storage areas and site surface areas, and deteriorating alleys, street pavement, curbs, gutters, sidewalks and the Indiana Avenue viaduct. Thirteen of the seventeen buildings are characterized by deterioration.

5. Existence of Structures Below Minimum Code.

Existence of structures below minimum code standards is present to a major extent in one block and to a limited extent in one block. Structures below minimum code include all structures in deteriorating or dilapidated condition which are below the City's code standards for existing buildings.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in one block and to a limited extent in one block. Three buildings contain vacant floors and three buildings are entirely vacant.

7. Excessive Land Coverage.

Excessive land coverage as a factor is present to a major extent in one block of the area. Conditions contributing to this factor include parcels where buildings cover more than sixty percent of their respective sites, restricting provisions for off-street parking, loading and service. A total of twelve building sites are impacted by this factor.

8. Deleterious Land-Use or Layout.

Deleterious land-use or layout is present to a major extent in two of the three blocks of the improved area. Conditions contributing to this factor include parcels of limited size. Twenty-six of the parcels within the Redevelopment Project Area exhibit this factor.

9. Depreciation of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent throughout the improved area. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas and site improvements including streets, alleys, walks, curbs, gutters and one viaduct.

10. Lack of Community Planning.

Lack of community planning is present to a major extent throughout the improved area. Conditions contributing to this factor include incompatible land-use relationships, parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, and the lack of reasonable development controls for building setbacks, off-street parking and loading.

Vacant Area Factors.

The vacant land area is located east of Indiana Avenue from 11th Place to approximately 16th Street and west of the railroad property used for the Illinois Central METRA commuter service. This vacant area consists of unused railyards, rail tracks or railroad rights-of-way. It is the former location of active rail lines and numerous railroad-related uses, including an office building, passenger terminal, train sheds, round houses, machine shops, baggage room, power house and miscellaneous support buildings. All of the buildings and tracks have been abandoned and the buildings demolished.

The analysis above is based upon data assembled by representatives of the City and surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc. The surveys and analyses conducted include:

1. Exterior survey of the condition and use of each building;
2. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. Analysis of existing uses and their relationships;
4. Comparison of current land use to current zoning ordinance and the current zoning map;
5. Comparison of surveyed buildings to property maintenance and other codes of the City;
6. Analysis of original and current platting and building size and layout;
7. Analysis of building floor area and site coverage; and

8. Review of previously prepared plans, studies and data.

5.

*Central Station Area Tax Increment Financing
Redevelopment Project.*

This section presents the overall program to be undertaken by the City of Chicago or by private developers acting under redevelopment agreements with the City. It includes a description of redevelopment plan and project objectives, a description of redevelopment activities, a general land-use plan, estimated redevelopment project costs, a description of sources of funds to pay redevelopment project costs, a description of obligations that may be issued, identification of the most recent equalized assessed valuation of properties in the Redevelopment Project Area, and an estimate of anticipated equalized assessed valuation.

In the event the City determines that implementation of certain activities or improvements is not feasible, the City may reduce the scope of the overall program and Redevelopment Project.

Redevelopment Objectives:

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a blighted area. Section 4 of this Redevelopment Plan *Blighted Area Conditions Existing in the Redevelopment Project Area*, describes existing blighting conditions.
- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.
- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.
- Create an environment which stimulates private investment in new construction, expansion, and rehabilitation.

- Achieve development which is integrated both functionally and aesthetically with nearby existing development, and which contains a complementary mix of uses.
- Encourage a high-quality appearance of buildings, rights-of-way, and open spaces, and encourage high standards of design.
- Provide sites for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.
- Provide needed incentives to encourage a broad range of improvements in both rehabilitation and new development efforts.
- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.
- Implement and achieve the Redevelopment Project Area Goals and Policies as set forth in Section 3 of this Redevelopment Plan.

Redevelopment Plan And Project Activities.

The City proposes to achieve its redevelopment goals, policies and objectives for the Redevelopment Project through public financing techniques including tax increment financing and by undertaking some or all of the following actions:

1. Property Acquisition, Site Preparation, Demolition and Relocation.

Property acquisition and land assembly by the private sector for redevelopment in accordance with this Redevelopment Plan will be encouraged. To achieve the renewal of the Redevelopment Project Area, property identified in *Development Program*, Figure 3, attached hereto and made a part hereof, may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or recreational facilities. The City may determine that to meet the goals, policies or objectives of this Redevelopment Plan property may be acquired where: a) the current use of the property is not permitted under this Redevelopment Plan; b) the exclusion of

the property from acquisition would have a detrimental effect on the disposition and development of adjacent and nearby property; or c) the owner or owners are unwilling or unable to conform the property to the land-use and development objectives of this Redevelopment Plan. Further, the City may require written redevelopment agreements with developers before acquiring any properties.

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized. Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials to create suitable sites for new development and to provide for storm drainage.

Active businesses and other occupants that are displaced by the public acquisition of property will be relocated and may be provided with assistance payments and advisory services.

As an incidental but necessary part of the redevelopment process, the City may devote property which it has acquired to temporary uses until such property is scheduled for disposition and redevelopment.

Acquisition activities include acquisition of property (1) to accommodate the realignment of Lake Shore Drive and to make improvements to other thoroughfares, (2) to permit the more efficient construction of infrastructure over the METRA tracks, (3) to provide a site for a district heating/cooling plant, if appropriate, and (4) to provide for additional property acquisition in support of private development proposals. Further, demolition of structures (including railroad structures) and protection/relocation of existing utilities and freight tunnels is contemplated. Relocation services in conjunction with property acquisition will be provided in accordance with City policy.

2. Provision Of Public Improvements.

Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to the following:

a. Roadways And Related Improvements.

A range of individual roadway improvement projects from repair and resurfacing through construction of new roads on structures in air rights will be undertaken. Public sewers, water lines, and City electrical service for lighting and signals are to be upgraded or installed new in each improved roadway segment as needed. The complexities and constraints associated with roadway construction in air rights over an operating railroad have been taken into account in estimating costs. The principal roadways affected are Columbus Drive, Roosevelt Road, Indiana Avenue, 13th Street, 14th Street, 15th Street, as well as segments of other streets. Virtually all of these improvements are anticipated in the *Central Station Guidelines*.

b. Special Utility Improvement.

Construction of a substantial storm sewer is planned for a 16th Street alignment to extend from Lake Shore Drive west through the Redevelopment Project Area to the Chicago River. This sewer will provide relief to the combined sewer system serving the area, reduce or eliminate flooding in the area, and will have capacity to drain storm water on Lake Shore Drive in the vicinity of the Redevelopment Project Area.

c. Parks And Open Space.

Construction of both parks and open spaces will be undertaken. McFetridge Park at 14th/Indiana, and a portion of the addition to Grant Park on the north side of Roosevelt Road will be built. These improvements are anticipated in the *Central Station Guidelines*.

3. Job Training And Related Educational Programs.

Separate or combined programs designed to increase the skills of the labor force to take advantage of the employment opportunities within the Redevelopment Project Area will be implemented. This will be particularly important in conjunction with development of international trade operations and related services.

4. Analysis, Administration, Studies, Surveys, Legal, et al.

Activities include the long-term management of the T.I.F. Program as well as the costs of establishing the Program and designing its components.

5. Redevelopment Agreements.

Land assemblage which may be by purchase, exchange, donation, lease, or eminent domain shall be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in this Redevelopment Plan.

General Land-Use Plan.

The *Land-Use Plan*, Figure 4, attached hereto and made a part hereof, identifies land-uses and public rights-of-way to be in effect upon adoption of this Redevelopment Plan. The major land-use categories included within the Redevelopment Project Area are Commercial/Residential Mixed Use Development and public.

All major thoroughfares and street rights-of-way are shown on the *Land-Use Plan* map. Their locations are subject to modification.

The Land-Use Plan as designated in Figure 4 provides a guide for future land-use improvements and developments within the Redevelopment Project Area. It illustrates land uses most appropriate for specific subareas.

Estimated Redevelopment Project Costs.

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to staff and

professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected;

2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;
4. Costs of the construction of public works or improvements;
5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;
8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law;
9. Payment in lieu of taxes as defined in the Act;
10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be

undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;

11. Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act.
 - b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 - d. the total of such interest payments incurred pursuant to this Act may not exceed 30% of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to this Act or such greater amount as may be hereinafter authorized by law, including by P.A. 86-1398.

A range of activities and improvements will be required to implement the tax increment redevelopment project. The necessary improvements and their costs are shown in Table 1, *Estimated Redevelopment Project Costs*. To the extent that the City has incurred costs or municipal obligations have been issued to pay for such redevelopment project costs in anticipation of the adoption of tax increment financing, the City shall be reimbursed from real estate tax increment revenues for such redevelopment costs. The total redevelopment project costs are intended to provide an upper limit on expenditures. Within this limit, adjustments may be made in line items, including provision for capitalized interest and other cost of financing associated with the issuance of obligations, without amendment of this

Redevelopment Plan. Additional funding in the form of state and federal grants, and private developer contributions will be pursued by the City as means of financing improvements and facilities which are of a general community benefit.

Table 1

Central Station Redevelopment Program Estimated
Redevelopment Project Costs.

(in 1,000's)

Program Action/Improvement:

Property Acquisition, Site Preparation, Demolition, Relocation	\$3,300.00
Roadways and Related Improvements	27,600.00
Special Utility Improvement	6,500.00
Parks and Open Space	1,800.00
Job Training and Related Educational Programs	500.00
Analysis, Administration, Studies, Surveys, Legal, et al.	<u>300.00</u>
Gross Project Cost:	\$40,000.00

Sources of Funds to Pay Redevelopment Project Costs.

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current E.A.V. of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial E.A.V. of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

Issuance of Obligations.

The City may issue obligations secured by the tax increment special tax allocation fund pursuant to Section 11-74.4-7 of the Act.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2013. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory sinking fund redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, may be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation of Properties in the Redevelopment Project Area.

Table 2 lists the most recent 1989 equalized assessed valuations of properties in the Redevelopment Project Area. The total estimated

equalized assessed valuation for the Redevelopment Project Area is \$5,993,641.

Anticipated Equalized Assessed Valuation.

By the year 2005, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at approximately \$530,000,000. This estimate is based on several key assumptions, including: 1) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; 2) the market value of the recommended commercial developments will increase following completion of the redevelopment activities described in the Redevelopment Plan; and 3) the most recent proposed State Multiplier of 1.9133 as applied to 1989 assessed values will remain unchanged.

Table 2

Summary Of 1989 Equalized Assessed Valuations.

Real Estate Block Numbers	Equalized Assessed Value
17-15-112	\$397,396
17-15-310	0
17-15-501	0
17-22-102	1,328,699
17-22-105	1,959,441
17-22-109	53,031
17-22-110	2,680,667
17-22-303	17,271
17-22-304	1,698,247
17-22-501	9,829

Real Estate Block Numbers	Equalized Assessed Value
17-22-502	0
17-27-501	0
Total:	\$8,144,581

These figures are subject to final verification. Initial E.A.V. is estimated to be \$8,144,581. After verification, the correct figures shall be certified to by the County Clerk of Cook County, Illinois.

6.

*Conformity Of The Redevelopment Plan To The Comprehensive
Plan For Development Of The City Of Chicago As A Whole.*

The Redevelopment Plan and the Redevelopment Project conform to the comprehensive plan for development of the City of Chicago as a whole. Further, the Redevelopment Plan and Redevelopment Project are consistent with, and are established pursuant to implementation of, general municipal development objectives and policies contained in development plans previously adopted and/or considered by the City of Chicago, including, among others, the following:

1. "An Ordinance For the Establishment of Harbor District Number Three; the Construction by the Illinois Central Railroad Company of a New Passenger Station; Electrification of Certain of the Lines of the Illinois Central and Michigan Central Railroad Companies Within the City; and the Development of the Lake Front" passed by the City Council of the City of Chicago in 1919, as amended;
2. The Comprehensive Plan of Chicago of 1966;
3. The Guidelines for Development: I.C. Air Rights -- 11th Place to 31st Street of 1972;

4. The Lakefront Plan of Chicago of 1973;
5. The Lake Michigan and Chicago Lakefront Protection Ordinance of 1973;
6. Chicago 21: A Plan for the Central Area Committees of 1973;
7. Chicago Central Area Plan of 1983;
8. The Near South Development Plan of 1986;
9. The Central Station Guidelines; and
10. The Central Station Plan of Development.

7.

Phasing And Scheduling Of Redevelopment Project.

A phased implementation strategy will be utilized to achieve a timely and orderly redevelopment of the project area.

It is anticipated that City expenditures for redevelopment project cost will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers.

8.

Provisions For Amending This Redevelopment.

This Central Station Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Act.

9.

Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to the Central Station Tax Increment Redevelopment Plan and Project.

- A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment, working conditions, termination, et cetera, without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
- B. This commitment to affirmative action will ensure that all members of the protected groups, are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Plan and Project, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

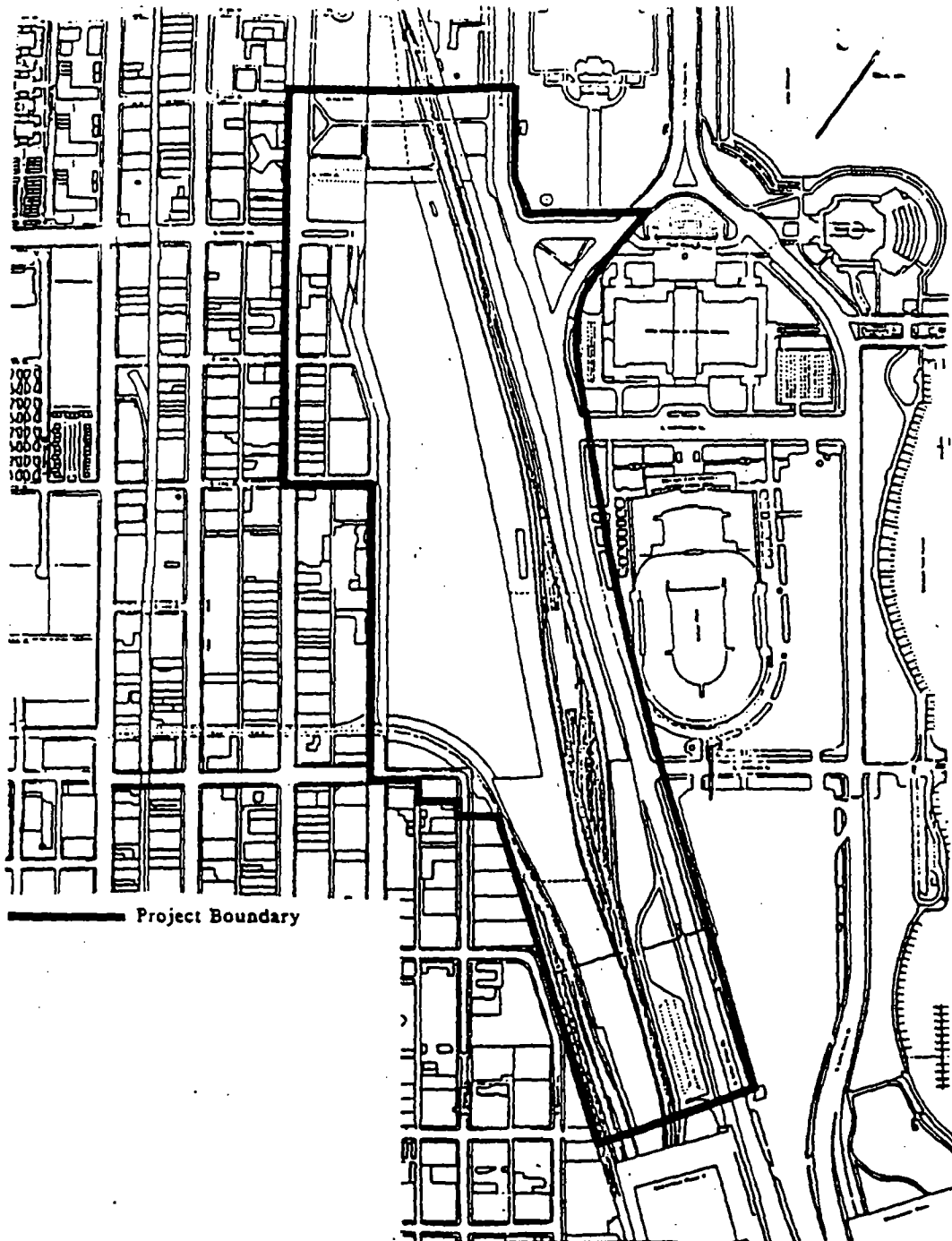
[Figures 1 through 4 attached to Exhibit "D" printed
on pages 26038 through 26042 of this
Journal.]

ADOPTION OF TAX INCREMENT FINANCING FOR
CENTRAL STATION AREA REDEVELOPMENT
PROJECT.

The Committee on Finance submitted the following report:

(Continued on page 26043)

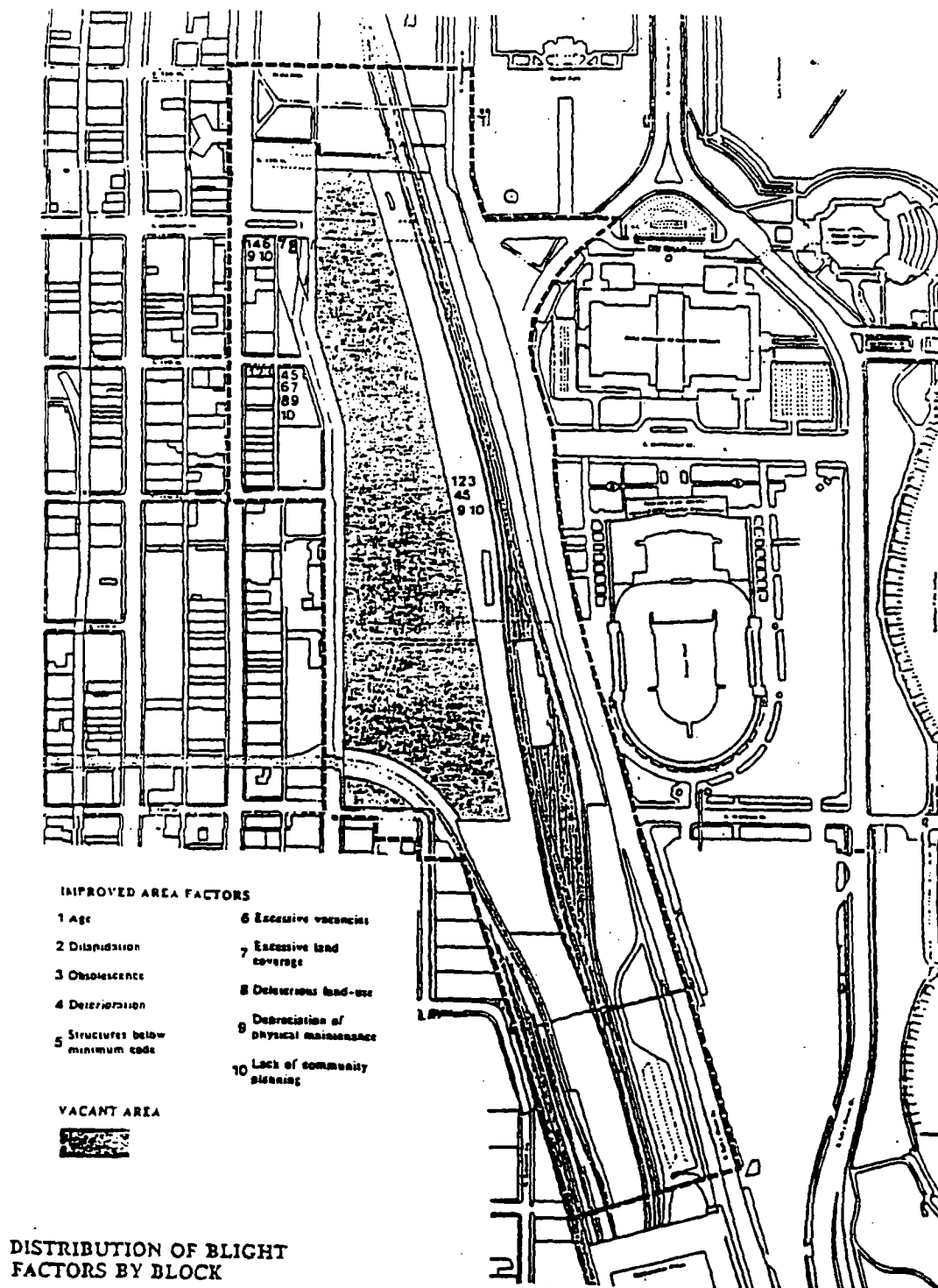
FIGURE 1 TO EXHIBIT D.



PROJECT BOUNDARY MAP

CENTRAL STATION TAX INCREMENT
REDEVELOPMENT PROJECT

FIGURE 2 TO EXHIBIT D.



CENTRAL STATION AREA TAX INCREMENT
REDEVELOPMENT PROJECT

FIGURE 3 TO EXHIBIT D.

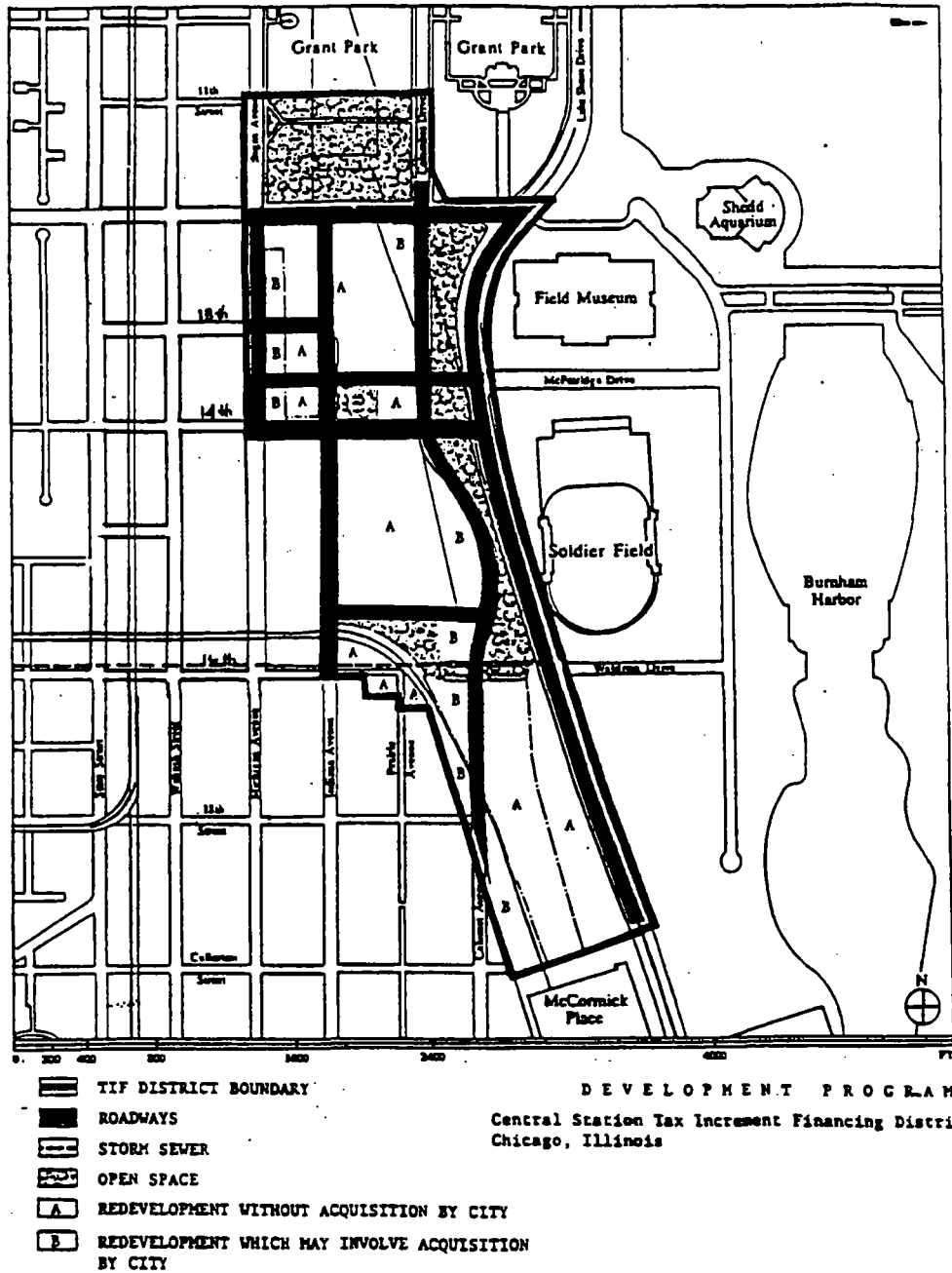
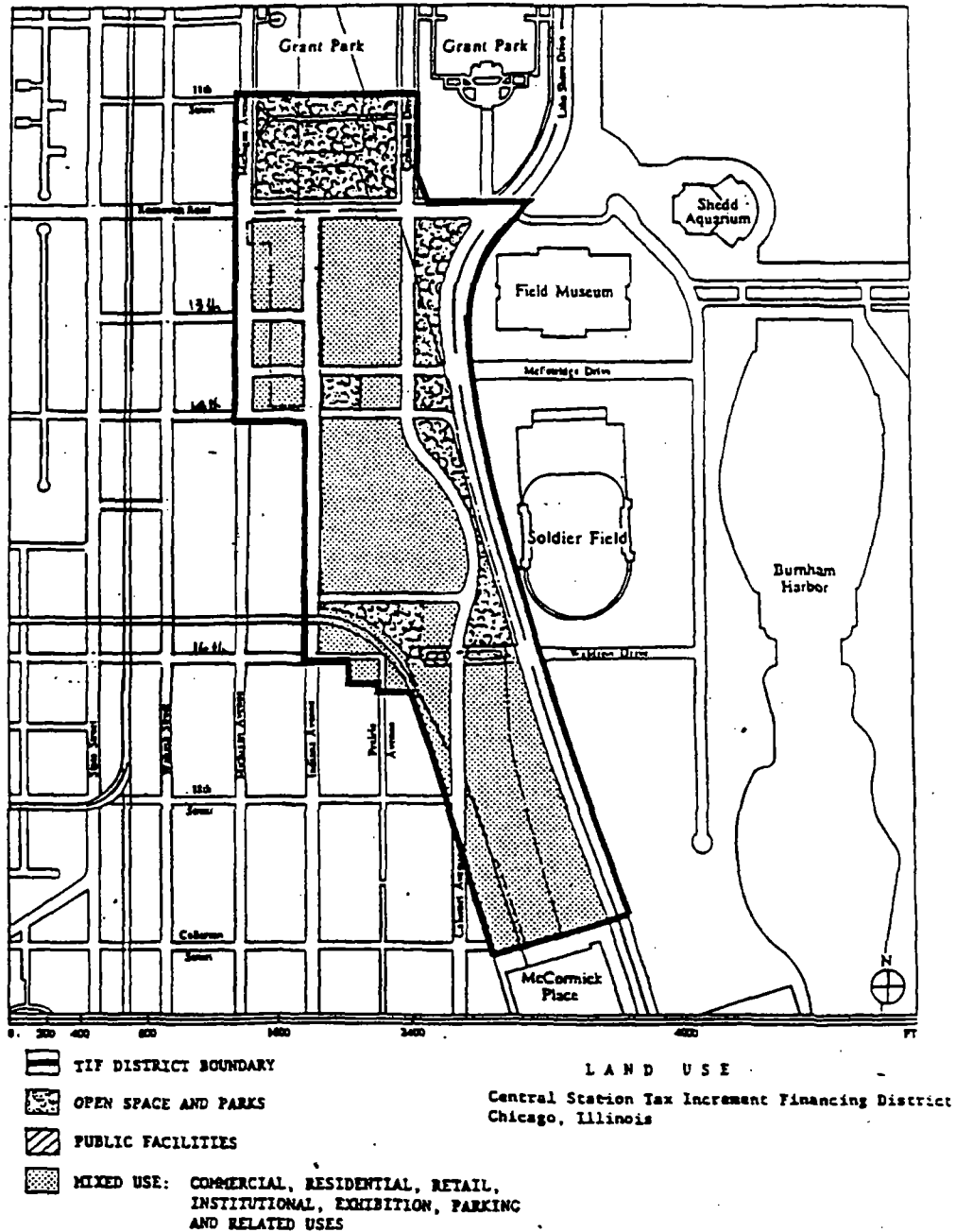


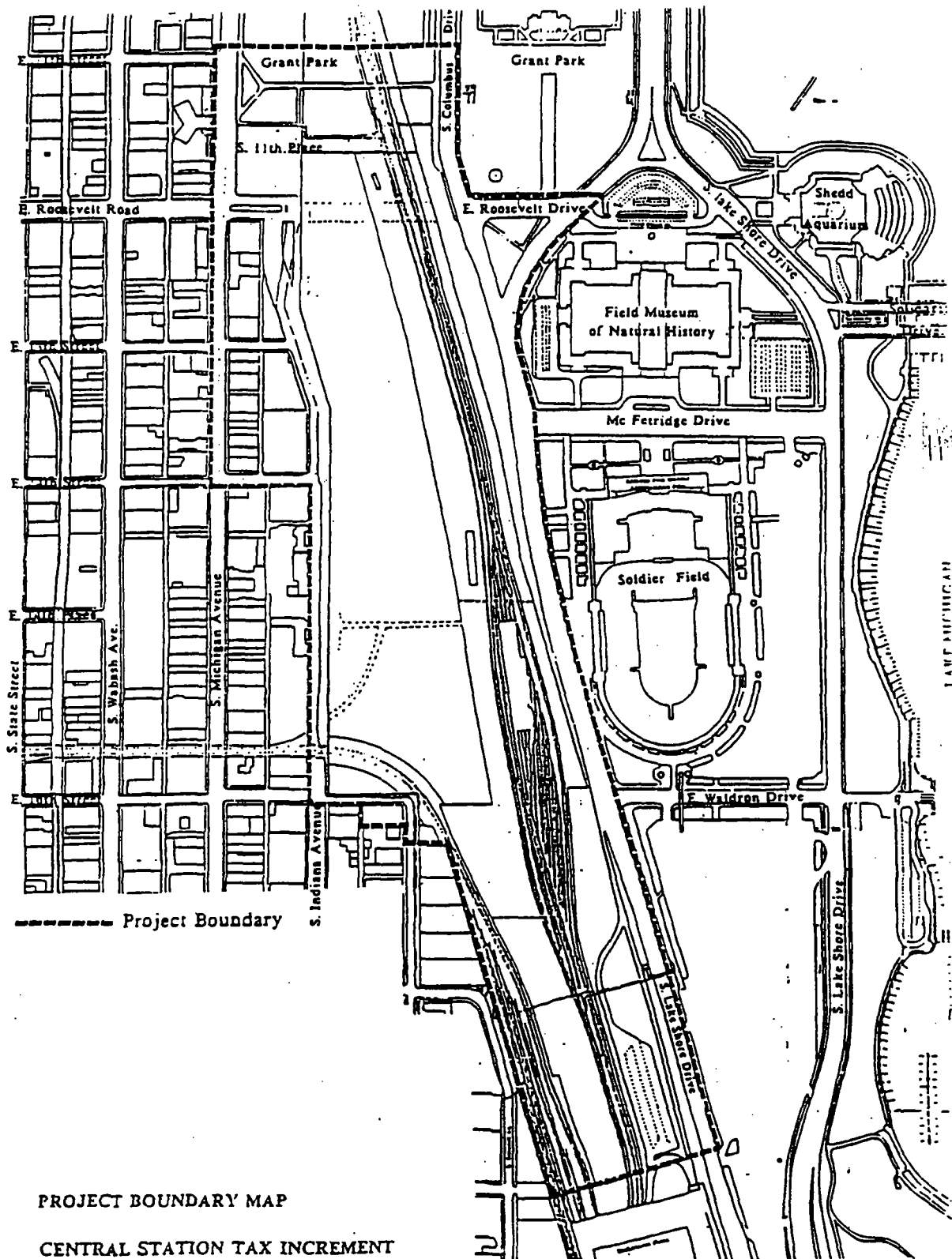
FIGURE 4 TO EXHIBIT D.



LAND-USE PLAN

CENTRAL STATION AREA TAX INCREMENT
REDEVELOPMENT PROJECT

EXHIBIT C.



PROJECT BOUNDARY MAP

CENTRAL STATION TAX INCREMENT
REDEVELOPMENT PROJECT

(Continued from page 25037)

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to adopt tax increment financing for the Central Station Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and for the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to adopt tax increment allocation financing pursuant to the Tax Increment Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, The Municipality has heretofore adopted a redevelopment plan and project (the "Plan" and "Project") as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (the "Area") as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in Plan and Project with the Area as described in Exhibit A attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference.

SECTION 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect to the Project have been paid shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "1990 Central Station Tax Increment Redevelopment Area Special Tax Allocation Fund" of the Municipality and such taxes be used for the purpose of paying Project costs and obligations incurred in the payment of such Project costs.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict with this Ordinance be, and the same hereby are, repealed to the extent of such conflict and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

[Exhibit "C" attached to this Ordinance printed on page
26048 of this Journal.]

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

Exhibit "A".

Redevelopment Project Area Description.

The boundaries of the Central Station Area Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

that part of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

those parts of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39

North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running;

thence east along the eastward extension of said north line of East 11th Street, to the easterly right-of-way line of South Columbus Drive;

thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road;

thence east along said eastward extension of Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive;

thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure;

thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad;

thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid;

thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue;

thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid;

thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20-foot wide alley;

thence north along said east line of the 20-foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street;

thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue;

thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street;

thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; and

thence north along said west line of South Michigan Avenue, a distance of 1,955.0 feet, more or less, to the point of beginning, in Cook County, Illinois.

[Figure 1 attached to this Exhibit "A" printed
on page 26049 of this Journal.]

Exhibit "B".

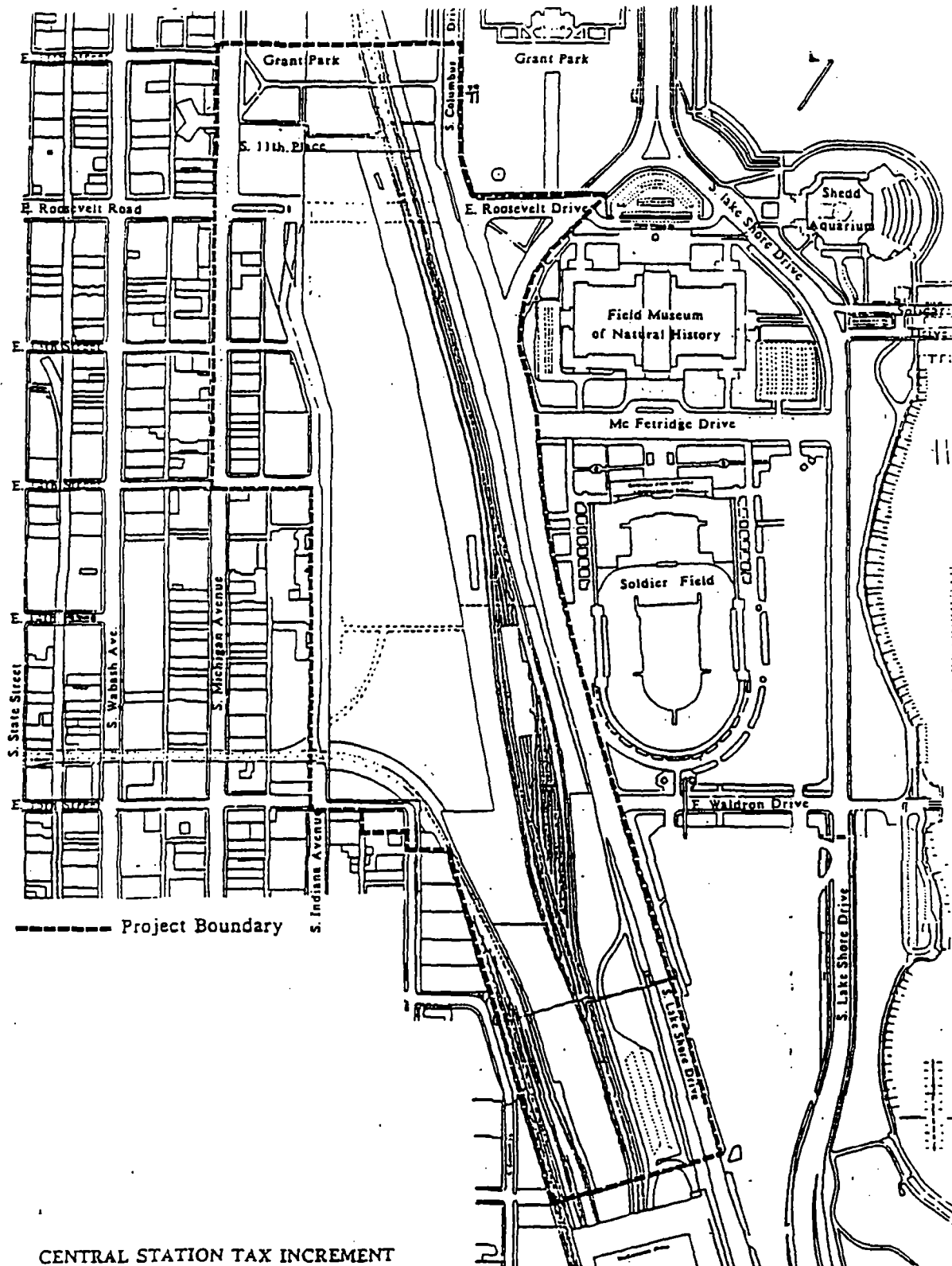
The Central Station Redevelopment Project Area is generally bounded by 11th Place on the north, Lake Shore Drive on the east, 16th Street and the extension of Cullerton Street on the south, and Michigan and Indiana Avenues on the west.

AUTHORIZATION FOR SUBMISSION OF GRANT APPLICATION
TO ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
TRAFFIC ENGINEERING TRAINING PROGRAM.

The Committee on Finance submitted the following report:

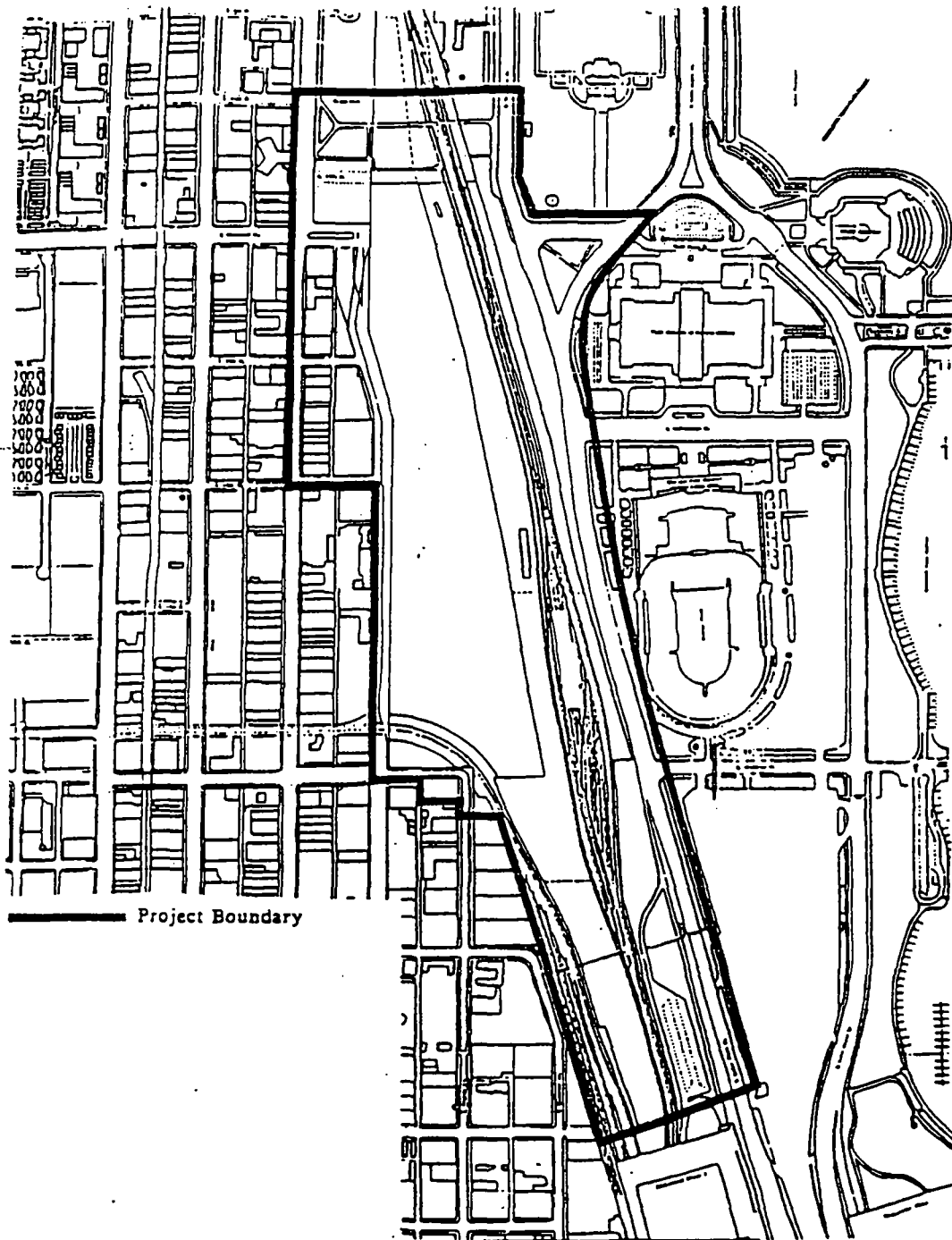
(Continued on page 26050)

EXHIBIT C
PROJECT BOUNDARY MAP



CENTRAL STATION TAX INCREMENT
REDEVELOPMENT PROJECT

FIGURE 1
PROJECT BOUNDARY MAP



CENTRAL STATION TAX INCREMENT
REDEVELOPMENT PROJECT

(Continued from page 26047)

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to submit a grant application to the Illinois Department of Transportation for a traffic engineering training program in the amount of \$9,550, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The United States Department of Transportation under the Federal-Aid Highway Act of 1970 ("D.O.T.") by and through the Division of Traffic Safety of the Illinois Department of Transportation ("I.D.O.T."),

makes grants available to cities to focus on the development of programs which will improve traffic safety; and

WHEREAS, To improve and promote the safe and efficient movement of vehicular traffic and the management of related traffic safety programming for the reduction of traffic accidents which will increase the safety of the citizens in the City of Chicago (the "City") the Department of Public Works (the "Department"), Bureau of Traffic Engineering and Operations proposes to provide traffic engineering training for field service specialists which will focus on traffic engineering concepts and construction site traffic control essential for safe and efficient traffic operations (the "Project"); and

WHEREAS, To support the establishment of the Project, City is requesting grant assistance in an amount not to exceed \$30,683 of which I.D.O.T. will provide \$9,550; and

WHEREAS, The City will provide a local cash match in an amount not to exceed \$21,133 in the form of Department personnel and existing budgeted items (the "Matching Share") for a total Project budget of \$30,683; and

WHEREAS, The Project will comply with the Civil Rights Act of 1964, and the Hatch Act; now, therefore,

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

SECTION 1. The above recitals, including the legislative findings, are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Mayor or the Commissioner of the Department (the "Commissioner") is authorized to execute and file a grant application with I.D.O.T. for funds in an amount not to exceed \$9,550 (the "Grant").

SECTION 3. The Mayor or the Commissioner is further authorized to act in connection with such application, to sign and submit such assurances and certifications as are necessary in connection therewith, and to provide such additional information as may be necessary, including without limitation, any representations required by I.D.O.T.

SECTION 4. The Commissioner is authorized to execute award agreements for the Grant and to furnish such additional information and to sign and submit such assurances or other documents, including without limitation, technical amendments that do not increase the total budget for the Project, as may be required in connection with award agreements for the Grant.

SECTION 5. The Mayor or the Commissioner is authorized to execute and file such application or any other document required by D.O.T.

effectuating the purpose of Title VI of the Civil Rights Act of 1964 and the Hatch Act.

SECTION 6. All Grant funds, as may be awarded as a result of such application, are hereby appropriated and authorized to, and shall be, expended for the Project.

SECTION 7. The Comptroller is authorized to disburse Grant funds in accordance with the Project.

SECTION 8. The Commissioner is authorized to carry out the Project in accordance with federal, state and local requirements.

SECTION 9. The Mayor, the Commissioner, the Comptroller and the Purchasing Agent, as the case may be, are authorized to execute, and the City Clerk to attest, subject to the review of the Corporation Counsel, agreements and amendments thereto pertaining to the Project, all in accordance with applicable federal, state and local requirements.

SECTION 10. This ordinance shall be in full force and effect from and after its passage.

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS, WAIVER OF FEES AND
REFUND OF FEE FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (October 3, November 7 and 14, 1990) sundry proposed ordinances and an order transmitted therewith to authorize the issuance of free permits, license fee exemption, waiver of fees and refund of fee for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said ordinances and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Gateway Foundation.

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

SECTION 1. That the Commissioner of Buildings, 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 Gateway Foundation, for construction purposes on the premises known as 1706 North Kedzie Avenue.

Said building shall be used exclusively for drug rehabilitation 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 and publication.

*Illinois Institute Of Technology
Research Institute.*

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

SECTION 1. That the Commissioner of Buildings, 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 Illinois Institute of Technology Research Institute, for alterations to the research facility on the premises located at 3350 South Federal Street.

Said building shall be used exclusively for educational and related purposes and shall be leased or otherwise used for profit and the work thereon shall be done in accordance with plans submitted.

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

Oakdale Covenant Church.

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

SECTION 1. That the Commissioner of Buildings, 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 Oakdale Covenant Church, for electrical work on the premises known as 1059 West 94th Street.

Said building shall be used exclusively for religious 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 and publication.

LICENSE FEE EXEMPTION.

Self Help Home For The Aged, Inc.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Self Help Home For The Aged, Inc., 908 West Argyle Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

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

WAIVER OF FEES.

South Shore Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to waive the 1991 fuel oil storage license fee, charged to South Shore Hospital, 8012 South Crandon Avenue.

South Shore Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to waive the 1991 hardware license fee, charged to South Shore Hospital, 8012 South Crandon Avenue.

REFUND OF FEE.

West Town Emergency Shelter Team, Incorporated.

Ordered, That the City Comptroller is hereby authorized and directed to reimburse West Town Emergency Shelter Team, Incorporated, 1866 North Milwaukee Avenue, in the amount of \$908.00 for permit fees.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the 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 No. And Type Of Inspection	Amount
Augustana Center/Lutheran Social Services of Illinois 7464 North Sheridan Road	F4-012350 (Mech. Vent.)	\$57.00
Bethany Methodist Home 5015 North Paulina Street	D1-010671 (Sign)	22.00
Center for the Rehabilitation and Training of Persons with Disabilities 2032 North Clybourn Avenue	B1-010649 (Bldg.)	31.00
	B1-010651 (Bldg.)	47.00
	B1-012215 (Bldg.)	63.00
Chicago Boys and Girls Club 625 West Jackson Boulevard	P1-005723 (Fuel Burn. Equip.)	39.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Chicago Latin School 1529 North Dearborn Street	F4-006470 (Mech. Vent.)	\$210.00
Copernicus Foundation 5216 West Lawrence Avenue	A1-004903 (Elev.)	41.00
	B3-901076 (Bldg.)	34.00
	B3-901089 (Bldg.)	34.00
Grant Hospital of Chicago (various locations)	B1-913798 (Bldg.)	80.50
	F5-000866 (Ramp)	100.00
Illinois Institute of Technology 77 South Wacker Drive	P1-503503 (Fuel Burn. Equip.)	353.00
Incarnation Lutheran Church 1345 North Karlov Avenue	P1-805004 (Fuel Burn. Equip.)	29.00
Institute for Latino Progress 2570 South Blue Island Avenue	D1-925667 (Sign)	71.00
	D1-925668 (Sign)	25.00
	R1-901937 (Drwy.)	68.00
Japanese American Service Committee 4427 North Clark Street	F4-016482 (Mech. Vent.)	42.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Jewish Federation of Metropolitan Chicago One South Franklin Street	B1-919792 (Bldg.)	\$111.00
Kiwanis Chicago Boys Club 835 West Diversey Parkway	B1-014024 (Bldg.)	31.00
Little Sisters of the Poor 2325 North Lakewood Avenue	C2-001790 (Refrig.)	1,727.00
Resurrection Health Care Corporation 7262 West Peterson Avenue	B1-010957 (Bldg.)	95.00
	B1-010958 (Bldg.)	95.00
	B1-010959 (Bldg.)	79.00
	P1-902328 (Fuel Burn. Equip.)	493.00
	P1-902457 (Fuel Burn. Equip.)	761.00
Saint Mary of Nazareth Hospital Center 2716 North Central Avenue	D1-006176 (Sign)	61.50
Self Help Home for the Aged 908 West Argyle Street	F4-016734 (Mech. Vent.)	111.00
South Chicago Parents and Friends of Retarded Children 10546 South Buffalo Avenue	F4-920863 (Mech. Vent.)	42.00

INSTALLATION OF ALLEY/STREET LIGHTS
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) proposed orders concerning the installation of alley/street lights at specified locations:

Alderman Soliz	(Alley Light -- 2647 West 22nd Place); and
Alderman E. Smith	(Street Light -- 5101 West Lexington Street),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

2647 West 22nd Place.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 2647 West 22nd Place.

5101 West Lexington Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to cause the installation of a street light pole which was struck down at 5101 West Lexington Street.

**REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY HYDE PARK COMMUNITY
HOSPITAL.**

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance concerning the reduction in license fees for the employment of special policemen by the Hyde Park Community Hospital, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of the City of Chicago, the following charitable institution employs 20 special police and shall pay an annual fee of \$10.00 per license for the year 1991:

Hyde Park Community Hospital
5800 South Stony Island Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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 the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending 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 26065 through
26070 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion 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 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 orders printed on page 26071
of this Journal.]

SUBMISSION OF ADVISORY REFERENDUM ON APRIL 2, 1991
MUNICIPAL GENERAL ELECTION BALLOT TO
CONSIDER REDUCTION AND REALLOCATION
OF FEDERAL MILITARY FUNDS.

The Committee on Finance submitted the following report:

(Continued on page 26072)

11/28/90

REPORTS OF COMMITTEES

26065

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBORN	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	7/20/88	50.00
ALLEN	POLICE OFFICER	RECRUIT TRAINING	4/20/90	17.00
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/89	155.00
ARROYO	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/27/88	252.00
BAIO	POLICE OFFICER	SIXTH DISTRICT	1/05/90	69.30
BEASLEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/29/90	17.00
BEDIA	POLICE OFFICER	FOURTEENTH DISTRICT	4/01/90	15.00
BONE	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	6/27/90	4675.60
BOOKER	POLICE OFFICER	FIFTEENTH DISTRICT	6/26/89	186.00
BRITT JR	POLICE OFFICER	INTERSECTION CONTROL UNIT	1/15/90	125.00
BRODERDORF	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/13/90	119.00
BROBI	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86	648.50
BROWNBRIDGE	POLICE OFFICER	SECOND DISTRICT	4/04/90	58.00
BYRNE	POLICE OFFICER	FOURTH DISTRICT	12/27/89	90.00
CAMPBELL	POLICE OFFICER	NINTH DISTRICT	4/09/90	302.90
CARDUCCI	POLICE OFFICER	FIFTEENTH DISTRICT	4/22/90	882.00
CARRASCA	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/25/90	216.70
CASSELLANDOS	POLICE OFFICER	RECRUIT TRAINING	4/17/90	124.00
CASSTO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/10/90	375.00
CEJA	POLICE OFFICER	NINTH DISTRICT	6/24/89	1702.00
CHANA	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	62.10
CLARKE	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/01/90	78.00
COLLINS	POLICE OFFICER	ELEVENTH DISTRICT	4/02/90	172.36
COTTON	POLICE OFFICER	SECOND DISTRICT	4/05/90	2206.25
DALEY	POLICE OFFICER	FOURTEENTH DISTRICT	4/07/90	260.00
DANIELS	POLICE OFFICER	FOURTH DISTRICT	1/24/90	817.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	4/11/90	1582.00
DICKERSON	POLICE OFFICER	SIXTH DISTRICT	3/03/90	90.50
DOHERTY	POLICE OFFICER	SEVENTH DISTRICT	4/07/90	100.00
DOUGLAS	POLICE OFFICER	FIFTEENTH DISTRICT	4/14/90	445.00
DURK	POLICE OFFICER	TRAINING DIVISION	3/30/90	293.00
EDWARDS	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/90	364.50
FARRIS	POLICE OFFICER	RECRUIT TRAINING	4/19/90	325.00
FELMON	POLICE OFFICER	THIRTEENTH DISTRICT	4/27/90	350.00
FEY	POLICE OFFICER	NINTH DISTRICT	4/23/90	163.00
FIGUEROA	POLICE OFFICER	SEVENTH DISTRICT	4/04/90	73.00
FITZPATRICK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/26/90	473.00
FITZPATRICK	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/05/90	126.50
FLIGELMAN	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	7/15/89	349.00
FLORES	POLICE OFFICER	AUTO THEFT SECTION	4/25/90	521.20
FORD	POLICE OFFICER	SECOND DISTRICT	4/08/90	203.40
FRANZEN	POLICE OFFICER	TWELFTH DISTRICT	10/23/89	90.00
FREDERICK	POLICE OFFICER	TENTH DISTRICT	9/24/89	461.00
FRITZ	POLICE OFFICER	FIRST DISTRICT	12/22/89	150.00
FRUGOLI	POLICE OFFICER	YOUTH DIVISION AREA FIVE	4/29/90	305.65
GASKI	POLICE OFFICER	SIXTEENTH DISTRICT	3/25/90	14.59
GEORGE	POLICE OFFICER	NINETEENTH DISTRICT	2/06/86	1945.00
GLEN	POLICE OFFICER	FIFTEENTH DISTRICT	2/07/90	2300.00
	POLICE OFFICER	RECRUIT TRAINING	2/05/90	60.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GREENE	POLICE OFFICER	SEVENTH DISTRICT	7/23/89	72.00
GRIFFIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/19/89	246.00
HARRIS	POLICE OFFICER	SIXTH DISTRICT	7/31/89	1425.00
HAYNES	POLICE OFFICER	EIGHTEENTH DISTRICT	6/24/90	473.00
HEIDT	POLICE OFFICER	SECOND DISTRICT	10/17/89	65.00
HOWARD	POLICE OFFICER	FOURTH DISTRICT	3/04/90	205.00
HOWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/05/89	40.00
INDUSKIS	POLICE OFFICER	THIRD DISTRICT	3/23/89	50.00
JACKSON	POLICE OFFICER	EIGHTEENTH DISTRICT	2/24/90	444.00
JANCEVICH	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/17/88	850.00
JOHANSON	POLICE OFFICER	SEVENTH DISTRICT	12/17/89	320.00
KAPUGI	POLICE OFFICER	TENTH DISTRICT	4/30/89	35.25
KARCZEWSKI	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	11/14/89	1123.00
KAWASAKI	POLICE OFFICER	ELEVENTH DISTRICT	5/04/90	1096.50
KINNALLY	POLICE OFFICER	FIFTEENTH DISTRICT	11/19/89	210.00
KISS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/89	60.00
KOPSKY	POLICE OFFICER	TWELFTH DISTRICT	1/05/90	1002.00
KUNZ	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/16/90	103.50
LAPPE	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88	1455.00
LASENBY	POLICE OFFICER	SEVENTH DISTRICT	4/25/90	367.00
LAW	POLICE OFFICER	FOURTH DISTRICT	4/25/90	5531.07
LEARN JR	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/01/89	163.00
LEE	POLICE OFFICER	FIRST DISTRICT	1/18/90	130.00
LEDORO	POLICE OFFICER	NINTH DISTRICT	9/10/89	331.00
LEWIS	POLICE OFFICER	ELEVENTH DISTRICT	9/05/89	577.00
LIGHTFOOT	POLICE OFFICER	TWENTIETH DISTRICT	6/17/90	308.00
LITTLE	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/89	250.00
LOTITO	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	2/01/90	168.00
LUCAS	POLICE OFFICER	FOURTEENTH DISTRICT	4/17/90	17.00
LYONS	POLICE OFFICER	TWELFTH DISTRICT	4/13/90	507.00
MACON	POLICE OFFICER	THIRD DISTRICT	4/14/90	208.00
MAGLAYA-GARCIA	POLICE OFFICER	TWENTIETH DISTRICT	8/03/89	40.00
MALOBLOCKI	POLICE OFFICER	FOURTH DISTRICT	12/27/89	90.00
MALUCHNIK	POLICE OFFICER	THIRTEENTH DISTRICT	4/27/90	133.00
MANCINI	POLICE OFFICER	SIXTEENTH DISTRICT	4/17/90	34.00
MARRON	POLICE OFFICER	UNKNOWN	6/18/79	35.00
MATHESON	POLICE OFFICER	TWENTIETH DISTRICT	5/29/90	21.00
MATHEY	POLICE OFFICER	NINTH DISTRICT	4/15/90	178.50
MCCAFFERTY	POLICE OFFICER	AUTO THEFT SECTION	5/22/89	561.00
MCCLELLAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/04/89	55.00
MCGUIRE	POLICE OFFICER	FOURTH DISTRICT	12/14/89	156.00
MCKNIGHT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/30/90	736.05
MCLAIN	POLICE OFFICER	SECOND DISTRICT	2/25/90	75.00
MCNEAL	POLICE OFFICER	THIRTEENTH DISTRICT	6/23/89	45.00
MCSWAIN	POLICE OFFICER	SECOND DISTRICT	2/25/90	75.00
MERCADO	POLICE OFFICER	SEVENTH DISTRICT	4/14/90	399.50
MERTZ	POLICE OFFICER	TENTH DISTRICT	4/15/90	94.50
MEYER	POLICE OFFICER	SEVENTH DISTRICT	8/27/89	55.00
	POLICE OFFICER	TENTH DISTRICT	4/24/90	675.00

11/28/90

REPORTS OF COMMITTEES

26067

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
4ILLER	POLICE OFFICER	EIGHTEENTH DISTRICT	4/13/90	1128.35
4ILZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/30/90	795.75
MITCHELL	POLICE OFFICER	FIFTH DISTRICT	4/24/90	524.00
MORALES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/23/89	75.00
MULLER	POLICE OFFICER	FIFTEENTH DISTRICT	4/14/90	532.00
MULLIGAN	POLICE OFFICER	SEVENTH DISTRICT	4/07/90	302.10
NAUGHTON	POLICE OFFICER	FIRST DISTRICT	5/14/89	60.00
NG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/23/90	100.57
NG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/10/90	363.10
NICK	POLICE OFFICER	FOURTEENTH DISTRICT	5/02/90	206.50
NOWAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	57.00
OBRIEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/29/90	4785.45
OBRIEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/06/89	113.60
ODONNELL	POLICE OFFICER	UNKNOWN	4/05/90	138.35
OFFETT	POLICE OFFICER	NINTH DISTRICT	4/19/90	174.40
OLIVER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/06/89	2756.69
ORICK	POLICE OFFICER	TWELFTH DISTRICT	4/13/90	370.00
ORTIZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/07/90	489.00
OSHEA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/89	300.00
PALASZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/90	1088.00
PARELLO	POLICE OFFICER	THIRD DISTRICT	2/02/89	60.00
PARTISI	POLICE OFFICER	TWELFTH DISTRICT	1/09/90	244.40
PARKER	POLICE OFFICER	THIRTEENTH DISTRICT	4/05/90	349.20
PENA	POLICE OFFICER	FIFTEENTH DISTRICT	4/09/90	36.00
PENN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/19/90	236.00
PERKINS	POLICE OFFICER	SIXTEENTH DISTRICT	4/15/90	17.00
PFALLER	POLICE OFFICER	ELEVENTH DISTRICT	4/05/90	80.00
PIENTA	POLICE OFFICER	FOURTH DISTRICT	4/05/90	255.00
POSTLOVICH	POLICE OFFICER	FOURTH DISTRICT	4/12/90	680.00
PYTELL	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	4/24/90	150.49
QUINN	POLICE OFFICER	NINTH DISTRICT	4/08/90	145.90
RESCHKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/05/90	382.15
RESENDEZ	POLICE OFFICER	THIRTEENTH DISTRICT	8/24/88	159.00
RIECK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/09/90	552.19
RIMORIN	POLICE OFFICER	TRAINING DIVISION	4/24/90	300.00
RIVERA	POLICE OFFICER	SEVENTEENTH DISTRICT	7/29/89	630.00
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	4/24/89	21.00
ROBERTS	POLICE OFFICER	SIXTEENTH DISTRICT	2/05/90	65.00
ROBINSON	POLICE OFFICER	RECRUIT TRAINING	4/19/90	315.00
RODRIGUEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/18/90	371.50
RODRIGUEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/04/89	95.00
ROSE-ELLINGER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/23/90	85.00
ROSSI	POLICE OFFICER	NINTH DISTRICT	9/10/89	35.00
ROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/20/88	5469.00
RUIZ	POLICE OFFICER	SIXTEENTH DISTRICT	4/18/90	18.00
RUIZ	POLICE OFFICER	TWELFTH DISTRICT	2/08/90	80.00
RUNYAN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	253.65
RUSH	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/16/90	163.00
RUSSELL	POLICE OFFICER	RECRUIT TRAINING	4/02/90	175.90

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RYAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/01/90	439.50
RYAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/01/90	150.00
SAKO	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/90	400.50
SALUSTRO	POLICE OFFICER	NINETEENTH DISTRICT	11/17/89	50.00
BANCHEZ	POLICE OFFICER	FIFTH DISTRICT	4/28/90	54.00
BANDERS	POLICE OFFICER	TWELFTH DISTRICT	3/21/90	55.00
BARTORI	POLICE OFFICER	SIXTH DISTRICT	3/15/90	3125.15
SCALETITA	POLICE OFFICER	TWENTIETH DISTRICT	4/18/90	318.00
SEVERINO	POLICE OFFICER	EIGHTEENTH DISTRICT	4/19/90	170.00
SHEEHAN	POLICE OFFICER	FOURTEENTH DISTRICT	3/12/90	55.00
SIMMONS	POLICE OFFICER	TENTH DISTRICT	2/13/90	1086.04
SITASZ	POLICE OFFICER	SECOND DISTRICT	5/25/90	100.00
SKWARSKI-ROWAN	POLICE OFFICER	YOUTH DIVISION AREA FIVE	9/14/89	695.00
BOLTYSIAK	POLICE OFFICER	TENTH DISTRICT	4/16/90	221.00
SPRINGER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/20/90	523.55
STACK	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/14/90	220.32
STANKIEWICZ	POLICE OFFICER	NINTH DISTRICT	2/15/89	78.00
STANNISH	POLICE OFFICER	FOURTH DISTRICT	4/08/90	127.50
STATHER	POLICE OFFICER	NINETEENTH DISTRICT	5/16/90	51.90
STEWART	POLICE OFFICER	SIXTH DISTRICT	1/14/83	88.00
STONE	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	281.00
STROUSE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/05/90	80.00
SWOFE	POLICE OFFICER	FIFTH DISTRICT	4/24/90	786.00
SZURA	POLICE OFFICER	TENTH DISTRICT	6/28/88	40.00
THAXTON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/02/90	130.25
TOLLEY	POLICE OFFICER	FOURTH DISTRICT	4/22/90	127.50
TORRES	POLICE OFFICER	THIRTEENTH DISTRICT	4/23/90	205.00
TURANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/89	586.00
TYLER	POLICE OFFICER	RECRUIT TRAINING	3/03/89	700.00
VANN	POLICE OFFICER	ELEVENTH DISTRICT	2/19/88	63.00
VODT	POLICE OFFICER	SIXTEENTH DISTRICT	3/25/90	35.00
WAGNER	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/30/89	131.00
WATSON	POLICE OFFICER	FIFTH DISTRICT	4/19/90	669.00
WHITE	POLICE OFFICER	FIFTH DISTRICT	4/06/90	240.00
WILLIAMS BLACKWELL	POLICE OFFICER	SECOND DISTRICT	4/08/90	510.25
WILLIAMS JR	POLICE OFFICER	SEVENTH DISTRICT	4/14/90	203.50
WISCH	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/89	179.00
WITHERS	POLICE OFFICER	THIRD DISTRICT	4/26/89	196.00
WOLVERTON	POLICE OFFICER	RECRUIT TRAINING	4/24/90	553.68
WOODSON	POLICE OFFICER	RECRUIT TRAINING	4/24/90	1628.50
WRIGHT	POLICE OFFICER	SIXTH DISTRICT	4/02/90	250.60
WYSINGER	POLICE OFFICER	ELEVENTH DISTRICT	7/26/90	104.00
ZAWIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/26/90	83.34
ALLEN	PARAMEDIC	AMBULANCE 37	12/26/89	337.00
BIRKENSTOCK	FIREFIGHTER	ENGINE COMPANY 76	5/08/90	167.20
BOEHM	LIEUTENANT	ENGINE COMPANY 23	11/20/89	1943.80
BOYER	CAPTAIN	ENGINE COMPANY 115	5/04/90	436.50
BUSH	ENGINEER	ENGINE COMPANY 44	4/21/89	175.00
CALES	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	383.00

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CAMBRIA	FIREFIGHTER	SQUAD 2	3/15/90	418.20
CLARK	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	4/04/90	79.20
COYNE	ENGINEER	ENGINE COMPANY 109	4/02/90	340.00
COZZI	FIREFIGHTER	TRUCK 5	11/20/89	510.00
DILORETO	FIREFIGHTER	ENGINE COMPANY 18	5/03/90	469.00
ENGLEHARDT	ENGINEER	ENGINE COMPANY 45	11/16/89	1613.00
ESSER	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	5/06/90	75.00
FIELDS	FIREFIGHTER	ENGINE COMPANY 29	4/10/90	1222.00
FLAHOVE	FIREFIGHTER	TRUCK 14	5/15/90	349.65
GARR	FIREFIGHTER	TRUCK 7	12/18/89	25.00
GOUSTED	FIREFIGHTER	ENGINE COMPANY 80	4/03/89	26.00
HALL	PARAMEDIC	AMBULANCE 33	5/02/89	13475.41
HEALY	FIREFIGHTER	SQUAD 5	9/12/89	55.00
HOEHN	LIEUTENANT	ENGINE COMPANY 57	5/16/90	4559.00
IGNACIO	PARAMEDIC	ENGINE COMPANY 95	4/27/90	495.50
JOHNSON	ENGINEER	ENGINE COMPANY 7	12/11/85	210.00
KAY	ENGINEER	DISTRICT RELIEF 3	5/05/90	211.70
LAHEY	CAPTAIN	ENGINE COMPANY 30	11/15/89	315.00
LEE	FIREFIGHTER	ENGINE COMPANY 45	4/18/90	488.00
MALNARICK	FIREFIGHTER	ENGINE COMPANY 123	2/05/90	84.55
MCIONOUGH	ENGINEER	SQUAD 3	4/29/90	340.00
MCKEE	LIEUTENANT	TRUCK 48	4/04/90	22.00
MCKEE	LIEUTENANT	ENGINE COMPANY 117	9/18/88	710.00
MCNAMARA	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	422.02
MCSHANE	FIREFIGHTER	SQUAD 5	3/27/90	643.00
MEENAN	FIREFIGHTER	EMS DISTRICT 1 HEADQUARTERS & R	3/22/90	100.00
MUHAMMAD	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/06/86	814.00
MUNGOVAN	LIEUTENANT	DISTRICT RELIEF 6	3/22/90	67.00
NORWOOD	FIREFIGHTER	UNKNOWN	6/11/89	17.00
O'DONNELL	FIREFIGHTER	SQUAD 2	6/12/88	25.00
OHARA-EMHART	PARAMEDIC	AMBULANCE 14	5/10/90	168.00
PAGE	FIREFIGHTER	TRUCK 40	12/20/89	95.00
PANG	FIREFIGHTER	ENGINE COMPANY 68	4/07/90	17.00
PEROVIC	FIREFIGHTER	ENGINE COMPANY 123	4/02/90	121.00
PETTIS	FIREFIGHTER	UNKNOWN	1/22/90	215.00
PRIETO	LIEUTENANT	ENGINE COMPANY 23	6/07/90	208.00
RODRIGUEZ	FIREFIGHTER	ENGINE COMPANY 44	11/02/89	126.00
SACHS	FIREFIGHTER	ENGINE COMPANY 70	6/06/90	110.00
SAMFEY	FIREFIGHTER	TRUCK 36	10/19/89	160.00
SKORACZEWSKI-LOUGHNEY	PARAMEDIC	UNKNOWN	4/21/90	75.50
SMITH	LIEUTENANT	TRUCK 34	3/23/90	527.00
STARR	PARAMEDIC	AMBULANCE 8	1/19/90	575.75
STEWART	FIREFIGHTER	TRUCK 18	7/18/90	63.00
VANAUKEN	PARAMEDIC	AMBULANCE 5	2/11/90	687.60
WADE	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	2/15/90	1232.50
WALLACE	FIREFIGHTER	ENGINE COMPANY 93	12/14/89	897.50
WARD	PARAMEDIC	AMBULANCE 6	2/17/90	367.05
WEYER	FIREFIGHTER	ENGINE COMPANY 99	3/31/90	46.00
WILBURN	PARAMEDIC	AMBULANCE 8	11/17/89	205.00

REPORTS OF COMMITTEES

26069

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/28/90

REGULAR DRIVERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WOLLSCHIED	PARAMEDIC	AMBULANCE 31	2/19/90	226.00
YORE	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	11/21/88	381.00

11/28/90

REPORTS OF COMMITTEES

26071

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/28/90

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALIAY	POLICE OFFICER	SEVENTEENTH DISTRICT	4/15/90	182.00
BALZANO	POLICE OFFICER	CANINE UNIT	12/29/89	90.00
BOND	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/18/90	369.00
BROOKS	POLICE OFFICER	THIRD DISTRICT	1/29/90	189.70
COTTINI	POLICE OFFICER	TWENTIETH DISTRICT	2/11/89	22857.11
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	742.50
DEFALCO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/10/90	512.59
DONES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/90	1326.50
ENGELS	POLICE OFFICER	FIFTEENTH DISTRICT	2/08/90	45.50
FRANZEN	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINSTR	6/01/90	3867.85
FRANZO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/27/90	4230.20
GAMBLE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/01/90	952.50
GORSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	1/25/90	45.00
HOLZINGER	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/89	25.00
HOVANEC	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/02/90	783.00
HOWE	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/11/90	48.00
HYLAND	POLICE OFFICER	SIXTEENTH DISTRICT	9/16/89	224.00
JOYNER	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/22/88	1936.00
KALAS	POLICE OFFICER	SIXTEENTH DISTRICT	3/10/90	8.25
LANG	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/26/90	959.00
LEAHY	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/85	522.00
LEWIS	POLICE OFFICER	SECOND DISTRICT	4/26/90	361.00
LIONHOOD	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	5/18/88	149.00
LYKINS	POLICE OFFICER	SEVENTEENTH DISTRICT	5/08/90	181.80
MAGRUDER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/13/90	101.00
MESA	POLICE OFFICER	TENTH DISTRICT	8/21/89	930.00
MILLS	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/90	290.00
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	3555.00
RUSCH	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	9/23/89	427.00
SALMASSI	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/90	3036.00
SCHAEDEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/13/90	101.00
SHEEHAN	POLICE OFFICER	TWENTIETH DISTRICT	12/14/89	8.00
SINENI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/88	5.59
SPARANO	POLICE OFFICER	SEVENTEENTH DISTRICT	4/22/90	903.50
SPEROS-NERE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/03/89	256.00
SZURA	POLICE OFFICER	NINETEENTH DISTRICT	2/12/89	100.00
THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	427.90
WALLACE JR	POLICE OFFICER	ELEVENTH DISTRICT	8/20/87	179.00
WEAVER	POLICE OFFICER	NINTH DISTRICT	5/27/90	125.00
WESTON	POLICE OFFICER	EIGHTEENTH DISTRICT	12/04/89	625.50
WUNN-SCIPIONE	POLICE OFFICER	UNKNOWN	5/05/90	91.00
FERMAN	FIREFIGHTER	FIRE PREVENTION	4/16/90	72.00
FITZPATRICK	PARAMEDIC	UNKNOWN	5/05/90	18.00
GASKA	FIREFIGHTER	ENGINE COMPANY 50	1/31/89	377.80
GIORDANO	CAPTAIN	ENGINE COMPANY 125	4/18/90	119.80
KUKNYO	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	3132.50
MCGARRY	PARAMEDIC	AMBULANCE 6	4/04/90	771.00
MURRAY	PARAMEDIC	AMBULANCE 26	5/03/90	1705.20
OBOYLE	FIREFIGHTER	ENGINE COMPANY 125	4/18/90	70.00

(Continued from page 26064)

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the submission of an advisory referendum question on whether the City of Chicago should call on the Federal Government to reduce military spending and fund urban needs, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City has been asked by some of its citizens to consider the submission of an advisory referendum question, as hereinafter specifically set forth, on the question of the City of Chicago calling on the Federal Government to reduce military spending and fund urban needs; said question to be submitted to the voters of the City of Chicago at the municipal general election scheduled for April 2, 1991; and

WHEREAS, The results of such local referendum will constitute the opinion of the residents of the City of Chicago regarding the City of Chicago calling on the federal government to reduce military spending and fund urban needs; and

WHEREAS, It is deemed by the Council of this City to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the general election; now, therefore,

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

SECTION 1. It is the determination of the Council of the City of Chicago that the following question of public policy shall be submitted to the voters of the City as an advisory referendum at the municipal general election scheduled for April 2, 1991, to wit:

"Should the Federal Government reduce the military budget by ten percent (10%) each year for the next five (5) years and use the savings to provide better housing, health, care, job training, environmental protection, education, and mass transit?"

SECTION 2. Said referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of the April 2, 1991 municipal general election, and with the Ordinance providing for the pertinent publications, ballots, polling places, and election judges relating to such election.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval with law.

*Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.*

The Committee on Finance submitted a report recommending that the City Council place on file two applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

Alliance of Guardian Angels, Incorporated
November 30 -- December 1, December 7, 8, 21, 22, 28 and 29, 1990 --
citywide; and

Open Hand Chicago
December 15 and 16, 1990 -- northside.

On motion of Alderman Burke, the committee's recommendation was
Concurred In and said applications were *Placed on File*.

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

**AMENDMENT OF YEAR XVII COMMUNITY DEVELOPMENT
BLOCK GRANT ORDINANCE, AS AMENDED, WITHIN
DEPARTMENT OF HUMAN SERVICES.**

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

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had
under consideration a proposed ordinance amending the Year XVII
Community Development Block Grant Ordinance, as amended, within the
Department of Human Services; introduced by Alderman Lemuel Austin,
Jr., to provide safe sites for supervised court ordered visits for families
experiencing domestic violence; and having had the same under advisement,
begs leave to report and recommend that Your Honorable Body *Pass* the
proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Year XVII Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

SECTION 2. This Ordinance shall take effect after its passage and publication.

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

*Exhibit "A".***Corrections And Revisions Of C.D.B.G. Year XVII
Budget Recommendations.****329 -- Community Development Block Grant Year XVII Fund.**

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Human Services -- 53		
		Youth Crime Prevention -- Targeted Area Pilot Program -- 2583		
	0140	Professional and Technical Services	\$750,000	\$650,000
		Department Of Human Services -- 53		
		Emergency Services -- 2515		
	9430	For Supervised Court Ordered Visits:		
		To be expended under the Direction of the Commissioner of Human Services		\$100,000

TRANSFER OF FUNDS FOR YEAR 1990 AUTHORIZED
WITHIN CITY COUNCIL COMMITTEE ON
STREETS AND ALLEYS.

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

CHICAGO, November 28 , 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1990 within the City Council Committee on Streets and Alleys, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	300	15-2120	0100	\$6,203.64
For Commodities and Materials	300	15-2120	0300	89.64
For Contingencies	300	15-2120	0700	700.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	300	15-2120	0000	\$7,193.28

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Streets and Alleys during the year 1990.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

TRANSFER OF FUNDS FOR YEAR 1990 AUTHORIZED
WITHIN DEPARTMENT OF HEALTH.

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

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1990 within the Department of Health, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with Alderman Bloom recorded as a dissenting vote.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 46.

Nays -- Aldermen T. Evans, Bloom -- 2.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Salaries and Wages -- on Payroll	100	41-1005	0005	\$1,216,389

TO:

Purpose	Fund	Code Department	Account	Amount
Overtime	100	41-1005	0020	\$19,608
Uniform Allowance	100	41-1005	0091	2,203
Electricity	100	41-1005	0184	32,921
Telephone -- Equipment and Lease Charges	100	41-1005	0186	19,675
Telephone -- Non- Centrex Billing	100	41-1005	0189	33,198
Telephone -- Centrex Billing	100	41-1005	0190	108,784
Drugs, Medical and Chemical Materials and Supplies	100	41-1005	0342	1,000,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the Department of Health during the year 1990.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON CLAIMS AND LIABILITIES.

**AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.**

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, November 21, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which were referred July 15, 1987 and subsequent dates sundry claims for property and vehicle damage and various permit and license refunds, having had under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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 pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Department Of Police:

*Damage To Vehicles.
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Jeffery W. Hunt 3454 North Elaine Place Apartment 3 Chicago, Illinois 60657	10/5/88 West Belmont Avenue and North Marine Drive	\$1,217.70
Eula Williams 5310 North 51st Boulevard Milwaukee, Wisconsin 53218	7/5/89 3239 West Fulton Boulevard	651.67

Name And Address	Date And Location	Amount
American Manufacturers Ins./Eileen Dunn Cl. 560 AE 016924 N 560 BJB 500 West Central Road P.O. Box AL Mount Prospect, Illinois 60056	4/12/88 4700 North Cumberland Avenue	\$1,500.00
Nicholas Kambylis 5306 West 79th Street Burbank, Illinois 60459	8/19/89 North Broadway and North Sheridan Road	400.00
Michael E. Marozas 11901 West 139th Street P. O. Box 134 Orland Park, Illinois 60462	9/11/89 West 82nd Street and South Ashland Avenue	452.21
State Farm/Connie Isbell Cl. 13-25-92-735 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	8/10/89 5717 North Elston Avenue	1,176.12
Stephen J. Sujewicz 3019 West 41st Place Chicago, Illinois 60632	8/21/89 1618 South Pulaski Road	692.14
Michael J. Hurley 2713 West 55th Street Chicago, Illinois 60650	10/12/89 2713 West 55th Street	400.00
Wanda L. Gary 10717 South Indiana Avenue Chicago, Illinois 60628	10/9/89 10717 South Indiana Avenue	371.02
Christine Reese 227 Custer Avenue Evanston, Illinois 60602	9/23/89 West Howard Street and North Paulina Street	76.42

Name And Address	Date And Location	Amount
State Farm/Donald Sheldon Cl. 13-4290-785 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	8/17/89 North Wells Street and West North Avenue	\$ 255.89
Maurice Lawrence 1509 West Jonquil Avenue 3 West Chicago, Illinois 60626	5/10/89 Auto Pound 1	400.00
Alexandros Anas 1005 Hinman Avenue Apartment 4-N Evanston, Illinois 60602	11/5/89 West Touhy Avenue and North Sheridan Road	1,357.95
Alain K. Finegan 1347 South Michigan Avenue Apartment 3D Chicago, Illinois 60605	9/30/89 Auto Pound 6	324.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Milena Petrovich 6517 North Caldwell Avenue Chicago, Illinois 60646	4/6/88 935 North Sacramento Avenue	\$515.00
Lawrence C. Knasiak 5720 South Normandy Avenue Chicago, Illinois 60638	9/14/83 Crime Lab	351.00

Damage To Property.

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

Name And Address	Date And Location	Amount
National Union Fire Insurance and Rally Chevrolet File 018-032635 P.O. Box 209 Naperville, Illinois 60566	12/26/88 2715 North Cicero Avenue	\$1,500.00
Steve G. Jones 10742 South Longwood Drive Chicago, Illinois 60643	6/22/89 10742 South Longwood Drive	30.00
Joan Romer 5450 North Ludlam Avenue	8/10/89 5450 North Ludlam Avenue	350.00
Bruno J. Klus 5351 South Washtenaw Avenue Chicago, Illinois 60632	9/19/89 5351 South Washtenaw Avenue	416.80
Economy Premier Insurance and Robert Mack Cl. 1101-2898-0 P.O. Box 551 Mason City, Iowa 50401	2/8/89 8642 South Knox Avenue	137.50
State Farm Insurance and Aurlett Spencer Cl. 13-L903-513 580 Waters Edge Suite 200 Lombard, Illinois 60148	5/18/89 3136 West Douglas Boulevard	676.48
State Farm and Everett R. Schielke Cl. 13-J226-222 580 Waters Edge Suite 200 Lombard, Illinois 60148	11/14/89 6024 North Newburg Avenue	216.25
Josephine Salerno 5532 South Pulaski Road Chicago, Illinois 60629	2/22/90 5532 South Pulaski Road	37.41
Helen A. Lata 2333 North Hamlin Avenue Chicago, Illinois 60647	2/1/90 2333 North Hamlin Avenue	35.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Juana Baeza 4601 West 82nd Place Chicago, Illinois 60652	10/26/89 38th and South California Avenue	\$1,000.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Denise Gage 3820 South Prairie Avenue Chicago, Illinois 60653	4/30/89 3820 South Prairie Avenue	\$2,500.00
Estella Norred 3820 South Prairie Avenue Chicago, Illinois 60653	4/30/89 3820 South Prairie Avenue	2,500.00

Damage To Vehicles.

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

Name And Address	Date And Location	Amount
Amica Mutual Insurance/ Catherine G. Sedlack Cl. L16T02302D P.O. Box 1760 Oakbrook, Illinois 60521	5/1/89 West Congress Boulevard	\$572.40
State Farm/Gail and Michael Kaufman Cl. 13-2547-746 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	3/17/89 1725 West Devon Avenue	205.30
State Farm/Edward George Cl. 13-5231-144 5676 South Archer Avenue Chicago, Illinois 60638	5/30/89 5600 South Dorchester Avenue	312.67

Damage To Property.

*Department Of Streets And Sanitation (Bureau Of Electricity):
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Illinois Bell Telephone Company ZCD 4808 225 West Randolph Street HQ 18E Chicago, Illinois 60606	2/25/88 4245 West Belmont Avenue	\$662.54

Damage To Property.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Illinois Bell Telephone Company ZCD 10911 225 West Randolph Street HQ 18E Chicago, Illinois 60606	5/9/89 5127 South Cottage Grove Avenue	\$ 455.19
State Farm Insurance/ W. and J. Mucha Cl. 13-L903-678 580 Waters Edge Suite 200 Lombard, Illinois 60148-6430	8/13/89 5802 South Archer Avenue	855.40
Cordeck Erection Company, Incorporated P.O. Box 0589 Antioch, Illinois 60002	10/4/89 6429 South Kenwood Avenue	1,500.00

Damage To Property.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Margarita Borrero 2705 West Evergreen (rear) Chicago, Illinois 60622	6/21/89 West Fullerton Avenue and North Sacramento Avenue	\$ 400.00

Name And Address	Date And Location	Amount
Valerie Wohl 112 South Maple Avenue Apartment A-1 Oak Park, Illinois 60302	4/13/89 53rd and South Woodlawn Avenue	\$1,465.62

Damage To Vehicles.

*Department Of Police:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Fred Guerra 14535 South Karlov Avenue Midlothian, Illinois 60455	10/8/89 13840 South Cicero Avenue	\$ 400.00
Charles Potts 8433 South Escanaba Avenue Chicago, Illinois 60617	6/21/89 7646 South Exchange Avenue	400.00
Michael Lou 452 West Belden Avenue Chicago, Illinois 60614	8/31/89 North Clark Street and West Lawrence Avenue	1,135.40
State Farm Insurance and Nicki Waganer Cl. 06-3292-642 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	8/4/89 North Sheridan Road and Irving Park Road	1,210.76
Dana M. Hudson 1042 West 109th Street Chicago, Illinois 60643	12/27/88 103rd and South Western Avenue	999.52
C.N.A. Insurance and Helen W. Spranger File 20-438947-U2 1411 Opus Place P.O. Box 1562 Downers Grove, Illinois 60515	9/19/89 6950 North Clark Street	1,023.85

Name And Address	Date And Location	Amount
Allstate Insurance and Philemenia Smith Cl. 2521147427 BNS P.O. Box 1089 Morton Grove, Illinois 60053	10/23/89 8700 South Wood Street	\$1,174.59
Sabrina Byrd 2104 North St. Louis Avenue 3rd Floor Chicago, Illinois 60647	12/9/89 West Dickens Avenue and North Central Park Avenue	449.00
O. C. Overstreet 2917 West Warren Boulevard Chicago, Illinois 60612	9/24/89 2915 West Warren Boulevard	850.51
Arthur Sierakowski 1329 North Wicker Park Avenue Chicago, Illinois 60622	7/11/89 2369 North Elston Avenue	132.40
JoAnn North 428 Washington Street Lockport, Illinois 60441	3/10/90 2001 North Larrabee Street	799.66

Damage To Vehicle.

*Department Of Health:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Tod M. Pierce 3721 West 78th Place Chicago, Illinois 60652	2/23/90 1800 West 39th Street	\$447.00

Various License Refunds.

*Department Of Revenue:
Account Number 300-99-2005-0934-0934.*

Name And Address	License Number	Amount
Coffeeworks, Incorporated 2076 North Elston Avenue Chicago, Illinois 60614	056811	\$34.00

Damage To Property.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
State Farm Insurance/Evon and Rose Turner Cl. 13-Y757-123 2309 East Oakland Avenue Bloomington, Illinois 61709	10/9/89 5214 West Quincy Street	\$549.25
Lois J. Mills 3033 West Arthington Street Chicago, Illinois 60612	11/30/89 3033 West Arthington Street	319.93
Joyce L. Bell 1830 South Lawndale Avenue Chicago, Illinois 60623	12/29/89 1830 South Lawndale Avenue	800.00
Michael F. Nuccio 3151 South Canal Street Chicago, Illinois 60616	11/28/88 3151 South Canal Street	231.38

Damage To Vehicles.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
American Family Insurance/ Barry Williams Cl. 561-018578-323 1501 Woodfield Road Suite 200W Schaumburg, Illinois 60173	8/12/89 3750 North Halsted Street	\$1,125.97
Henry S. Wallace 3439 West Grenshaw Street Chicago, Illinois 60624	12/31/89 1250 South Christiana Avenue	115.59

Damage To Vehicles.

*Department Of Public Works:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
AAA Michigan and Robert Foulkes Cl. BH 071540 P.O. Box 988 Benton Harbor, Michigan 49022	5/27/88 North Aberdeen Street and West Hubbard Street	\$1,240.14
Michael Bradshaw 6700 South South Shore Drive Apartment 22G Chicago, Illinois 60649	3/22/89 North Dearborn Street and East Chestnut Street	420.60

Damage To Vehicles.

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

Name And Address	Date And Location	Amount
James R. O'Neal 138 Alsace Court Bloomington, Illinois 60108	12/26/88 6173 North Northwest Highway	\$ 728.64
Consuelo Brinker 9624 South Wallace Street Chicago, Illinois 60628	2/3/89 9624 South Wallace Street	225.00
Kenneth B. Dreier 9104 Oak Park Avenue Morton Grove, Illinois 60053	5/16/89 West Washington and North Dearborn Streets	1,386.34
Eula T. Maxwell 670 -- 678 South Peoria Street Chicago, Illinois 60621	6/21/89 Towing damage	215.00
Tiffany L. Richter 615 Lincoln Glencoe, Illinois 60022	6/7/89 Towing damage	1,006.76
Carol A. Thomas 2147 Brittany Lane Glendale Heights, Illinois 60139	5/25/89 West Irving Park Road and North Laramie Avenue	73.48
State Farm Insurance and Mary Ann Raciak Cl. 13-5224-211 5676 South Archer Avenue Chicago, Illinois 60638	6/19/89 3922 West 67th Street	1,500.00

Name And Address	Date And Location	Amount
Lynne M. Kattner 2128 West Belle Plaine Avenue Chicago, Illinois 60618	5/16/89 North Damen Avenue and West Byron Street	\$287.40
State Farm Insurance and Mathew Camardo Cl. 13-5148-201 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	3/22/88 West 39th Street and South Iron Street	352.58
Robert L. Beverley 9 Oneida Lane Hawthorn Woods, Illinois 60047	9/18/89 Wrigley Field	415.94
Scott H. Birkhead 94 Williamsburg Road Evanston, Illinois 60203	9/14/89 2300 North Seminary Avenue	1,049.56
Kevin M. Castans 575 East Thornhill Apartment 311 Carol Stream, Illinois 60188	8/29/89 North Dearborn Street and South State Street	400.53
Victoria E. Foreman 1523 Spencer Avenue Wilmette, Illinois 60091	8/16/89 South Wacker Drive and West Madison Street	343.76
Donald R. Katello 5518 South Trumbull Avenue Chicago, Illinois 60629	4/12/89 Towing damage	158.60
George E. Kloak 155 North Harbor Drive Apartment 503 Chicago, Illinois 60601	9/28/89 Towing damage	85.94
Robert Pender 467 Homestead Road LaGrange Park, Illinois 60525	9/23/89 Towing damage	816.47

Name And Address	Date And Location	Amount
Robert J. Schwent 1735 West Wabansia Avenue Chicago, Illinois 60622	4/10/89 902 West Division Street	\$ 93.15
Stanley F. Westbrooks 300 North State Street Apartment 2829 Chicago, Illinois 60610	10/9/89 North State Street and West Wacker Drive	867.64
John Labant 5617 North Central Avenue Chicago, Illinois 60646	10/28/89 North Milwaukee Avenue	70.15
Lester J. Blair 1325 Fowler Evanston, Illinois 60201	10/26/89 Towing damage	159.00
David R. Campbell 2650 North Lakeview Street Apartment 2508 Chicago, Illinois 60614	4/6/89 East Walton Street and North Michigan Avenue	174.16
McCoy and Kula and Francisco Cebrero Attn: Patrick Porto 20 North Clark Street Suite 2300 Chicago, Illinois 60602	11/11/88 2440 North Ashland Avenue	1,500.00
Jarede Kaplan 4800 South Lake Shore Drive Apartment 2501 N Chicago, Illinois 60615	9/27/89 South Harper Avenue and South Blackstone Avenue	115.35
Liberty Mutual Insurance and Donald Bradich File AL450-025396-99 One Liberty Square 100 Lincolnway West P.O. Box 768 Mishawaka, Indiana 46544	6/15/89 102nd Street and South Torrence Avenue	401.36

Name And Address	Date And Location	Amount
State Farm Insurance and Jo B. Lipson Cl. 13-4297-225 1045 South DesPlaines Avenue Forest Park, Illinois 60130	9/29/89 3100 North Lake Shore Drive	\$ 330.71
Wechta Lucjan 5135 South Mulligan Avenue Chicago, Illinois 60638	9/10/89 West 52nd Street and South Melvina Avenue	312.37
Janet L. Moore Bruce 138 F Yearwood Road Toccoa, GA 30577	10/16/89 Towing damage	669.91
Thomas A. Reed 8034 South St. Lawrence Avenue Apartment 2 Chicago, Illinois 60619	9/22/89 Towing damage	70.00
McCoy and Kula and Inez Serna Attn: Patrick Porta 20 North Clark Street Suite 2300 Chicago, Illinois 60602	11/11/88 2440 North Ashland Avenue	1,500.00
Craig D. Patton 1876 North Burling Apartment 1 -- Floor R.H. Chicago, Illinois 60614	10/19/89 North LaSalle Street and West Grand Avenue	443.54
Tyrone Stephney 7714 South Champlain Avenue Chicago, Illinois 60619	10/21/89 81st and South Cottage Grove Avenue	1,046.62
Clara B. Mims 926 West Sunnyside Avenue Chicago, Illinois 60640	10/30/89 West Sunnyside Avenue and North Sheridan Road	400.00

Name And Address	Date And Location	Amount
Dagoberto Pena 2233 South Sacramento Avenue Chicago, Illinois 60623	10/27/89 West 28th Street and South Drake Avenue	\$400.00
Kemper Insurance and Agnes G. Bollig Cl. 560 AE032396 500 West Central Road Mt. Prospect, Illinois 60056	10/27/89 North Clark Street and West Madison Street	647.46
Risteen L. Gates 7828 South Ridgeland Avenue Chicago, Illinois 60649	10/12/89 East 63rd Street and South Cottage Grove Avenue	92.06
Andrew L. Segal 4570 Kingsgate Drive Atlanta, Georgia 30338	7/29/89 North Broadway and West Wilson Avenue	55.49
John S. Clark, III c/o William J. Harte, Ltd. 111 West Washington Street Suite 1100 Chicago, Illinois 60602	10/1/89 North Sheffield Avenue and West Belmont Avenue	208.65
Sherrylyn Ford Wallace 301 Snowcrest Trail Durham, N. C. 27707	10/18/89 Towing damage	167.35
Mary E. Gootjes 2100 North Lincoln Park West Apartment 7-CS Chicago, Illinois 60614	9/27/89 Towing damage	80.29
John F. Hannah 1626 Brookdale Road Apartment 14 Naperville, Illinois 60540	10/29/89 Towing damage	232.35
Jeffery R. Henson 1301 West Fletcher Street Apartment 511 Chicago, Illinois 60657	11/25/89 Towing damage	1,177.36

Name And Address	Date And Location	Amount
George H. Kasparian 6909 North Ridge Boulevard Apartment 2A Chicago, Illinois 60645-3562	10/16/89 West Grandville Avenue and North Claremont Avenue	\$110.00
James A. Rekowski 1411 South Danbury Lane Des Plaines, Illinois 60018	9/27/89 South State Street and Cedar Street	52.59
Leslie S. Shuman 820 Rosedale Lane Hoffman Estates, Illinois 60195	11/13/89 North Western Avenue and West Pratt Avenue	199.86
Susan H. Walton 1111 Church Street Apartment 405 Evanston, Illinois 60201	11/15/89 North Clybourn Avenue and West Webster Avenue	53.35
Gayle M. Weiss 623 Washington Boulevard Oak Park, Illinois 60302	11/15/89 2700 North Lake Shore Drive	127.35
Otis H. White 4285 West 188th Street Country Club Hills, Illinois 60478	12/4/89 Towing damage	668.54
Allen S. Diamond 1635 Longvalley Northbrook, Illinois 60062	10/18/89 Towing damage	154.09
Alan M. Dobry 5623 South Drexel Avenue Chicago, Illinois 60637	9/10/89 South Dorchester Avenue	585.81
Libia P. Jimenez 760 Farragut Avenue Romeoville, Illinois 60441	9/21/89 North Halsted Street and South Canalport Avenue	74.79

Name And Address	Date And Location	Amount
Darlene M. Kowalkowski 5212 South Mozart Street Chicago, Illinois 60632	11/9/89 3916 South Western Avenue	\$148.98
Leslie C. Levin 715 West Diversey Parkway Apartment 10 Chicago, Illinois 60614	11/29/89 Towing Damage	120.00
Charles A. Milhollin 210 Gloucester Road Savannah, Georgia 31410	11/10/89 North Lincoln Avenue and North Halsted Avenue	139.20
National Car Rental Cl. 011H1880578 Col S Minneapolis, Minnesota 55435	8/18/88 2933 North Ashford	323.50
Mary Parker 7251 South South Shore Drive Chicago, Illinois 60449	12/12/89 Towing Damage	444.50
Zvi Senesh 4913 North Shoreland Avenue Whitefish Bay, Wisconsin 53217	10/22/89 East Oakwood Boulevard and North Lake Shore Drive	49.82
Marie Watson c/o Lawrence Friedman 175 West Jackson Boulevard Suite 1445 Chicago, Illinois 60604	11/28/89 East 99th Street and South Michigan Avenue	1,500.00
Elizabeth Jones 8126 South Blackstone Avenue Chicago, Illinois 60619	12/10/89 7900 South Stony Island Avenue	198.27
Michael D. Maremont 1000 North State Street Chicago, Illinois 60610	1/9/90 3901 North Sheridan Road	846.13

Name And Address	Date And Location	Amount
Diana Kohn 6549 North Kedzie Avenue Chicago, Illinois 60645	12/11/89 6549 North Kedzie Avenue	\$ 400.00
Toni Graff 6545 North Kedzie Avenue Chicago, Illinois 60645	12/11/89 6545 North Kedzie Avenue	769.00
Giselle Benmoin 10008 South Sangamon Street Chicago, Illinois 60643	12/14/89 9335 South Stony Island Avenue	224.84
John A. Carroll 11810 Rosemary Alsip, Illinois 60658	11/13/89 East 73rd Street	176.00
Donald F. Clemens 827 South Miller Street Apartment 2F Chicago, Illinois 60607	12/21/89 Towing Damage	148.91
Beverly K. Coleman 1901 East 90th Street Chicago, Illinois 60617	12/10/89 East 93rd Street and South Stony Island Avenue	765.22
Carolyn M. Cyriaque 8950 South Cregier Avenue Chicago, Illinois 60617	11/25/89 1000 East 111th Street	244.35
Brenda J. Dixon 9914 South Clyde Avenue Chicago, Illinois 60617	11/28/89 10501 South Halsted Street	379.55
Henry B. Gray 10359 South Vernon Avenue Chicago, Illinois 60628	11/4/89 Towing Damage	451.11
Sandra McNeely 16731 South Halsted Street Suite 106 Harvey, Illinois 60426	12/7/89 3434 South Aberdeen Street	371.65

Name And Address	Date And Location	Amount
Grace E. Moore 1958 West Wilson Avenue Chicago, Illinois 60640	10/26/89 2124 West Lawrence Avenue	\$862.38
Nationwide Insurance/ Marc Bernstein Cl. 9112E96516406278901 333 Skokie Boulevard Northbrook, Illinois 60062	6/27/89 3732 North Lincoln Avenue	459.97
Mary J. Page 10024 South Longwood Drive Chicago, Illinois 60643	12/1/89 95th and South Michigan Avenue	163.22
Caroline S. Pietruszka 9104 South 55th Court Oak Lawn, Illinois 60453	1/3/90 West Grand Avenue and North LaSalle Street	75.00
Hani S. Tadros 10417 South Laporte Avenue Oak Lawn, Illinois 60453	8/18/88 7575 East Oakwood Boulevard	400.00
Jaohnny E. White 7635 South Drexel Avenue Chicago, Illinois 60619	11/15/89 7412 South Drexel Avenue	628.36
Bryant B. Williams 8647 South 87th Avenue Justice, Illinois 60458	10/21/89 South Lake Shore Drive and East Oakwood Boulevard	420.19
Ella L. Tyner 8216 South Indiana Avenue Chicago, Illinois 60619	1/8/90 7956 South Stony Island Avenue	25.00
Daphne M. Whitehead 1423 Evergreen Drive Apartment 203 Palatine, Illinois 60067	12/21/89 56th and South Halsted Street	294.95
Eugene Propp 312 Keeney Street Evanston, Illinois 60202	11/13/89 North Western Avenue and West Pratt Boulevard	285.15

Name And Address	Date And Location	Amount
Judy S. Greenspon 7928 West Churchill Morton Grove, Illinois 60053	1/10/90 North Cicero Avenue and West Foster Avenue	\$142.19
Charles J. Harris 9241 South Pleasant Avenue Chicago, Illinois 60620	12/17/89 1600 East 103rd Street	233.54
Shelia R. Henderson 7048 South Morgan Street Chicago, Illinois 60621	1/7/90 East 55th Street and South Calumet Avenue	126.36
Temetrice Kimble 3621 South Michigan Avenue Apartment 202 Chicago, Illinois 60653	1/1/90 East 86th Street and South Yates Boulevard	104.71
Claudio A. Landolfo 1806 North 73rd Avenue Elmwood Park, Illinois 60653	12/30/89 West Bryn Mawr Avenue and North Oriole Avenue	275.82
Michael Mahoney 637 West 46th Place Chicago, Illinois 60609	1/18/90 East 55th Street and South Dr. Martin Luther King, Jr. Drive	117.66
Kathlyn McLin 6031 South Winchester Avenue Chicago, Illinois 60636	11/27/89 9345 South Stony Island Avenue	125.64
Diane L. Moloney 1185 Waukegan Road Deerfield, Illinois 60015	1/5/90 West Montrose Street and North Broadway	309.37
Nelson L. Stewart 4100 West 21st Place Chicago, Illinois 60623	11/23/89 55 West 63rd Street	269.33
Bernard M. Suchor 5224 South Albany Avenue Chicago, Illinois 60632	1/18/90 2400 West 43rd Street	98.96

Name And Address	Date And Location	Amount
American Service Insurance and Donald Cleveland C1.9110295 10400 West Higgins Road Suite 200 Rosemont, Illinois 60018	11/19/89 6915 South Wentworth Avenue	\$874.88
Jeffrey D. Bell 5801 South Nordica Avenue Chicago, Illinois 60638	2/2/90 6255 South Archer Avenue	230.95
Leon Coleman 8417 South Damen Avenue Chicago, Illinois 60620	1/17/90 1045 West 59th Street	282.70
Steven Latham 9620 South Halsted Street Chicago, Illinois 60628	2/9/90 102nd and South Halsted Street	341.67
Leslie Minkus 1243 Selwyn Lane Buffalo Grove, Illinois 60089	11/8/89 East Jackson Boulevard and West Adams Street	200.00
Eileen T. Moriarty 815 South Emerson Mount Prospect, Illinois 60056	12/27/89 West Irving Park Road and North Central Park Avenue	168.56
Howard Stein 8801 Golf Road Apartment 2H Des Plaines, Illinois 60016	2/5/90 North Ridge Avenue and West Victoria Street	531.28
William C. Unwin 14520 South Atlantic Riverdale, Illinois 60627	10/20/89 100th and South Michigan Avenue	106.19
John C. Volland 5921 South Melvina Avenue Chicago, Illinois 60638	2/2/90 6255 South Archer Avenue	292.14
Marta G. Waters 2574 North Spruce River Grove, Illinois 60171	2/6/90 5353 North Elston Avenue	53.00

Name And Address	Date And Location	Amount
James Klima 4539 South Karlov Avenue Chicago, Illinois 60632	3/9/90 4539 South Karlov Avenue	\$ 94.00
Frank J. DeVenny 301 Park Drive Lost Nation Dixon, Illinois 61021	12/26/89 West Irving Park Road and North Central Park Avenue	419.24
Tracy L. Gruber 2129 West Morse Avenue Chicago, Illinois 60645	2/24/90 North Western Avenue and West Granville Avenue	23.50
Bruno J. Muczynski 5319 West Foster Avenue Chicago, Illinois 60630	2/21/90 346 North Central Avenue	83.70
Pamela M. Ring 3950 North Lake Shore Drive Apartment 1817 Chicago, Illinois 60613	2/2/90 South Lake Shore Drive	536.35
Frank F. Roti 680 North Lake Shore Drive Apartment 808 Chicago, Illinois 60611	3/12/90 3150 South Sacramento Avenue	283.62
Harold J. Hanley 11113 South Avenue G Chicago, Illinois 60617	3/13/90 9930 South Avenue L	336.91
John R. Buchanan 10731 South Avenue B Chicago, Illinois 60617	5/14/90 South Harper Avenue and East Doty Avenue	703.25
Greg A. Kinczewski Forest Preserve District of Cook County 536 North Harlem Avenue River Forest, Illinois 60305	2/1/90 Daley Civic Center Garage	609.00

Name And Address	Date And Location	Amount
Don Zochowski 4817 South Keating Avenue Chicago, Illinois 60632	8/7/90 South Lawndale Avenue and West 49th Street	\$1,303.67

Damage To Vehicles.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Pamela S. Felts 3114 North Seminary Avenue Chicago, Illinois 60657	12/20/89 North Kingsbury Street and West Scott Street	\$229.90
Ronald Walter Witt 2025 West Berteau Avenue Chicago, Illinois 60618	1/4/90 912 -- 914 West Montrose Avenue	266.70
Ruth Rockhold 9025 South Racine Avenue Chicago, Illinois 60620	9/18/89 64th and South Ashland Avenue	541.09
Russell J. Cochran 1030 East 48th Street Chicago, Illinois 60615	1/25/90 328 East 55th Street	135.86
Robert C. Fedanzo, Jr. 2522 North Neva Avenue Chicago, Illinois 60635	1/26/90 West Diversey Avenue and North Marmora Avenue	18.25

Damage To Property.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 89-0-314 122 South Michigan Avenue Room 311 Chicago, Illinois 60603	7/26/89 7730 South Constance Avenue	\$ 980.73
Alan and Josephine Cozzie 2810 South Union Avenue Chicago, Illinois 60609	12/13/88 2810 South Union Avenue	630.00
Robert Rabichow 7456 North Maplewood Avenue Chicago, Illinois 60645	6/28/86 7456 North Maplewood Avenue	1,080.00
Rafael Rodriguez 4322 West Drummond Place Chicago, Illinois 60639	1/25/90 4322 West Drummond Place	1,500.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant, on account of underground leaks, and to charge same to Account Number 200-87-2015-0952-0952:

Name And Address	Location	Amount
Ampelio and Ambrocia Villa 2448 North Kildare Avenue Chicago, Illinois 60639	2/29/88 -- 5/1/89 2448 North Kildare Avenue	\$400.00

Name And Address	Location	Amount
Arthur Harris and Company 208 -- 210 North Aberdeen Street Chicago, Illinois 60607	3/16/89 -- 1/18/90 208 -- 210 North Aberdeen Street	\$400.00
Jeannette F. Bolin 9207 South Constance Avenue Chicago, Illinois 60617	12/22/88 -- 9/14/89 7806 -- 7810 South Euclid Avenue	400.00
Commercial Delivery Attention: Joyce C. Stahl P.O. Box 572 Winnebago, Illinois 61088	4/8/88 -- 3/15/89 1518 -- 1520 South Wabash Avenue	400.00
Jose Hernandez 1934 West Chicago Avenue Chicago, Illinois 60622	9/26/88 -- 1/31/89 1936 West Chicago Avenue	400.00
I. Sobczak and C. Blaszczyk 4209 North Pulaski Road Chicago, Illinois 60641	3/15/89 -- 5/22/89 4209 North Pulaski Road	85.23
Queenie Williams 10148 South Oglesby Avenue Chicago, Illinois 60617	10/31/88 -- 3/9/89 7229 South Stewart Avenue	400.00
Theresa G. Anderson 7210 South Lafayette Avenue Chicago, Illinois 60621	5/2/89 -- 8/31/89 7210 -- 7212 South Lafayette Avenue	400.00
Jeffery S. Green 5978 North Landers Avenue Chicago, Illinois 60646	10/7/88 -- 2/10/89 5978 North Landers Avenue	223.33

Name And Address	Location	Amount
Mt. Mayriv-Isaiah Israel Cemetary Association 1100 East Hyde Park Boulevard Chicago, Illinois 60615	8/2/89 -- 9/7/89 6600 -- 6620 West Addison Street	\$400.00
Jerzy Olechno 2947 North Lawndale Avenue Chicago, Illinois 60618	3/10/89 -- 5/17/89 2947 North Lawndale Avenue	193.32
Jacob Deleon 8701 South Manistee Avenue Chicago, Illinois 60617	6/28/89 -- 9/1/89 8709 South Exchange Avenue	232.42
Virginia Franta 2520 South Christiana Avenue Chicago, Illinois 60623	6/9/89 -- 7/28/89 2520 South Christiana Avenue	400.00
Seung Pyung Jun 7124 North East Prairie Lincolnwood, Illinois 60645	6/22/89 -- 9/1/89 300 East 47th Street	400.00
David H. Natelson 4949 West Cullom Avenue Chicago, Illinois 60641	7/27/87 -- 7/5/88 4949 West Cullom Avenue	400.00
Takeo Deguchi 3413 North Clark Street Chicago, Illinois 60657	5/10/89 -- 7/5/89 3413 North Clark Street	400.00
Broadway Clark Building Corporation 4753 North Broadway Chicago, Illinois 60640	10/19/89 -- 12/15/89 4751 --4763 North Broadway	400.00

Name And Address	Location	Amount
Jewel Escort 4551 South Wabash Avenue Chicago, Illinois 60653	9/8/89 -- 12/19/89 4551 South Wabash Avenue	\$400.00
Glenwood Homes Condominium Association 6569 -- 6571 North Glenwood Avenue Chicago, Illinois 60626	5/29/89 -- 6/26/89 6569 -- 6571 North Glenwood Avenue	400.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Location	Amount
Edna Draper 9425 South Dr. Martin Luther King, Jr. Drive Chicago, Illinois 60619	4/10/89 -- 6/12/89 6620 -- 6622 South Greenwood Avenue	\$167.06
Clara Kelly 7233 South Peoria Street Chicago, Illinois 60621	1/25/89 -- 5/12/89 7233 South Peoria Street	400.00
John Slimak 853 Vanderbilt Beach Road Suite 211 Naples, Florida 33963	12/15/87 -- 2/7/89 9330 South Longwood	400.00
Thomas P. Stribling 1322 West Thorndale Avenue Chicago, Illinois 60660	1/26/89 -- 4/11/89 1322 West Thorndale Avenue	24.80
Jesse Taylor 9222 South Bennett Avenue Chicago, Illinois 60617	2/28/89 6943 -- 6945 South Dante Avenue	400.00

Name And Address	Location	Amount
Gilberto Valle 3008 South St. Louis Avenue Chicago, Illinois 60623	11/7/88 -- 5/22/89 3007 South St. Louis Avenue	\$400.00
Adam Soifer 6033 North Albany Avenue Chicago, Illinois 60659	3/9/88 -- 11/30/88 3931 North Milwaukee Avenue	400.00
Raymundo Acosta 1945 West Roscoe Street Chicago, Illinois 60618	4/11/89 -- 8/8/89 1945 West Roscoe Street	368.72
Arterlee Anderson 614 East 92nd Place Chicago, Illinois 60619	5/18/89 -- 1/25/89 621 East 92nd Place	400.00
Ronald G. Borchardt 1624 East Chicago Avenue Elgin, Illinois 60120	4/4/89 -- 7/26/89 1510 West Augusta Boulevard	400.00
Ronald G. Borchardt 1624 East Chicago Avenue Elgin, Illinois 60120	5/16/89 -- 7/19/89 1426 West Chestnut Street	400.00
Brian Carlson 1250 West Ardmore Street Chicago, Illinois 60660	2/1/89 -- 4/18/89 1524 West Hollywood Avenue	174.04
Wanda Dearman 748 South Karlov Avenue Chicago, Illinois 60624	4/27/89 -- 3/14/90 5022 South Elizabeth Street	400.00
Len Dudeck 1636 North Wells Street Apartment 811 Chicago, Illinois 60614	12/2/87 -- 4/7/89 2930 -- 2932 West Medill Avenue	400.00
Jose Luis Rodriquez 2632 South Christiana Avenue Chicago, Illinois 60623	11/10/87 -- 7/14/88 2632 South Christiana Avenue	400.00

Name And Address	Location	Amount
R. Stancik 8460 South Harlem Bridgeview, Illinois 60455	4/5/89 -- 6/7/89 10343 South Pulaski Road	\$120.10
G. E. Watson 9231 South Woodlawn Avenue Chicago, Illinois 60619	4/24/89 -- 10/2/89 9229 -- 9331 South Woodlawn Avenue	400.00
Maria Perez 2013 South Throop Street Chicago, Illinois 60608	4/23/88 -- 6/21/88 2013 South Throop Street	400.00
Delores B. Chrismon 7944 South Wolcott Avenue Chicago, Illinois 60620	7/13/87 -- 9/11/87 7944 South Wolcott Avenue	99.60
Renthey Malone 1237 South Springfield Avenue Chicago, Illinois 60623	4/24/89 -- 8/18/89 1237 South Springfield Avenue	137.11
Luela Morgan 1442 North Wieland Street Chicago, Illinois 60610	8/12/88 -- 6/27/89 1442 North Wieland Street	400.00
Marguerite Soergel 2325 West Morse Avenue Chicago, Illinois 60645	12/29/88 -- 5/9/89 2323 -- 2325 West Morse Avenue	166.88
Elijah D. Speed P.O. Box 19041 Chicago, Illinois 60619	6/15/89 -- 9/14/89 7918 South Ellis Avenue	233.13
Patricia Banks 4800 South Chicago Beach Drive Apartment 1611 Chicago, Illinois 60615	5/9/88 -- 7/12/89 2108 East 72nd Place	400.00
Donald Schaeffer 4960 North Mason Avenue Chicago, Illinois 60630	11/4/88 -- 1/9/89 4960 North Mason Avenue	157.11
Ceola Bolivar 2441 West Flournoy Street Chicago, Illinois 60612	4/7/89 -- 6/7/89 2441 West Flournoy Street	400.00

Name And Address	Location	Amount
Pauline Brown 4158 West Lake Street Chicago, Illinois 60624	5/12/89 -- 7/17/89 4158 West Lake Street	\$400.00
Betty Burden 15523 South Minerva Avenue Dolton, Illinois 60419	5/24/89 -- 7/27/89 11428 South Wentworth Avenue	400.00
Manuel Castellanos 902 North Ashland Avenue Chicago, Illinois 60622	9/21/88 -- 5/26/89 1460 West Augusta Boulevard	332.92
Weldon G. Houston 9926 South Bensley Avenue Chicago, Illinois 60617	6/1/89 -- 8/3/89 12021 South Eggleston Avenue	400.00
Alice Hughes 3500 West Walnut Street Chicago, Illinois 60624	3/10/89 -- 7/10/89 3500 West Walnut Street	265.06
Charlie Woodard 722 -- 724 North Lavergne Avenue Chicago, Illinois 60644	3/22/89 -- 7/21/89 722 -- 724 North Lavergne Avenue	217.44
Diane E. Keehn 1211 West Addison Street Chicago, Illinois 60613	5/5/89 -- 6/30/89 1442 -- 1444 West Grace Street	112.56
John C. Meyer 2031 North Dayton Street 2nd Floor Chicago, Illinois 60614	6/29/89 -- 9/22/89 2031 North Dayton Street	295.64
Mrs. Hudacek 5227 South Winchester Avenue Chicago, Illinois 60609	4/14/89 -- 6/6/89 5227 South Winchester Avenue	400.00

AUTHORIZATION OF SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, November 21, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which was referred March 21, 1990 and on subsequent dates sundry claims for condominium refuse rebates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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 pay the following named claimants the respective amounts set opposite their names,

said amount to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 26115
through 26126 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS
FOR VEHICULAR DAMAGE, PROPERTY DAMAGE,
PERSONAL INJURY, ET CETERA.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, November 21, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which was referred on November 18, 1987 and subsequent dates sundry claims as follows:

Peter Velasco

Beatrice Judge

Maureen A. Moriarty

Gladys H. Guyton

Mary Dale

Lila H. Tottleben

Maggie Hankins

Herbert Julian

Betty and James Knowles

Paul McHugh

(Continued on page 26127)

11/28/90

REPORTS OF COMMITTEES

26115

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON BLDG. CORPORATION	27	ANNUAL	1,703.00	HELEN SHILLER	46
ADDISON LAKE SHORE EAST	28	ANNUAL	1,519.50	HELEN SHILLER	46
ADDISON LAKE SHORE WEST	28	ANNUAL	1,399.00	HELEN SHILLER	46
ADDISON MANOR CONDOMINIUM	12	SEMI-ANNUAL	450.00	WILLIAM JP BANKS	36
ADDISON MANOR CONDOMINIUM ASSN	21	ANNUAL	1,575.00	WILLIAM JP BANKS	36
ALDINE COURT CONDOMINIUM	27	ANNUAL	2,025.00	BERNARD J. HANSEN	44
ALTA VISTA CONDOMINIUM	59	ANNUAL	4,425.00	HELEN SHILLER	46
AMBASSADOR HOUSE CONDOMINIUMS	112	SEMI-ANNUAL	1,636.00	EDWIN W. EISENDRATH	43
ANDERSONVILLE CONDO ASSOC.	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
ARGYLE APT. BLDG. COOPERATIVE	24	SEMI-ANNUAL	900.00	MARY ANN SMITH	48
ARMITAGE-HOWE CONDOMINIUM ASSN	15	ANNUAL	1,125.00	EDWIN W. EISENDRATH	43
ARTESIAN GARDENS CONDO ASSOC	9	ANNUAL	675.00	BERNARD L. STONE	50
ASTOR TERRACE CONDOMINIUM	52	SEMI-ANNUAL	1,950.00	EDWIN W. EISENDRATH	43
AUGUSTA CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
AZTEC CONDOMINIUM ASSOCIATION	16	ANNUAL	1,200.00	EDWIN W. EISENDRATH	43
BALMORAL PLAZA CONDOMINIUMS	60	ANNUAL	1,524.00	PATRICK J O'CONNOR	40
BANBURY HILL CONDO ASSOC	43	SEMI-ANNUAL	1,060.00	ROMAN PUCINSKI	41
BARRY QUADRANGLE CONDO. ASSN.	116	ANNUAL	4,688.00	BERNARD J. HANSEN	44
BEL-HARBOR CONDOMINIUMS	206	SEMI-ANNUAL	2,244.40	BERNARD J. HANSEN	44
BEL-OAKS EAST CONDO.ASSN.INC.	39	ANNUAL	2,597.20	DAVID D. ORR	49
BELGRAVIA TERRACE CONDO. ASSN.	30	SEMI-ANNUAL	1,125.00	EDWIN W. EISENDRATH	43
BELL AND ARTHUR CONDO. ASSN.	15	ANNUAL	848.00	BERNARD L. STONE	50
BELMONT CONDOMINIUM ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
BELMONT HARBOR I CONDOMINIUM	20	ANNUAL	1,500.00	BERNARD J. HANSEN	44
BIRCH TREE MANOR CONDO ASSOC	18	SEMI-ANNUAL	675.00	ROMAN PUCINSKI	41
BLACKSTONE CONDOMINIUM	13	ANNUAL	1,350.00	LAURENCE S BLOOM	05
BOARDWALK CONDOMINIUM ASSN.	30	ANNUAL	969.00	LAURENCE S BLOOM	05
BREWSTER CONDOMINIUM ASSN.	91	ANNUAL	1,605.00	HELEN SHILLER	46
BRIDGEVIEW GARDENS CONDOMINIUM	12	SEMI-ANNUAL	5,711.00	BERNARD J. HANSEN	44
BROMPTON CONDOMINIUM ASSN.	61	ANNUAL	332.00	ROMAN PUCINSKI	41
BRYON-KEDVALE CONDO ASSOC.	8	SEMI-ANNUAL	3,247.20	HELEN SHILLER	46
BUENA PARK CONDO. ASSOC.	12	ANNUAL	900.00	JOSEPH S. KOILARZ JR	35
BURTON COURT CONDOMINIUM ASSN.	5	ANNUAL	375.00	HELEN SHILLER	46
BURTON PLACE CONDOMINIUM	24	ANNUAL	1,800.00	BURTON F. NATARUS	42
BYRON COURTS CONDOMINIUMS	18	ANNUAL	1,350.00	BURTON F. NATARUS	42
BYRON GREYSTONE	12	ANNUAL	900.00	PATRICK J. LEVAR	45
CAMELOT CONDOMINIUM ASSN.	6	SEMI-ANNUAL	225.00	HELEN SHILLER	46
CAMERON CONDOMINIUM ASSN.	12	ANNUAL	900.00	HELEN SHILLER	46
CAMERON COURT CONDO. ASSN.	18	ANNUAL	1,350.00	BURTON F. NATARUS	42
CAPE HAYES CONDOMINIUM ASSN.	12	ANNUAL	900.00	PATRICK J. LEVAR	45
CARL SANDBURG VILLAGE	566	ANNUAL	19,846.00	BURTON F. NATARUS	42
CARL SANDBURG VILLAGE CONDO	615	SEMI-ANNUAL	12,144.00	BURTON F. NATARUS	42
CARL SANDBURG VILLAGE CONDO.	60	ANNUAL	3,500.00	BURTON F. NATARUS	42
CARL SANDBURG VILLAGE CONDO.	567	SEMI-ANNUAL	10,074.00	BURTON F. NATARUS	42

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
CAROUSEL COURT CONDO ASSOC	30	ANNUAL	1,896.00	PATRICK J. LEVAR	45
CASA BONITA CONDOMINIUM ASSN.	46	ANNUAL	2,851.00	MARY ANN SMITH	48
CASSEL CONDOMINIUM ASSOC	30	SEMI-ANNUAL	1,125.00	ROMAN PUCINSKI	41
CHASE-ON-THE-LAKE CONDOMINIUM	47	ANNUAL	3,525.00	MARY ANN SMITH	48
CHATHAM PARK SOUTH COOPERATIVE	112	SEMI-ANNUAL	900.00	JOHN STEELE	06
CHATHAM PARK VILLAGE CONDO	552	ANNUAL	21,663.20	JOHN STEELE	06
CHATHAM TOWERS CONDO. ASSN.	19	ANNUAL	985.00	LORRAINE L. DIXON	08
CHESTERFIELD ON TOWHY CONDO	60	SEMI-ANNUAL	2,250.00	BERNARD L. STONE	50
CHICAGO RESIDENTIAL INC.	104	ANNUAL	7,671.20	EDWIN W. EISENDRATH	43
CHICAGO-CONCORD LANE CONDO.	20	ANNUAL	1,500.00	EDWIN W. EISENDRATH	43
CHIPPEWA APARTMENTS ASSN.	255	ANNUAL	2,640.00	TIMOTHY C. EVANS	04
CITY COMMONS CONDO ASSOC.	62	SEMI-ANNUAL	2,325.00	EDWIN W. EISENDRATH	43
CLAREMONT NORTH CONDOMINIUMS	32	SEMI-ANNUAL	704.00	BERNARD L. STONE	50
CLARENDON-CUYLER CONDO. ASSN.	16	ANNUAL	1,200.00	HELEN SHILLER	45
CLYBURN LOFTS CONDOMINIUMS	55	ANNUAL	3,155.00	EDWIN W. EISENDRATH	43
COASTLAND APARTMENTS, INC.	24	ANNUAL	1,507.00	LAWRENCE S. BLOOM	05
COLONIAL TERRACE CONDOMINIUM	17	ANNUAL	934.00	WILLIAM JP BANKS	36
COLUMBIA ESTATES CONDOMINIUM	19	ANNUAL	1,425.00	DAVID D. ORR	49
COMMONWEALTH TOWER	24	ANNUAL	1,800.00	BERNARD J. HANSEN	44
CONSERVATORY CONDOMINIUM ASSN.	40	SEMI-ANNUAL	1,500.00	EDWIN W. EISENDRATH	43
CORNELL COMMON	16	ANNUAL	1,200.00	LAWRENCE S. BLOOM	05
COURTYARD II CONDOMINIUM ASSN.	18	ANNUAL	768.00	WILLIAM F. KRYSYNIAK	23
DAMEN PARK CONDOMINIUM CORP.	6	ANNUAL	450.00	DAVID D. ORR	49
DARIEN CONDOMINIUM ASSOCIATION	222	SEMI-ANNUAL	3,600.00	BERNARD J. HANSEN	44
DAYTON-DICKENS CONDOMINIUM	15	ANNUAL	1,120.00	EDWIN W. EISENDRATH	43
DEARBORN PARK TOWNHOUSE CONDO	51	ANNUAL	3,825.00	FRED B. ROTI	01
DEARBORN PARK UNIT ONE	144	ANNUAL	10,800.00	FRED B. ROTI	01
DEARBORN TERRACE CONDO. ASSN.	16	ANNUAL	1,190.00	BURTON F. NATARUS	42
DELAWARE BLDG. CORP.	14	SEMI-ANNUAL	525.00	BURTON F. NATARUS	42
DICKENS COURT CONDOMINIUM ASSN	42	ANNUAL	2,763.00	EDWIN W. EISENDRATH	43
DICKENS PLACE CONDO. ASSN.	25	ANNUAL	1,185.70	EDWIN W. EISENDRATH	43
DOORIDGE CONDOMINIUM ASSN.	16	ANNUAL	912.00	TIMOTHY C. EVANS	04
DORAL SOUTH CONDOMINIUM ASSN.	60	ANNUAL	1,680.00	WILLIAM M. BEAVERS	07
EAST LAKEVIEW TOWNHOUSE ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
EDDYSTONE CONDOMINIUM HOMES,	80	SEMI-ANNUAL	3,000.00	BERNARD J. HANSEN	44
EDGEWATER BEACH APTS. CORP.	309	ANNUAL	17,236.80	MARY ANN SMITH	48
EDGEWOOD MANOR III	11	ANNUAL	806.40	BURTON F. NATARUS	42
EDISON FOUNTAIN PLACE CONDO.	14	SEMI-ANNUAL	525.00	ROMAN PUCINSKI	41
EDISON PLACE CONDO ASSOCIATION	27	SEMI-ANNUAL	1,012.50	ROMAN PUCINSKI	41
ELIOT HOUSE CONDOMINIUM ASSN.	324	ANNUAL	22,613.40	BURTON F. NATARUS	42
EMERSON PARK CONDOMINIUM, INC	56	SEMI-ANNUAL	1,572.00	BERNARD L. STONE	50
ESTES COURT CONDOMINIUM	24	ANNUAL	1,018.00	MARY ANN SMITH	48
ESTES/WASHTENAW CONDOMINIUM	12	ANNUAL	816.00	BERNARD L. STONE	50
EUGENIE PARK CONDOMINIUM	32	ANNUAL	1,747.20	EDWIN W. EISENDRATH	43
EVELYN LANE CONDOMINIUM	48	SEMI-ANNUAL	1,566.63	ROMAN PUCINSKI	41

11/28/90

REPORTS OF COMMITTEES

26117

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
FACTORY CONDOMINIUM ASSN.	11	ANNUAL	798.00	EDWIN W. EISENDRATH	43
FAIRBANKS CONDOMINIUM ASSN.	27	ANNUAL	2,025.00	BERNARD J. HANSEN	44
FAULKNER HOUSE CONDOMINIUM	224	SEMI-ANNUAL	1,995.84	BURTON F. NATARUS	42
FIRST KENMORE ASSOCIATES CONDO	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
FITCH PARK CONDOMINIUM ASSN.	30	ANNUAL	1,404.00	BERNARD L. STONE	50
FIVE THOUSAND EAST END AVENUE	104	ANNUAL	4,712.00	TIMOTHY C. EVANS	04
FOREST TOWERS CONDOMINIUM #1	39	ANNUAL	2,542.14	ROMAN PUCINSKI	41
FOREST TOWERS II	39	SEMI-ANNUAL	1,331.58	ROMAN PUCINSKI	41
FOSTER MAGNOLIA CONDO ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
FOSTER TERRACE CONDOMINIUM	11	ANNUAL	825.00	PATRICK J. LEVAR	45
FOUNTAIN PLACE CONDO ASSOC.	11	SEMI-ANNUAL	412.50	ROMAN PUCINSKI	41
FOUNTAINAIRE CONDOMINIUM	29	SEMI-ANNUAL	980.25	PATRICK J. LEVAR	45
FRANCISCO/ROSEMONT CONDOMINIUM	28	ANNUAL	2,061.40	BERNARD L. STONE	50
FRIENDLY VILLAGE #1 CONDO.	18	SEMI-ANNUAL	408.00	ROMAN PUCINSKI	41
FRIENDLY VILLAGE NUMBER TWO	16	SEMI-ANNUAL	408.00	ROMAN PUCINSKI	41
FULERTON-GENEVA CONDO. ASSN.	19	ANNUAL	1,425.00	EDWIN W. EISENDRATH	43
FULTON HOUSE CONDOMINIUM	104	ANNUAL	7,600.00	SHENEATHER BUTLER	27
GALEWOOD SOUTH CONDOMINIUM	12	ANNUAL	900.00	WILLIAM JP BANKS	36
GARFIELD COVE CONDOMINIUM	6	ANNUAL	450.00	WILLIAM F. KRYSIYNIAK	23
GASLIGHT CONDOMINIUM ASSN.	15	ANNUAL	1,125.00	BERNARD J. HANSEN	44
GILL PARK COOPERATIVE	260	SEMI-ANNUAL	8,167.13	HELEN SHILLER	46
GLEN ALBION CONDO. ASSN.	12	ANNUAL	900.00	DAVID D. ORR	49
GLENMONT COURT CONDO. ASSN.	24	SEMI-ANNUAL	900.00	FRED B. ROTI	01
GOODFRIEND CONDOMINIUM ASSN.	10	ANNUAL	750.00	TIMOTHY C. EVANS	04
GORDON TERRACE CONDO ASSOC.	22	ANNUAL	1,202.00	HELEN SHILLER	46
GRACE CONDOMINIUM ASSOCIATION	20	ANNUAL	1,500.00	HELEN SHILLER	46
GRACE STREET CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
GRANVILLE BEACH CONDO. ASSN.	312	SEMI-ANNUAL	7,542.64	MARY ANN SMITH	48
GRANVILLE COURTS CONDOMINIUMS	6	ANNUAL	450.00	BERNARD L. STONE	50
GRANVILLE TOWERS CONDO. ASSOC.	154	ANNUAL	8,763.00	MARY ANN SMITH	48
GREENLEAF BEACH CONDO. CORP.	26	ANNUAL	1,950.00	DAVID D. ORR	49
GREENLEAF CONDOMINIUM ASSN.	29	SEMI-ANNUAL	649.00	MARY ANN SMITH	48
GREENVIEW BUILDINGS CORPORATION	24	ANNUAL	1,531.00	DAVID D. ORR	49
GREENVIEW PASSAGE CONDO. ASSN.	30	ANNUAL	2,180.29	TERRY M. GABINSKI	32
GREENWOOD WEST CO-OPERATIVE	36	SEMI-ANNUAL	752.00	ARENDA TROUTMAN	20
GREGORY COURT CONDOMINIUM ASSN	36	SEMI-ANNUAL	1,350.00	MARK J. FARY	12
GROVE CONDO ASSOCIATION	10	ANNUAL	723.00	LORRAINE L. DIXON	08
GROVE VENTURE CONDOMINIUM	10	ANNUAL	705.00	LORRAINE L. DIXON	08
GUNNISON POINT CONDO ASSOC	32	ANNUAL	1,104.00	PATRICK J. LEVAR	45
HAMPODEN COURT CONDOMINIUM ASSN	23	ANNUAL	1,725.00	EDWIN W. EISENDRATH	43
HANOVER CONDOMINIUM	168	SEMI-ANNUAL	3,200.60	BURTON F. NATARUS	42
HAUTHORNE COURT TOWNHOME CONDO	80	SEMI-ANNUAL	2,485.00	BERNARD J. HANSEN	44
HAZELTON CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
HEATHER OAKS CONDOMINIUM ASSN.	30	ANNUAL	1,332.70	BERNARD J. HANSEN	44
HIGGINS TERRACE CONDO ASSN.	8	SEMI-ANNUAL	300.00	ROMAN PUCINSKI	41

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
HIGH RIDGE CONDOMINIUM ASSN.	19	ANNUAL	1,123.00	BERNARD L. STONE	50
HIGH RIDGE EAST CONDOMINIUM	14	ANNUAL	700.00	DAVID D. ORR	49
HIGHLAND TERRACE CONDO. ASSN.	40	ANNUAL	1,794.00	ALLAN STREETER	17
HOLLYWOOD TERRACE CONDO. ASSN.	58	ANNUAL	2,359.50	MARY ANN SMITH	48
HOLLYWOOD TOWERS CONDO ASSOC.	541	SEMI-ANNUAL	1,958.00	MARY ANN SMITH	48
HORIZON HOUSE CONDO. ASSOC	110	SEMI-ANNUAL	4,125.00	MARY ANN SMITH	48
IMPERIAL TOWERS CONDO ASSOC.	862	SEMI-ANNUAL	14,388.00	HELEN SHILLER	46
INDIAN BOUNDARY COURT CONDO AS	24	ANNUAL	1,800.00	BERNARD L. STONE	50
INNISBROOK CONDO #3	54	ANNUAL	4,050.00	ROMAN PUCINSKI	41
INNISBROOK CONDO ASSOC. #5	54	SEMI-ANNUAL	2,025.00	ROMAN PUCINSKI	41
INNISBROOK CONDO BLDG. #1	54	SEMI-ANNUAL	2,025.00	ROMAN PUCINSKI	41
JANIS COURTS ASSOCIATION	18	SEMI-ANNUAL	675.00	PATRICK J. LEVAR	45
JARVIS ON THE LAKE CONDOMINIUM	92	ANNUAL	4,087.00	DAVID D. ORR	49
JEFFERSONIAN CONDOMINIUM ASSOC	12	ANNUAL	741.00	PATRICK J. LEVAR	45
JUNEWAY BUILDING CORPORATION	18	ANNUAL	1,350.00	DAVID D. ORR	49
KATHLEEN CONDOMINIUM	9	SEMI-ANNUAL	333.00	ROMAN PUCINSKI	41
KEELER ARMS	9	SEMI-ANNUAL	337.50	PATRICK J. LEVAR	45
KEEP ON KENWOOD CONDO.	19	ANNUAL	1,425.00	LAURENCE S BLOOM	05
KENMORE CONDO. ASSN., INC.	6	SEMI-ANNUAL	225.00	BURTON F. NATARUS	42
KENMORE TOWNHOUSE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
KENMORE-LELAND WEST CONDO.	13	ANNUAL	975.00	HELEN SHILLER	46
KENWOOD GREEN CONDOMINIUM	21	ANNUAL	1,406.00	LAURENCE S BLOOM	05
KERRY COURTS CONDOMINIUM ASSN.	9	ANNUAL	624.00	HELEN SHILLER	46
KEYSTONE COURTS CONDO ASSOC #2	12	ANNUAL	742.50	PATRICK J. LEVAR	45
KEYSTONE COURTS CONDO. ASSN. #1	15	ANNUAL	508.20	PATRICK J. LEVAR	45
KEYSTONE GARDENS CONDO #2	24	ANNUAL	1,578.80	PATRICK J. LEVAR	45
KIMBARK CROSSING CONDO. ASSN.	24	ANNUAL	1,800.00	LAURENCE S BLOOM	05
KINGS COURT CONDO ASSOCIATION	42	ANNUAL	1,680.00	JOHN S. MAORZYK	13
LABELLA CASA CONDOMINIUM	12	SEMI-ANNUAL	450.00	MICHAEL F. SHEAHAN	19
LAFAYETTE PLAZA HOUSING COOP	196	SEMI-ANNUAL	2,598.00	ALLAN STREETER	17
LAKE EDGE CO-OPERATIVE	24	ANNUAL	1,148.00	WILLIAM M. BEAVERS	07
LAKE PARK PLAZA CONDO ASSOC.	448	SEMI-ANNUAL	13,999.02	HELEN SHILLER	46
LAKE POINT TOWER CONDO. ASSN.	874	ANNUAL	63,066.00	BURTON F. NATARUS	42
LAKE TERRACE TOWNHOME OWNERS'	42	ANNUAL	3,150.00	DAVID D. ORR	49
LAKEVIEW PLACE CONDO ASSOC.	33	ANNUAL	1,914.00	MARY ANN SMITH	48
LARABEE COMMONS CONDOMINIUM	49	ANNUAL	3,396.00	EDWIN W. EISENDRATH	43
LASALLE TERRACE CONDO ASSOC.	141	SEMI-ANNUAL	4,031.82	BURTON F. NATARUS	42
LAURENCE PLACE CONDO ASSOC	24	SEMI-ANNUAL	788.76	ROMAN PUCINSKI	41
LECCOUR CONDOMINIUM	27	SEMI-ANNUAL	1,012.50	THOMAS W. CULLERTON	38
LELAND HOUSE CONDO. ASSN.	10	SEMI-ANNUAL	375.00	THOMAS W. CULLERTON	38
LIFESTYLE 2 CONDOMINIUM	6	ANNUAL	225.00	DAVID D. ORR	49
LINCOLN PARK VILLAS CONDO.	44	ANNUAL	2,732.00	EDWIN W. EISENDRATH	43
LINDENWOOD TERRACE CONDO.	15	ANNUAL	28.00	ANTHONY C. LAURINO	39
LONDON TOWNE HOUSES	801	SEMI-ANNUAL	24,159.60	LORRAINE L. OTXON	08
LOWELL HOUSE CONDO ASSOC.	252	SEMI-ANNUAL	3,284.86	BURTON F. NATARUS	42

11/28/90

REPORTS OF COMMITTEES

26119

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
MAGNOLIA TOWN HOME ASSOC.	8	ANNUAL	600.00	EDWIN U.. EISENDRATH	43
MANGO GARDENS CONDOMINIUM	14	ANNUAL	992.00	PATRICK J. LEVAR	45
MARANATHA CONDOMINIUM ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
MARGATE TERRACE CONDO ASSN.	38	ANNUAL	1,294.00	MARY ANN SMITH	48
MASON MANOR, INC.	24	ANNUAL	1,419.00	DANNY K. DAVIS	29
MASTERCRAFT CONDOMINIUMS	16	ANNUAL	1,200.00	EDWIN U.. EISENDRATH	43
MEMORNEE LANE CONDOMINIUM	14	ANNUAL	1,050.00	EDWIN U.. EISENDRATH	43
MERRILL STREET COOPERATIVE	6	SEMI-ANNUAL	225.00	LAURENCE S BLOOM	05
METALWORKS CONDOMINIUM ASSN.	20	ANNUAL	472.00	BERNARD J. HANSEN	44
MEUS ON DORECHESTER CONDO.	25	ANNUAL	1,584.00	LAURENCE S BLOOM	05
MIDWAY APARTMENT BUILDING CORP	38	ANNUAL	1,800.00	LAURENCE S BLOOM	05
MIDWAY VIEW APARTMENTS	20	SEMI-ANNUAL	459.00	LAURENCE S BLOOM	05
MILWAUKEE COURTS CONDO ASSN.	18	ANNUAL	1,349.50	PATRICK J. LEVAR	45
MONTROSE MANOR CONDOMINIUM	12	ANNUAL	900.00	HELEN SHILLER	46
MORSE CONDOMINIUM ASSOCIATION	6	ANNUAL	450.00	FRED B. ROTI	01
NAVARRA CONDO. ASSOC.	6	ANNUAL	450.00	DAVID D. ORR	42
NEUBERRY MANSION, INC	6	ANNUAL	450.00	BURTON F. NATARUS	42
NEUBERRY PLAZA CONDO. ASSOC.	624	SEMI-ANNUAL	13,830.00	BURTON F. NATARUS	42
NEUGARD SQUARE CONDOMINIUM	12	ANNUAL	900.00	DAVID D. ORR	49
NEUPORT CONDOMINIUM ASSN.	728	SEMI-ANNUAL	3,360.00	TIMOTHY C. EVANS	04
NIAGARA NORTH CONDO ASSOC.	20	SEMI-ANNUAL	750.00	ROMAN PUCINSKI	41
NORHANDY CONDOMINIUM	24	SEMI-ANNUAL	900.00	ROMAN PUCINSKI	41
NORTH BEACH CONDOMINIUM ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
NORTHWEST TERRACE CONDO ASSOC.	34	SEMI-ANNUAL	999.80	ROMAN PUCINSKI	41
NORWOOD COURT INC	36	SEMI-ANNUAL	1,350.00	ROMAN PUCINSKI	41
NORWOOD MANOR CONDO. ASSN.	26	ANNUAL	1,201.75	ROMAN PUCINSKI	41
NORWOOD PLACE CONDOMINIUM ASSN	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
NORWOOD VILLAGE CONDOMINIUM	8	ANNUAL	600.00	ROMAN PUCINSKI	41
OAKDALE TOWERS CONDOMINIUM	58	ANNUAL	4,116.00	BERNARD J. HANSEN	44
OAKLEY PLACE CONDOMINIUM	5	ANNUAL	375.00	BERNARD L. STONE	50
OLCOTT VISTA CONDO ASSOC	9	ANNUAL	675.00	WILLIAM JP BANKS	36
ONE EAST SCOTT CONDO. ASSOC.	240	SEMI-ANNUAL	3,540.00	BURTON F. NATARUS	42
ORCHARD GARDENS CONDO. ASSN.	8	ANNUAL	600.00	EDWIN U.. EISENDRATH	43
ORLEANS CONDO ASSN.	63	ANNUAL	4,596.50	PATRICK J. LEVAR	45
OXFORD HOMES CONDOMINIUM ASSN.	21	ANNUAL	780.00	LAURENCE S BLOOM	05
PARK ASTOR CONDOMINIUM	67	ANNUAL	4,285.00	EDWIN U.. EISENDRATH	43
PARK EDGEWATER CONDOMINIUM	103	SEMI-ANNUAL	2,834.20	MARY ANN SMITH	48
PARK GARDEN CO-OP APT. CORP.	18	ANNUAL	1,350.00	BERNARD L. STONE	50
PARK HARBOR CONDO. ASSN.	101	SEMI-ANNUAL	1,806.00	HELEN SHILLER	46
PARK LAURENCE CONDO. ASSOC.	14	ANNUAL	804.00	PATRICK J. LEVAR	45
PARK MANOR CONDO ASSOCIATION	6	ANNUAL	450.00	BERNARD L. STONE	50
PARK PLACE CONDO NO. 1	12	ANNUAL	900.00	PATRICK J O'CONNOR	40
PARK PLACE CONDOMINIUM II	12	ANNUAL	640.00	ROBERT T. KELLAM	18
PARK PLACE CONDOMINIUM III	18	ANNUAL	924.00	ROBERT T. KELLAM	18
PARK PLACE III CONDO ASSOC.	16	ANNUAL	924.00	ROBERT T. KELLAM	18

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 11/28/90

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PARK PLACE IV CONDO. ASSOC.	18	ANNUAL	924.00	ROBERT T. KELLAM	18
PARK TOWER CONDO. ASSOCIATION	728	SEMI-ANNUAL	16,588.85	MARY ANN SMITH	48
PARKSIDE ON CLARENDON	16	ANNUAL	1,200.00	HELEN SHILLER	46
PATTERSON-PINE GROVE CONDO.	30	ANNUAL	1,300.50	HELEN SHILLER	46
PAULINA TERRACE CONDO. ASSOC.	20	SEMI-ANNUAL	750.00	PATRICK J. LEVAR	45
PICKFORD CONDOMINIUM ASSN.	20	ANNUAL	1,500.00	BERNARD J. HANSEN	44
PIERRE CONDOMINIUM ASSOCIATION	102	ANNUAL	6,435.50	EDWIN W. EISENDRATH	43
PINE GROVE APT. BLDG. CORP.	20	ANNUAL	1,500.00	HELEN SHILLER	46
PRATT SHORE CONDO ASSOCIATION	28	SEMI-ANNUAL	726.00	DAVID D. ORR	49
PROMENTORY APARTMENTS TRUST	122	ANNUAL	1,260.00	LAWRENCE S. BLOOM	05
PRUITT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL	300.00	TIMOTHY C. EVANS	04
PUEBLO COMMONS CONDO. ASSN.	208	ANNUAL	8,446.00	ROMAN PUCINSKI	41
RAVEN PLACE CONDOMINIUM ASSN.	34	SEMI-ANNUAL	1,112.82	ROMAN PUCINSKI	41
RENAISSANCE CONDO.	32	SEMI-ANNUAL	1,200.00	MARY ANN SMITH	48
RIDGEWOOD ESTATES CONDO ASSOC.	92	SEMI-ANNUAL	1,836.00	BERNARD L. SIDNE	50
RIVIERA CONDOMINIUM	18	SEMI-ANNUAL	675.00	DAVID D. ORR	49
ROSCOE WOODS CONDOMINIUM	28	SEMI-ANNUAL	1,020.00	THOMAS W. CULLERTON	38
SANGANON LOFT	81	ANNUAL	5,222.80	FRED B. ROTI	01
SHAKESPEARE BUILDING CORP.	24	ANNUAL	1,800.00	EDWIN W. EISENDRATH	43
SHERIDAN SHORES CONDOMINIUM	74	ANNUAL	2,748.00	MARY ANN SMITH	48
SHERIDAN-BRIAR NORTH CONDO.	17	ANNUAL	1,275.00	BERNARD J. HANSEN	44
SHERWIN ON THE LAKE CONDO.	118	ANNUAL	2,888.00	DAVID D. ORR	49
SHORELINE TOWERS CONDOMINIUM	377	SEMI-ANNUAL	6,330.00	DAVID D. ORR	49
SODA-POP FACTORY CONDO. ASSN.	9	ANNUAL	675.00	EDWIN W. EISENDRATH	43
ST. MICHAEL'S HOMEOWNERS	97	ANNUAL	5,398.50	EDWIN W. EISENDRATH	43
STREETERVILLE CENTER CONDO	161	SEMI-ANNUAL	3,992.88	BURTON F. NATARUS	42
SUN VILLA CONDO	9	SEMI-ANNUAL	280.00	JOSEPH S. KOILARZ JR	35
SURFSIDE CONDOMINIUM	188	ANNUAL	5,197.80	MARY ANN SMITH	48
SUTTON PLACE TOWNHOMES	50	ANNUAL	396.00	BURTON F. NATARUS	42
THE BRIGHTON OF LINCOLN PARK	73	ANNUAL	2,420.00	EDWIN W. EISENDRATH	13
THE BROWNSTONE CONDOMINIUMS	75	ANNUAL	3,630.00	EDWIN W. EISENDRATH	43
THE CARLYLE APTS. HOMEOWNERS	128	SEMI-ANNUAL	3,445.54	BURTON F. NATARUS	42
THE CORNELIA LOFTS CONDO. ASSN	20	ANNUAL	927.00	EDWIN W. EISENDRATH	43
THE HAMPODEN GREEN CONDO ASSN.	206	SEMI-ANNUAL	1,960.00	EDWIN W. EISENDRATH	43
THE MALIBU CONDOMINIUM	357	SEMI-ANNUAL	5,938.24	MARY ANN SMITH	48
THE MARLBOROUGH CONDO. ASSN.	106	ANNUAL	7,260.00	EDWIN W. EISENDRATH	43
THE NARRAGANSETT CONDO ASSOC.	63	ANNUAL	2,697.00	TIMOTHY C. EVANS	04
THE PARK CONDOMINIUM ASSOC.	45	SEMI-ANNUAL	180.00	PATRICK J. LEVAR	45
THE PARKSHORE ASSOCIATED	115	ANNUAL	5,600.00	LAWRENCE S. BLOOM	05
THE PLAZA ON DEWITT COND ASSC	407	SEMI-ANNUAL	6,376.00	BURTON F. NATARUS	42
THE RUSKIN APARTMENTS, INC.	15	ANNUAL	1,122.00	LAWRENCE S. BLOOM	05
THE STATESMAN CONDOMINIUM ASSN	90	SEMI-ANNUAL	2,690.20	MARY ANN SMITH	48
THE TOWERS CONDOMINIUM ASSOC.	206	SEMI-ANNUAL	3,003.00	BURTON F. NATARUS	42
THE WELLINGTON PLACE CONDO.	117	ANNUAL	3,660.00	BERNARD J. HANSEN	44
THE 2736 N. HAMPDEN CT. CONDO.	16	ANNUAL	1,200.00	EDWIN W. EISENDRATH	43

11/28/90

REPORTS OF COMMITTEES

26121

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
THIRTY EAST ELM CONDO ASSOC.	123	SEMI-ANNUAL	900.00	BURTON F. NATARUS	42
THORNDALE BEACH NORTH CONDO	151	SEMI-ANNUAL	2,934.00	MARY ANN SMITH	48
THORNDALE BEACH SOUTH CONDO	227	SEMI-ANNUAL	4,740.00	MARY ANN SMITH	48
THORNDALE CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
THORNDALE EAST CONDO. ASSN.	12	ANNUAL	900.00	MARY ANN SMITH	48
THREE OAKS CONDOMINIUM ASSN.	36	ANNUAL	1,140.00	WILLIAM F. KRYSYNYIAK	23
TIARA HOMEOWNERS ASSOCIATION	100	SEMI-ANNUAL	1,544.00	MARY ANN SMITH	48
TIPPANY SQUARE CONDO ASSOC.	6	ANNUAL	450.00	DAVID D. ORR	49
TOWNHOMES OF DIVERSEY HARBOR	10	ANNUAL	302.50	BERNARD J. HANSEN	44
TUDOR MANOR CONDOMINIUM ASSN.	19	ANNUAL	1,386.00	PATRICK J. O'CONNOR	40
TWIN GABLES CONDOMINIUM ASSN.	20	ANNUAL	1,500.00	BERNARD L. STONE	50
TWO HUNDRED NINE LAKE SHORE	54	SEMI-ANNUAL	2,025.00	BURTON F. NATARUS	42
UNIVERSITY COMMONS CONDOMINIUM	30	ANNUAL	1,758.00	LAURENCE S. BLOOM	05
VEDADO CONDOMINIUM ASSOCIATION	27	ANNUAL	1,648.00	EDWIN W. EISENDRATH	43
VERNON PARK CONDOMINIUM ASSN.	49	ANNUAL	3,675.00	FRED B. ROTI	01
VISTA HOMES BUILDING CORP.	120	ANNUAL	6,301.10	LAURENCE S. BLOOM	05
WALTON STREET APARTMENTS	24	SEMI-ANNUAL	900.00	BURTON F. NATARUS	42
WARWICK CONDOMINIUM ASSN.	55	SEMI-ANNUAL	2,062.50	EDWIN W. EISENDRATH	43
WASHINGTON HOUSE CONDO ASSOC	41	SEMI-ANNUAL	1,537.50	THOMAS W. CULLERTON	38
WATERGATE EAST CONDOMINIUM	32	ANNUAL	2,400.00	TIMOTHY C. EVANS	04
WATERLOO COURT CONDO. ASSN.	25	ANNUAL	1,675.00	MARY ANN SMITH	48
WAVELAND COURTS CONDO ASSOC.	50	ANNUAL	3,321.00	HELEN SHILLER	46
WAVELAND/RACINE CONDO. ASSN.	23	ANNUAL	1,420.00	BERNARD J. HANSEN	44
WELLINGTON MANOR CONDO. ASSN.	12	ANNUAL	900.00	BERNARD J. HANSEN	44
WEST EDGEWATER CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
WILLIAMSBURG CONDOMINIUM	18	SEMI-ANNUAL	670.50	ROMAN PUCINSKI	41
WILLOW-DAYTON CONDOMINIUM ASSN	41	ANNUAL	3,075.00	EDWIN W. EISENDRATH	43
WIMBLEDON COURT #1 CONDO. ASSN	6	ANNUAL	408.00	WILLIAM F. KRYSYNYIAK	23
WINCHESTER COURT CONDO ASSOC.	38	ANNUAL	1,586.00	BERNARD L. STONE	50
WINDSOR COURT CONDOMINIUM NO.1	18	ANNUAL	1,305.15	PATRICK J. LEVAR	45
WINSTON COURT CONDOMINIUM	23	ANNUAL	1,140.00	TIMOTHY C. EVANS	04
WOLFRAH-HALSTED CONDOMINIUM	8	ANNUAL	600.00	EDWIN W. EISENDRATH	43
WRIGHTWOOD BURLING PLACE CONDO	30	ANNUAL	1,077.00	EDWIN W. EISENDRATH	43
YELLOW FACE CONDOMINIUM ASSN.	7	ANNUAL	525.00	BERNARD J. HANSEN	44
YESTERYEAR CONDOMINIUM ASSN.	30	ANNUAL	1,917.00	EUGENE C. SCHULTER	47
100 E. WALTON CONDO ASSOC.	248	SEMI-ANNUAL	4,320.00	BURTON F. NATARUS	42
1000 CONDOMINIUM ASSOCIATION	135	SEMI-ANNUAL	2,671.20	BURTON F. NATARUS	42
1041-47 BELDEN CONDOMINIUM	12	ANNUAL	900.00	EDWIN W. EISENDRATH	43
1100 W. MONTANA CONDOMINIUM	22	ANNUAL	1,579.50	EDWIN W. EISENDRATH	43
1110 N. LAKE SHORE DRIVE	74	SEMI-ANNUAL	2,580.00	MARY ANN SMITH	48
1147 WEST OHIO CONDO. ASSN.	22	ANNUAL	1,650.00	FRED B. ROTI	01
1234 MADISON PARK CONDOMINIUM	12	SEMI-ANNUAL	420.00	TIMOTHY C. EVANS	04
1235-45 ASIOR STREET BUILDING	9	ANNUAL	675.00	BURTON F. NATARUS	42
1245 N. DEARBORN CONDO. ASSN.	10	ANNUAL	750.00	BURTON F. NATARUS	42
1246-48 W. ALBION	6	ANNUAL	450.00	DAVID D. ORR	49

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
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MEETING DATE 11/28/90

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1300 LAKE SHORE DRIVE CONDO	150	SEMI-ANNUAL	3,646.50	EDWIN W.. EISENDRATH	43
1300 N. LASALLE ASSOCIATION	7	ANNUAL	525.00	BURTON F. NATARUS	42
1319-21 W. ARDMORE CONDO. ASSOC	6	ANNUAL	450.00	MARY ANN SMITH	48
1320 N. STATE CO-OP APTS.	40	SEMI-ANNUAL	1,500.00	EDWIN W.. EISENDRATH	43
1330 N. LASALLE STREET CONDO.	26	ANNUAL	1,950.00	BURTON F. NATARUS	42
1350 N. ASTOR CO-OP APTS., INC.	50	ANNUAL	3,596.40	EDWIN W.. EISENDRATH	43
1354-56 HYDE PARK CONDO. ASSN.	3	ANNUAL	225.00	TIMOTHY C. EVANS	04
1400-12 E. 56TH ST. CONDO. ASSOC	19	SEMI-ANNUAL	712.50	LAURENCE S. BLOOM	05
1415 DEARBORN PKWY CONDO ASSOC	95	SEMI-ANNUAL	3,562.50	EDWIN W.. EISENDRATH	43
1465-67 CATALPA CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	48
1530 N. DEARBORN CONDO. ASSN.	50	SEMI-ANNUAL	1,675.00	BURTON F. NATARUS	42
1540 LAKE SHORE DRIVE CORP.	29	ANNUAL	2,175.00	EDWIN W.. EISENDRATH	43
1540 STATE PARKWAY CONDO.	62	ANNUAL	4,308.75	EDWIN W.. EISENDRATH	43
1550 CONDOMINIUM ASSOCIATION	202	ANNUAL	7,620.00	EDWIN W.. EISENDRATH	43
1555 N. ASIOR CONDOMINIUM	114	ANNUAL	7,710.00	EDWIN W.. EISENDRATH	43
159 GÖTHE CONDOMINIUM ASSN.	14	ANNUAL	1,013.00	BURTON F. NATARUS	42
160-170 W. GÖTHE CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BURTON F. NATARUS	42
1629-31 WEST FARGO CONDO. CORP.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
1633 W. THOME CONDO. ASSN.	20	ANNUAL	1,104.00	BERNARD L. STONE	50
1844 NORTH SEAGWICK CONDO. ASSN.	5	ANNUAL	375.00	EDWIN W.. EISENDRATH	43
1875 BURLING CONDOMINIUM ASSN.	6	ANNUAL	450.00	EDWIN W.. EISENDRATH	43
1950 W. FARGO CONDO ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
200 EAST PEARSON CORPORATION	10	ANNUAL	750.00	BURTON F. NATARUS	42
2007 N. SEAGWICK CONDOMINIUM	40	ANNUAL	3,000.00	EDWIN W.. EISENDRATH	43
2016 CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL	262.50	EDWIN W.. EISENDRATH	43
2020 LINCOLN PARK WEST CONDO.	433	SEMI-ANNUAL	5,267.02	EDWIN W.. EISENDRATH	43
2024-34 EAST 72ND PLACE ASSOC	18	SEMI-ANNUAL	660.00	LAURENCE S. BLOOM	05
2039-49 EAST 72ND STREET	18	ANNUAL	908.00	LAURENCE S. BLOOM	05
2049 AINSLIE CONDOMINIUM	12	SEMI-ANNUAL	450.00	HELEN SHILLER	46
21 E. CHESTNUT CONDO ASSOC.	161	SEMI-ANNUAL	2,872.20	BURTON F. NATARUS	42
2107 W. JARVIS CONDOMINIUM	6	ANNUAL	450.00	DAVID D. ORR	49
2127-35 N. HARLEM CONDO. ASSN.	33	ANNUAL	1,536.00	WILLIAM JP BANKS	36
2151 NORTH HARLEM BUILDING	12	ANNUAL	900.00	WILLIAM JP BANKS	36
2155 N. HARLEM AVENUE BUILDING	12	ANNUAL	900.00	WILLIAM JP BANKS	36
222 E. CHESTNUT CONDO. ASSN.	46	ANNUAL	2,953.00	BURTON F. NATARUS	42
2225 N. HALSTED CONDO. ASSN.	24	ANNUAL	1,680.00	EDWIN W.. EISENDRATH	43
2309-19 COMMONWEALTH CONDO.	31	ANNUAL	1,720.80	EDWIN W.. EISENDRATH	43
2318-26 NORTH SHEFFIELD CONDO.	34	ANNUAL	1,275.00	EDWIN W.. EISENDRATH	43
2333 N. GENEVA TERRACE CONDO	20	SEMI-ANNUAL	750.00	EDWIN W.. EISENDRATH	43
2335 N. COMMONWEALTH CONDO.	41	SEMI-ANNUAL	2,882.00	EDWIN W.. EISENDRATH	43
2336 N. COMMONWEALTH CONDO.	48	ANNUAL	1,638.50	EDWIN W.. EISENDRATH	43
2400 LAKEVIEW CONDO. ASSN.	262	ANNUAL	7,966.33	EDWIN W.. EISENDRATH	43
2430 N. LAKEVIEW AVE. CO-OP	486	ANNUAL	3,925.20	EDWIN W.. EISENDRATH	43
2450 N. LAKEVIEW CONDO. ASSN.	11	ANNUAL	825.00	EDWIN W.. EISENDRATH	43
247 E. CHESTNUT CONDO ASSOC	89	SEMI-ANNUAL	2,250.00	BURTON F. NATARUS	42

11/28/90

REPORTS OF COMMITTEES

26123

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
2601 W. FOSTER AVENUE CONDO.	7	ANNUAL	525.00	WILLIAM JP BANKS	36
2660 N. BOSWORTH CONDO. ASSN.	6	ANNUAL	450.00	EDWIN W. EISENDORATH	43
2828 N. BURLING CONDOMINIUM	60	ANNUAL	2,120.10	BERNARD J. HANSEN	44
2909 N. SHERIDAN ROAD CONDO.	223	SEMI-ANNUAL	2,680.00	BERNARD J. HANSEN	44
2912 CONDOMINIUM ASSOCIATION	26	SEMI-ANNUAL	975.00	BERNARD J. HANSEN	44
30 E. DIVISION CONDO ASSOC.	72	SEMI-ANNUAL	2,700.00	BURTON F. NATARUS	42
3110 N. SHERIDAN ROAD CONDO.	109	SEMI-ANNUAL	2,792.00	BERNARD J. HANSEN	44
3150 CONDOMINIUM	204	SEMI-ANNUAL	4,493.75	BERNARD J. HANSEN	44
3150 NORTH SHERIDAN ROAD CONDO	106	SEMI-ANNUAL	3,190.92	BERNARD J. HANSEN	44
317 W. BELDEN CONDOMINIUM	19	SEMI-ANNUAL	712.50	MARY ANN SMITH	48
320 DAKDALE CONDOMINIUM	51	ANNUAL	3,825.00	BERNARD J. HANSEN	44
3314 CONDOMINIUM ASSOCIATION	30	SEMI-ANNUAL	849.87	BERNARD J. HANSEN	44
336 WELINGTON CONDO. ASSN.	120	SEMI-ANNUAL	2,556.00	BERNARD J. HANSEN	44
339 W. BARRY HOMEOWNERS ASSN.	68	ANNUAL	2,842.50	BERNARD J. HANSEN	44
3520 LAKE SHORE DRIVE CONDO.	166	ANNUAL	8,407.00	HELEN SHILLER	46
3532 PINE GROVE CONDO. ASSN.	26	ANNUAL	1,950.00	HELEN SHILLER	46
3550 CONDOMINIUM ASSOCIATION	728	ANNUAL	18,576.00	HELEN SHILLER	46
3600 N. PINE GROVE CONDO ASSOC	55	ANNUAL	2,340.00	HELEN SHILLER	46
3618 N. FREMONT CONDO. ASSN.	4	ANNUAL	300.00	HELEN SHILLER	46
3631 PINE GROVE CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
368 W. HURON CONDOMINIUM ASSN.	6	ANNUAL	397.00	BURTON F. NATARUS	47
3700-20 N. LAKE SHORE DRIVE	52	ANNUAL	3,900.00	DOROTHY J. TILLMAN	03
3730-40 LAKE SHORE DR. CONDO	62	SEMI-ANNUAL	2,250.00	HELEN SHILLER	46
3750 LAKE SHORE DRIVE INC.	132	SEMI-ANNUAL	2,888.56	HELEN SHILLER	46
3800 N. LAKE SHORE DRIVE	95	ANNUAL	7,125.00	HELEN SHILLER	46
3825 CONDOMINIUM ASSOCIATION	94	ANNUAL	4,980.80	HELEN SHILLER	46
3825-27 N. KENMORE CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
3900 LAKE SHORE DRIVE CONDO.	240	SEMI-ANNUAL	22,720.00	HELEN SHILLER	46
3950 NORTH LAKE SHORE DRIVE	658	ANNUAL	1,237.50	EDWIN W. EISENDORATH	43
399 CORPORATION	33	SEMI-ANNUAL	2,628.00	FRED B. ROTT	01
400 S. GREEN STREET LOFT	92	ANNUAL	675.00	PATRICK J. LEVAR	45
4126-28 W. CULLOM CONDO. ASSN.	9	ANNUAL	1,090.00	BERNARD J. HANSEN	44
420 ALDINE CONDO. ASSN.	72	SEMI-ANNUAL	2,742.00	HELEN SHILLER	46
4200 W. MARINE DRIVE CONDO.	65	ANNUAL	450.00	BERNARD J. HANSEN	44
421 DAKDALE AVENUE CONDO. ASSN	6	ANNUAL	628.00	PATRICK J. LEVAR	45
4236 N. KEDVALE CONDO. ASSN.	10	ANNUAL	1,710.00	HELEN SHILLER	46
4300 MARINE DRIVE CONDOMINIUM	90	SEMI-ANNUAL	1,700.00	HELEN SHILLER	46
4310-22 CLARENDON CONDO. ASSN.	45	ANNUAL	300.00	BERNARD J. HANSEN	44
433 W. WELINGTON CONDO ASSN.	8	SEMI-ANNUAL	13,800.00	HELEN SHILLER	46
4343 CLARENDON CONDO ASSOC	450	ANNUAL	1,134.00	BERNARD J. HANSEN	44
438-448 SURF CONDOMINIUM	45	SEMI-ANNUAL	450.00	BERNARD J. HANSEN	44
440 ALDINE CONDOMINIUM ASSN.	6	ANNUAL	900.00	BERNARD J. HANSEN	44
442 WELINGTON COOPERATIVE	24	SEMI-ANNUAL	193.00	EDWIN W. EISENDORATH	43
455 W. GRANT PLACE CONDO.	16	ANNUAL	1,008.60	EDWIN W. EISENDORATH	43
455 W. ST. JAMES CONDOMINIUMS	28	ANNUAL			

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
460 W. BARRY CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
4744 PAULINA CONDOMINIUM ASSN	10	ANNUAL	750.00	EUGENE C. SCHULTER	47
4747 KENWOOD CONDOMINIUM	12	ANNUAL	900.00	TIMOTHY C. EVANS	04
4850-54 N. LINDER BUILDING	18	SEMI-ANNUAL	648.00	PATRICK J. LEVAR	45
4880 MARINE DRIVE CONDO. ASSN.	119	ANNUAL	2,610.80	MARY ANN SMITH	48
4900 MARINE DRIVE CONDO. ASSN.	82	SEMI-ANNUAL	1,584.00	MARY ANN SMITH	48
4900 N. LESTER CONDOMINIUM	8	ANNUAL	600.00	PATRICK J. LEVAR	45
4939 SOUTH OGDEN CONDO.	31	ANNUAL	1,704.00	TIMOTHY C. EVANS	04
50 E. BELLEVUE CONDOMINIUM	142	SEMI-ANNUAL	5,325.00	BURTON F. NATARUS	42
5000 CORNELL CONDOMINIUM ASSN.	77	ANNUAL	946.40	TIMOTHY C. EVANS	04
501 W. BELMONT CONDOMINIUM	19	ANNUAL	1,425.00	BERNARD J. HANSEN	44
5100 HYDE PARK CONDOMINIUM	56	ANNUAL	4,200.00	TIMOTHY C. EVANS	04
511 WEST MELROSE CONDO ASSC	55	SEMI-ANNUAL	2,040.00	BERNARD J. HANSEN	44
512 W. BELDEN CONDO ASSOC	25	ANNUAL	1,122.00	EDWIN W. EISENDRATH	43
5155/59 N. EAST RIVER RD.	72	SEMI-ANNUAL	1,112.00	ROMAN PUCINSKI	41
5200 DORCHESTER CONDOMINIUM	31	ANNUAL	1,878.00	TIMOTHY C. EVANS	04
5237 N. EAST RIVER ROAD CONDO.	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
527-37 W. BROMPTON CONDOMINIUM	28	ANNUAL	1,635.72	HELEN SHILLER	46
530 BARRY CONDOMINIUM ASSN.	32	ANNUAL	2,400.00	BERNARD J. HANSEN	44
5312-18 SOUTH HYDE PARK BLVD.	12	ANNUAL	900.00	LAURENCE S. BLOOM	05
5318-20 KIMBARK CONDOMINIUM	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5340-44 HYDE PARK CONDOMINIUM	12	ANNUAL	900.00	LAURENCE S. BLOOM	05
535 N. MICHIGAN AVE CONDO ASSO	460	SEMI-ANNUAL	13,560.00	BURTON F. NATARUS	42
5401 HYDE PARK CONDOMINIUM	78	ANNUAL	1,476.00	LAURENCE S. BLOOM	05
5435-37 S. HYDE PARK CONDO.	6	ANNUAL	450.00	LAURENCE S. BLOOM	05
5445 EDGEWATER PLAZA CONDO.	466	SEMI-ANNUAL	7,935.30	MARY ANN SMITH	48
5454-60 KIMBARK CO-OPERATIVE	24	ANNUAL	1,360.00	TIMOTHY C. EVANS	04
5455 EDGEWATER PLAZA CONDO	465	SEMI-ANNUAL	13,851.90	MARY ANN SMITH	48
5458-60 HYDE PARK CONDO. ASSN.	6	ANNUAL	450.00	LAURENCE S. BLOOM	05
5510 WOODLAWN CONDO.	21	ANNUAL	1,512.00	LAURENCE S. BLOOM	05
5514 CORNELL CONDOMINIUM ASSN.	31	ANNUAL	1,880.00	LAURENCE S. BLOOM	05
5515 WOODLAWN AVENUE BUILDING	6	ANNUAL	450.00	LAURENCE S. BLOOM	05
5526-28 BLACKSTONE CONDO. CORP.	6	ANNUAL	450.00	LAURENCE S. BLOOM	05
5540-42 BLACKSTONE CONDOMINIUM	7	ANNUAL	525.00	LAURENCE S. BLOOM	05
555 CORNELIA CONDO. ASSN.	220	SEMI-ANNUAL	3,067.50	HELEN SHILLER	46
555 W. ALDINE CONDOMINIUM	30	ANNUAL	1,132.80	BERNARD J. HANSEN	44
555 W. ARLINGTON CONDOMINIUM	36	ANNUAL	1,661.20	EDWIN W. EISENDRATH	43
5557-59 BLACKSTONE CONDOMINIUM	12	ANNUAL	900.00	LAURENCE S. BLOOM	05
560 ROSCOE BUILDING CONDO. ASSN	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
5624-26 DORCHESTER CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S. BLOOM	05
5757 N. SHERIDAN RD. CONDO.	171	ANNUAL	2,476.00	MARY ANN SMITH	48
5950 UDELL CONDOMINIUM ASSN.	12	SEMI-ANNUAL	450.00	ROMAN PUCINSKI	41
601-09 WELLINGTON CONDOMINIUM	12	ANNUAL	900.00	BERNARD J. HANSEN	44
607 WRIGHTWOOD CONDOMINIUM	105	ANNUAL	6,111.60	EDWIN W. EISENDRATH	43
607-13 W. MELROSE CONDOMINIUM	12	ANNUAL	900.00	BERNARD J. HANSEN	44

11/28/90

REPORTS OF COMMITTEES

26125

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT-OF REBATE	***** SPONSOR *****	*****
6114-16 N. HAMILTON COOP CORP.	6	ANNUAL	450.00	BERNARD L. STONE	50
6118 N. SHERIDAN ROAD CONDO.	114	SEMI-ANNUAL	2,375.00	MARY ANN SMITH	48
6121 SHERIDAN ROAD CONDO. ASSN	32	ANNUAL	2,400.00	MARY ANN SMITH	48
6121 WEST HIGGINS AVE. CONDO.	16	SEMI-ANNUAL	353.00	PATRICK J. LEVAR	45
616-18 WARELAND CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
619 STRATFORD PLACE CONDO. ASSN	24	ANNUAL	1,800.00	BERNARD J. HANSEN	44
620-622 WARELAND CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
6247-49 N. GLENWOOD CONDO. ASSN	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
6251-33 WEST BARRY CONDOMINIUM	30	ANNUAL	1,766.00	BERNARD J. HANSEN	44
6251-53 N. GLENWOOD CONDO	6	ANNUAL	450.00	MARY ANN SMITH	48
6259-61 N. NORTHWEST HWY.	12	ANNUAL	844.20	ROMAN PUCINSKI	41
629-31 W. SHERIDAN CONDO. ASSN.	12	ANNUAL	846.00	HELEN SHILLER	45
6300 SHERIDAN ROAD CONDO ASSOC	126	SEMI-ANNUAL	2,895.60	DAVID D. ORR	49
6334 N. SHERIDAN ROAD CONDO	42	ANNUAL	2,384.05	DAVID D. ORR	49
6410-12 CONDOMINIUM ASSOC.	6	ANNUAL	450.00	DAVID D. ORR	49
644 ARLINGTON PLACE CONDO	44	ANNUAL	1,794.00	EDWIN W. EISENDRATH	43
651-653 WEST BUCKINGHAM CONDO.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
6612 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSYNYIAK	23
6625-27 NORTH GLENWOOD CONDO	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
663 WEST GRACE CONDO. ASSN.	18	ANNUAL	870.60	BERNARD J. HANSEN	44
6632 WEST 64TH PLACE CORP.	80	ANNUAL	3,228.20	HELEN SHILLER	46
6638 W. 64TH PLACE CORPORATION	6	ANNUAL	450.00	WILLIAM F. KRYSYNYIAK	23
6642 W. 64TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSYNYIAK	23
6707 CHAPPEL CONDOMINIUM ASSN.	8	ANNUAL	600.00	LAURENCE S BLOOM	05
6728 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSYNYIAK	23
6740 W. 64TH PLACE	6	ANNUAL	450.00	WILLIAM F. KRYSYNYIAK	23
6818 & OGLESBY CONDO. ASSN.	10	ANNUAL	750.00	LAURENCE S BLOOM	05
6820 W. RAVEN CONDO. ASSOC.	12	ANNUAL	763.36	ROMAN PUCINSKI	41
6901 OGLESBY AVENUE APARTMENT	40	ANNUAL	2,460.00	LAURENCE S BLOOM	05
700 CORNELIA CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
700-708 BITTERSWEET CONDO. ASSN	124	SEMI-ANNUAL	2,910.00	HELEN SHILLER	46
707 JUNIOR TERRACE CONDO. ASSN	16	ANNUAL	1,200.00	HELEN SHILLER	46
7120 N. SHERIDAN ROAD CONDO.	64	ANNUAL	1,800.00	DAVID D. ORR	49
714-26 BUENA CONDOMINIUM ASSN.	28	ANNUAL	2,100.00	HELEN SHILLER	46
720 GORDON TERRACE CONDO. ASSN.	270	SEMI-ANNUAL	6,362.00	HELEN SHILLER	46
7200 N. RIDGE AVE CONDO ASSOC	36	ANNUAL	2,436.00	BERNARD L. STONE	50
7306 NORTH WINCHESTER CONDO.	60	ANNUAL	2,304.00	DAVID D. ORR	49
7321 SOUTH SHORE DRIVE CO-OP	64	ANNUAL	2,521.00	LAURENCE S BLOOM	05
7355 CONDOMINIUM ASSOCIATION	47	ANNUAL	1,742.00	LAURENCE S BLOOM	05
740-42 BITTERSWEET CONDOMINIUM	6	SEMI-ANNUAL	225.00	HELEN SHILLER	46
7401 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL	300.00	DAVID D. ORR	49
743-55 W. BROMPTON CONDOMINIUM	31	ANNUAL	1,171.00	HELEN SHILLER	46
7439-43 SOUTH COLES HOMEOWNERS	16	SEMI-ANNUAL	486.00	LAURENCE S BLOOM	05
744 GORDON TERRACE CONDO. ASSN.	34	ANNUAL	1,739.52	HELEN SHILLER	46

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 11/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
7522 1/2 RIDGE BLDG CO-OP	6	ANNUAL	324.00	BERNARD L. STONE	50
817 GEORGE CONDOMINIUM ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
8220-26 S. JEFFERY CONDO.	11	ANNUAL	825.00	LORRAINE L. DIXON	08
823-25 W. OAKDALE CONDOMINIUM	10	ANNUAL	750.00	BERNARD J. HANSEN	44
823-825 GUNNISON CONDO ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
832 W. GUNNISON ASSOCIATION	6	ANNUAL	450.00	MARY ANN SMITH	48
832 W. OAKDALE CONDOMINIUM	23	ANNUAL	1,326.00	BERNARD J. HANSEN	44
8435-39 W. BRYN MAUR CONDO	12	SEMI-ANNUAL	442.00	ROMAN PUCINSKI	41
850 DE WITT CONDOMINIUM ASSN.	216	SEMI-ANNUAL	2,303.60	BURTON F. NATARUS	42
860 LAKE SHORE DRIVE TRUST	265	SEMI-ANNUAL	3,971.00	BURTON F. NATARUS	42
899 S. PLYMOUTH COURT CONDO	250	SEMI-ANNUAL	2,638.48	FRED B. ROTT	01
900 W. AINSLIE CONDOMINIUM	10	ANNUAL	750.00	MARY ANN SMITH	48
914 WARELAND CONDO. ASSOC.	15	ANNUAL	1,125.00	HELEN SHILLER	46
915 W. MONTANA CONDOMINIUM	18	ANNUAL	1,033.00	EDWIN W. EISENDRATH	43
916-18 W. FULLERTON PARKWAY	10	SEMI-ANNUAL	375.00	EDWIN W. EISENDRATH	43
918 W. WINDA CONDOMINIUMS	49	ANNUAL	1,659.00	MARY ANN SMITH	48
925-29 MARGATE TERRACE CONDO.	7	ANNUAL	525.00	MARY ANN SMITH	48
938-40 W. CARMEN AVENUE CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48
939-41 W. WINDA CONDO ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
939-43 AINSLIE CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	48
955 WEST CARMEN CONDO. ASSN.	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
999 LAKE SHORE DRIVE CORP	18	ANNUAL	1,350.00	BURTON F. NATARUS	42

(Continued from page 26114)

Luis M. Vargas

Mary W. Willis

Cari L. Strepka

Hernando Narvaez

Eduardo Takose

Major Armature Company

Reva and Sam Schwartz

Wilma A. Baugh

Frank Hsu

Jean L. Kuhr

William W. Thomson

Allstate Insurance and Daniel Boudreau
Cl. 1235956222

Dolores Amezcuita

Deborah A. Hunger Karim

Pauline A. Zions

Mary Chiabai

Allstate Insurance and John C. Griffin
Cl. 2521127972

Carrie M. Johnson

Vincent F. Long

Trung T. Luu

Allstate Insurance and Carl Cherry
Cl. 2521031274

Grant G. Crockett

Edward F. Krawczykowski

Paul Venticinque

Tony Aguire

Wendy Hall

Linda C. Corlett

James Crowley

Frank P. Levatino

Nicetas Ramiro

Maurice Jones

Salvador Padilla

Stanislaw Molik

Roger Zaide

L. C. Smith

American Ambassador Casualty Company and Clifton Thomas
Cl. 1021809-A

Alejandra Avila

American Service Insurance and Joseph Anderson
Cl. 9090154

Choong In

Allstate Insurance and Marianne P. Jordan
Cl. 2521138837

State Farm Insurance and Madelyn Allen
Cl. 13-2577098

Henry L. Zayas

Royal Insurance Company and Avenue Oldsmobile, Incorporated
Cl. 6360020332

Joel Tiscareno

Edna Karst

Saber Abdelrahman

Patricia Banks

Carl Carlson

Alonzo Sanders

John Sam Sorisho

CNA Insurance Company and Gloria and Ronald Raidart
Cl. 20-435017 U2

Ronnie L. Chambers

Dolores Madey

John E. Sanders

State Farm Insurance Company and James Schemski
Cl. 13-5207-747

Robert B. Womsley

Evelyn L. Wright

Allstate Insurance Company and Gregory M. Rybarski
Cl. 2700887397

American Manufacturers Mutual and Mary Bertino
Cl. 560 AE 029436 N 560 MEB

American States Insurance Company and M. Walter and Company,
Incorporated
Cl. 550032452

Illinois Farmers, Incorporated Group of Companies and Mark Szpak

James Stewart

Elizabeth J. Jones

Anthony M. Maskas

David M. Reiman

Arnaldo Rivera

Royal Insurance and Pete George's Chevrolet
Cl. 6360022613

State Farm Insurance Company and Diana Medina
Cl. 13-2596-275

State Farm Insurance Company and Mary Ellen and Frank Podsiadlik
Cl. 14-5512-808

Howard N. Tushman

United Services Automobile Association and Nancy Dennis
Cl. 318-39-38

Allstate Insurance Company and John Dwelle
Cl. 252-102371 9 SJJ

American Country Insurance Company and Checker Taxi Company
Cl. 890609091

Carol A. Bynoe

Richard N. Chappell

Patricia Cunniff

Erich M. Hardy

Curtis J. Leach

Gary R. Rosenthal

Lee Brozen

David R. Kroll

Joe C. Reed, Jr.

Brenda J. Woodruff

Illinois Bell Telephone Company

Mid-Town Toyota Limited

Prestige Casualty Company and Lim Yand
Cl. 89J0132

Bobby and Delia Blackmond

Nicholas Black

Iowa Medical Center

Aneesah Muhammad

Edward Wooten

Peoples Gas, Light and Coke Company
File 90-0-39

Peoples Gas, Light and Coke Company
File 90-0-23

Peoples Gas, Light and Coke Company
File 90-0-31

Peoples Gas, Light and Coke Company
File 90-0-13

Peoples Gas, Light and Coke Company
File 90-0-12

Safeway Insurance Company and John Gilmore
Cl. 182876

Allstate Insurance Company and Debra R. Harmon
Cl. 2700892504 SPM

American Ambassador Casualty Company and Michael J. Butler
Cl. 1029152

American Service Insurance Company and Gene Hannah
Cl. 9070022

Elizabeth Amette

Ronald Benkendorf

Crum and Foster Insurance Company and Paul Finamore
Cl. SLT80027360

Peoples Gas, Light and Coke Company
File 90-0-24

Peoples Gas, Light and Coke Company
File 90-0-51

Peoples Gas, Light and Coke Company
File 90-0-49

Peoples Gas, Light and Coke Company
File 90-0-50

Peoples Gas, Light and Coke Company
File 90-0-6

Peoples Gas, Light and Coke Company
File 90-0-2

Peoples Gas, Light and Coke Company
File 90-0-17

Peoples Gas, Light and Coke Company
File 90-0-22

Roberta J. Deckman

Safeway Insurance Company and Alicia James
Cl. 183836

Village of Burnham (Police Department)

Eugene A. Solvie

Allstate Insurance Company and Alan Gibrick
Cl. 1010497466 PO7

Anthony M. Gorka

David A. O'Dowd

Safeway Insurance Company and Katie R. Irving
Cl. 183449

Safeway Insurance Company and Mary Ross
Cl. 183425

Robert W. Mueller

State Farm Insurance Company and James Karas
Cl. 13-4285-234

Safeway Insurance Company and Min Sun
Cl. 184170

Joseph Berkson

Allstate Insurance Company and Gwendolynne Jasper
Cl. 2521196019SAB

Anntoinette Harper

Robert Apitz

Kenneth J. Wickman

Olivet Baptist Church

Allstate Insurance Company and Arthur Adams, Sr.
Cl. 1839402788

State Farm Insurance Company and Jo Ellen Smith
Cl. 13-L025-617

Channie M. Warren

Angela S. Rivers

Salley E. Diener

Mary Reid

American Ambassador Casualty Company and Kenneth Winn
Cl. 1037547

American Service Insurance Company and Stefan Bohlander
Cl. 0010259

Michael D. Carioscia

Gustaro Chavez

Thurman S. Conner, Jr.

Economy Fire and Casualty Insurance Company and Willis C. Martin
Cl. 11003-2495-1 XD7

Michael J. Williams

Brian K. Ingram

Christopher Freeman

Allstate Insurance Company and Ted Ford
Cl. 2700838275

Pamela M. Hickey

Clarence Guyton

Fonda K. Cisse

Allstate Insurance Company and Mazique Johnson
Cl. 2700046028 WRI

State Farm Insurance Company and Constance Tomasian

Aetna Life and Casualty and Forward Express Trucking Company
Cl. J 9 MACP 187960 SP

Allstate Insurance Company and Mary Cooper
Cl. 252 119720 7

Fausto G. Fierro

Albert Hanger

State Farm Insurance Company and Cindy Watson
Cl. 35-2480-256

Hector Diaz

Freund Can Company

Lila H. Totleben

Chicago Black Improvement Association

Gilberto Hernandez

Robert E. Borre

Frances C. Boywid

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone --
49.

Nays -- None.

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

Re-Referred -- COMMITTEE ON CLAIMS AND LIABILITIES
REQUESTED TO FORWARD FLOOD CLAIMS TO
DEPARTMENT OF LAW.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, November 21, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, having had under consideration five hundred five (505) proposed claims for flood damage sustained during the summer of 1990, filed against the City of Chicago, begs leave to report and recommend that Your Honorable Body *Re-Refer* said proposed claims to the Department of Law.

This recommendation was concurred in by the committee.

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone --
49.

Nays -- None.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

**APPROVAL OF PROPERTY AT 2301 -- 2317 NORTH KNOX AVENUE
AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.**

The Committee on Economic Development submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed resolution introduced by Alderman Carole Bialczak authorizing Class 6(b) tax incentives for the property located at 2301 -- 2317 North Knox Avenue, pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all the members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, 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, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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 City of Chicago desires to promote the development of industry in the City of Chicago; and

WHEREAS, The Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of January 1, 1990, which has instituted a program to encourage industrial and commercial development in Cook County, known as the Cook County Real Property Classification Ordinance; and

WHEREAS, Anthony Indihar has applied for or is applying for Class 6(b) (or in the alternative, Class 6(a)) property status, pursuant to said aforementioned ordinance, for certain real estate located at 2301 -- 2317 North Knox Avenue, in the City of Chicago, Cook County, Illinois, with the Property Index Numbers 13-34-103-010 through 013, and legally described in Exhibit "A" attached hereto, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate; now, therefore,

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

SECTION 1. That the request of Anthony Indihar, to have certain real estate located at 2301-- 2317 North Knox Avenue, Chicago, Cook County, Illinois, legally described on Exhibit "A", attached hereto, and with the Property Index Numbers 13-34-103-010 through 013, Volume 369, declared eligible for Class 6(b) (or in the alternative, Class 6(a)) status pursuant to the Cook County Real Property Classification Ordinance, as amended January 1, 1990, is hereby granted in that this Council and municipality recognizes that the incentive benefits provided for in said ordinance are necessary for development of this real estate to occur.

SECTION 2. That the city hereby supports and consents to said site to receive Class 6(b) (or in the alternative, Class 6(a)) status from the Cook County Assessor pursuant to said ordinance.

SECTION 3. That the Mayor and Clerk or other appropriate City officials are hereby authorized to sign any necessary documents to implement this resolution.

SECTION 4. That this resolution shall be in full force and effect from and after its adoption.

Exhibit "A" attached to this resolution reads as follows:

Exhibit "A".

Legal Description.

Lots 158 through 165, both inclusive, and Lots 310 to 311, both inclusive, in Edington Park Subdivision of the northwest quarter of the northwest quarter of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (except the railroad right-of-way), commonly known as: 2301-- 2317 North Knox Avenue, Chicago, Illinois.

P.I.N.s: 13-34-103-010-0000

13-34-103-011-0000

13-34-103-012-0000

13-34-103-013-0000

VOLUME: 369

COMMITTEE ON HOUSING, LAND ACQUISITION,
DISPOSITION AND LEASES.

APPOINTMENT OF MS. BETTE CERF HILL AS MEMBER OF
BOARD OF DEPARTMENT OF URBAN RENEWAL.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, November 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred the following:

a communication signed by the Mayor appointing Bette Cerf Hill as a member of the Board of the Department of Urban Renewal for a term ending January 1, 1994 to succeed Harry Gottlieb,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Bette Cerf Hill as a member of the Board of the Department of Urban Renewal was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

AMENDMENT OF TITLE 2, CHAPTER 40, SECTION 30 OF
MUNICIPAL CODE OF CHICAGO TO AUTHORIZE
COMMISSIONER OF GENERAL SERVICES TO
EXECUTE SPECIFIED REAL PROPERTY
AND OCCUPANCY AGREEMENTS AND
TO REPEAL CERTAIN REPORTING
REQUIREMENTS FOR NAVY
PIER LEASES.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, November 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the Commissioner to execute on behalf of the City, agreements for the use and occupancy of real property for a term of 30 days or less, subject to approval of the Corporation Counsel as to form and legality, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, 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 Chapter 2-40 of the Municipal Code of Chicago, the Department of General Services, is hereby amended in Section 2-40-30 by adding and inserting in its proper alphabetical sequence the language set forth below:

(p.) *subject to the approval of the Corporation Counsel as to form and legality, to negotiate and execute on behalf of the City, any lease, right-of-entry agreement, or other document evidencing an agreement for the use and occupancy of real property which is for a term not to exceed thirty (30) days.*

SECTION 2. That Chapter 2-40 of the Municipal Code of Chicago is hereby amended by deleting Section 2-40-060 in its entirety.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, November 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which were referred ordinances authorizing the acceptance of bids at the following locations:

11 North Ada Street
2956 -- 2958 West Adams Street
1701 North Artesian Avenue
716 -- 718 East Bowen Avenue
1841 North California Avenue
2614 West Evergreen Avenue
2620 South Green Street
2212 West Hubbard Street
1871 North Winnebago Avenue
1887 North Winnebago Avenue
1549 -- 1551 East 65th Street

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

11 North Ada Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Timothy R. Piech, 1200 North Ashland Avenue, No. 610, Chicago, Illinois 60622, to purchase for the sum of \$25,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 18 (except the east 5 feet) in Eastman's Subdivision of part of Lots 7 and 8 in Cook County Circuit Court Partition of the southwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 11 North Ada Street, Permanent Tax No. 17-08-336-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,500.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2956 -- 2958 West Adams Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Walls Memorial Christian Methodist Episcopal Church, 200 South Sacramento Boulevard, Chicago, Illinois 60612, to purchase for the sum of \$6,900.00, the city-owned vacant property, as advertised, described as follows:

Lots 15, 16 and 17 in Block 2, in Floyd Jones' Subdivision of that part of the west half of the northeast quarter of the northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2956 -- 2958 West Adams Street, Permanent Tax Nos. 16-13-110-031 and 032)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$690.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1701 North Artesian Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert C. Meltzer, 205 West Wacker Drive, Suite 2000, Chicago, Illinois 60606, to purchase for the sum of \$5,101.00, the city-owned vacant property, approved to advertise, pursuant to Council ordinance passed July 19, 1989, pages 3494 -- 3495 described as follows:

Lot 26 in Oswald and Jaeger's Subdivision of Block 5 in Johnston's Subdivision of the east half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1701 North Artesian Avenue, Permanent Tax No. 13-36-424-025)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$510.10 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said

deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

716 -- 718 East Bowen Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Harris Temple A.O.H. Church of God, 741 East Bowen Avenue, Chicago, Illinois 60653, to purchase for the sum of \$7,500.00, the city-owned vacant property, as advertised, described as follows:

Lots 25 and 26 in Oviatt's Subdivision of Lots 29 to 33 in Dobbins Subdivision of the north half of the southeast quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 716 -- 718 East Bowen Avenue, Permanent Tax Nos. 20-03-215-017 and 108)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$750.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1841 North California Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Rafael E. Rios 2043 North Albany Avenue, Chicago, Illinois 60647, to purchase for the sum of \$6,300.00, the city-owned vacant property, as advertised, described as follows:

Lot 41 in Block 2 in Peugeot's Subdivision of the north half of Block 3 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1841 North California Avenue, Permanent Tax No. 13-36-409-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$630.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2614 West Evergreen Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Sofie Statkiewicz, 2618 West Evergreen Street, Chicago, Illinois 60622, to purchase for the sum of \$15,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 42 and 43 in Block 1 in Humboldt Park Residence Association Subdivision of the southwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2614 West Evergreen Avenue, Permanent Tax No. 16-01-217-038)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,500.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2620 South Green Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Francis and Gloria Parrilli, his wife as joint tenants, 240 West 25th Place, Chicago, Illinois 60616, to purchase for the sum of \$15,000.00, the city-owned vacant property, as advertised, described as follows:

the north 25 feet of the south 50 feet of the east 100 feet of Lot 3 in Block 2 in Healy Brother's Subdivision of part of Lots 1 and 2 in Block 24 in Canal Trustees' Subdivision of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2620 South Green Avenue, Permanent Tax No. 17-29-418-037)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,500.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2212 West Hubbard Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Capitol Bank & Trust, as Trustee, Trust Number 1170, 4801 West Fullerton Street, Chicago, Illinois 60639, to purchase for the sum of \$20,100.00, the city-owned vacant property, approved to advertise, pursuant to Council ordinance passed July 19, 1989, page 3500 described as follows:

Lot 45 and the east half of Lot 44 in C. J. Hull's Subdivision of Block 26 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2212 West Hubbard Street, Permanent Tax No. 17-07-129-032)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,010.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1871 North Winnebago Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Luis Puig, 1881 North Winnebago Avenue, Chicago, Illinois, to purchase for the sum of \$7,500.00, the city-owned vacant property, as advertised, described as follows:

that part of Lots 10, 11, 12, 13 and 14 (taken as a tract) in Block 12 in Pierce's Addition to Holstein in the west half of the southwest quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian described as follows:

beginning at a point in the northeasterly line of North Winnebago Avenue 72 feet more or less southeast of the most westerly corner of said Lot 10, said point being the center line extended westerly of an 8-inch party wall; thence northeasterly along said extended line and center line of said party wall 72 feet, 6 inches to a point 27 feet, 6 inches southwesterly of the northeasterly line of said tract; thence southeasterly along a line 27 feet, 6 inches southwesterly of and parallel to the northeasterly line of said tract, 24 feet, 1-1/4 inches to the intersection of the center line of an 8-inch party wall extended northeasterly; thence southwesterly along said extended line and center line of said last described 8-inch party wall 72 feet, 6 inches to the northeasterly line of North Winnebago Avenue; thence northwesterly along the northeasterly line of said avenue, 24 feet to the point of beginning, in Cook County, Illinois (commonly known as 1871 North Winnebago Avenue, Permanent Tax No. 14-31-308-034)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$750.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1887 North Winnebago Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Luis Puig, 1881 North Winnebago Avenue, Chicago, Illinois, to purchase for the sum of \$7,500.00, the city-owned vacant property, as advertised, described as follows:

Lot 6 (except the northeasterly 36-3/4 feet) in Block 12 in Pierce's Addition to Holstein in the southwest quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1887 North Winnebago Avenue, Permanent Tax No. 14-31-308-027)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$750.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1549 -- 1551 East 65th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of John E. Brooks, 8315 South Indiana Avenue, Chicago, Illinois 60619, to purchase for the sum of \$8,800.00, the city-owned vacant property, as advertised, described as follows:

the west 50 feet of Lots 75, 76 and 77 in South Park Addition to Chicago a subdivision of the south 441 feet of the north 1,490 feet of that part of the northeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Illinois Central Railroad in Cook County, Illinois (commonly known as 1549 -- 1551 East 65th Street, Permanent Tax No. 20-23-219-011)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$880.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BIDS OF PURCHASE OF CITY-OWNED
VACANT PROPERTIES UNDER ADJACENT
NEIGHBORS LAND ACQUISITION
PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, November 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the acceptance of bids under the Adjacent Neighbors Land Acquisition Program at the following locations:

3129 West Arthington Street

4115 West Carroll Avenue

5321 West Ferdinand Street

3142 West Flournoy Street

1522 South Homan Avenue

2404 South Homan Avenue

3408 West Jackson Boulevard

3136 West Polk Street

3531 West Van Buren Street

2726 West 16th Street

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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 City of Chicago hereby accepts the bids listed below to purchase City-owned vacant properties under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance passed on March 6, 1981, as found between pages 584 -- 585 of the Journal of the City Council Proceedings and as amended on July 23, 1982, as found between pages 11830 -- 11833 of the Journal of the City Council Proceedings and as further amended January 7, 1983, as found between pages 14803 -- 14805 of the Journal of the City Council Proceedings. Said bids and legal descriptions are as follows:

Bidders: Sharon and Jimmie Burns
Jeanette and Willie
Kendricks
Tamara and James Laird

Real Estate Number: 4205

Address: 3127 West Arthington
Street

Address: 3129 West
Arthington Street

Bid Amount: \$300.00

Index Number: 16-13-316-017

Legal Description

Lot 12 in Block 3 in subdivision of the south 45 acres of the west half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3129 West Arthington Street, Chicago, Illinois).

Bidder: Robert Mills

Real Estate Number: 2881

Address: 4113 West Carroll
Avenue

Address: 4115 West Carroll
Avenue

Bid Amount: \$350.00

Index Number: 16-10-406-018

Legal Description

Lot 55 in Block 2 in West Chicago Land Company's Subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4115 West Carroll Avenue, Chicago, Illinois).

Bidder: Charles M. Fariman
and Judy Fariman

Real Estate Number: 7444

Address: 5323 West Ferdinand
Street

Address: 5321 West Ferdinand
Street

Bid Amount: \$350.00

Index Number: 20-20-303-018

Legal Description

Lot 42 in Block 3 in Lyman and Bridge's Addition to Chicago, a subdivision of the west half of the southeast quarter of the northwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5321 West Ferdinand Street, Chicago, Illinois).

Bidder: Thomas J. Wooden
and Dora Wooden

Real Estate Number: 3442

Address: 3144 West Flournoy
Street

Address: 3142 West Flournoy
Street

Bid Amount: \$300.00

Index Number: 16-13-300-016

Legal Description

Lot 31 and the east 2.65 feet of Lot 30 (except the north 34-1/2 feet of said lots taken for elevated railroad) in Block 1 in Schoenbergers Subdivision of the east quarter of the north 40 rods of southeast quarter of Section 14, and the northwest quarter of the northwest quarter of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3142 West Flournoy Street, Chicago, Illinois).

Bidder: Addie Rhodes**Real Estate Number: 7703****Address: 1526 South Homan
Avenue****Address: 1522 South Homan
Avenue****Bid Amount: \$300.00****Index Number: 16-23-225-030****Legal Description**

The south half of Lot 5 in Block 8 in Grant's Addition to Chicago, being the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1522 South Homan Avenue, Chicago, Illinois).

Bidder: Martha Contreas**Real Estate Number: 7693****Address: 2406 South Homan
Avenue****Address: 2404 South Homan
Avenue****Bid Amount: \$300.00****Index Number: 16-26-219-025****Legal Description**

Lot 4 in Moore, Patton and Hair's Subdivision of Lots 41, 48, 49 and 56 in the subdivision of the east half of the west half of the northeast quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2404 South Homan Avenue, Chicago, Illinois).

Bidder: Norris and Annarene Greer**Real Estate Number: 2512****Address: 3406 West Jackson
Boulevard****Address: 3408 West Jackson
Boulevard****Bid Amount: \$300.00****Index Number: 16-14-209-040**

Legal Description

Lot 47 in Block 5 in Central Park's Addition to Chicago, being that part of the west half of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3408 West Jackson Boulevard, Chicago, Illinois).

Bidder: Ella Watkins

Real Estate Number: 1180

Address: 3138 West Polk Street

Address: 3136 West Polk Street

Bid Amount: \$300.00

Index Number: 16-13-308-032

Legal Description

Lot 32 in Block 2 in P. W. Snowbrook's Douglas Park Addition, being a subdivision of the north 15 acres of the south 60 acres of the west half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3136 West Polk Street, Chicago, Illinois).

Bidder: Anthony and Judy Green

Real Estate Number: 8261

Address: 3533 West Van Buren Street

Address: 3531 West Van Buren
Street

Bid Amount: \$300.00

Index Number: 16-14-224-017

Legal Description

Lot 23 in A. S. Bradley's Subdivision of Lot 15 in Bradley and Honore's Subdivision of the west half of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3531 West Van Buren Street, Chicago, Illinois).

Bidder: Mercedes Moran

Real Estate Number: 3644

Address: 2724 West 16th Street

Address: 2726 West 16th
Street

Bid Amount: \$310.00

Index Number: 16-23-225-029

Legal Description

Lot 12 in subdivision of Lots 13, 14 and 15 in Block 7 in Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2726 West 16th Street, Chicago, Illinois).

SECTION 2. That the conveyances of the city-owned properties under the "Adjacent Neighbors Land Acquisition Program", are subject to all terms and conditions, covenants and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the city-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and the City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of these properties has been completed to deliver the cashier's checks, certified checks, bank checks and money orders of the above listed bidders in the full amount to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate city account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

**REJECTION OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 15 NORTH ADA STREET
AND AUTHORIZATION TO RE-ADVERTISE
SAID PROPERTY FOR SALE.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, November 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the rejection of a bid at 15 North Ada Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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. The City of Chicago hereby rejects the bid of Timothy R. Piech, 1200 North Ashland Avenue, Chicago, Illinois 60622, to purchase for the sum of \$25,000.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder, and any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 16 in Eastman's Subdivision of part of Lots 7 and 8 in Cook County Circuit Court Partition of the southwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 15 North Ada Street, Permanent Tax No. 17-08-336-016) -- (Rejected as per request at the Committee on Housing, Land Acquisition, Disposition and Leases committee meeting of November 19, 1990)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

SALE OF CITY-OWNED VACANT PROPERTY AT 7950
SOUTH ASHLAND AVENUE TO EZZARD CHARLES
SCHOOL FOR CONSTRUCTION OF PLAYGROUND.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, November 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the acceptance of a bid at 7950 South Ashland Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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 of Chicago ("City") holds title to the vacant parcel of land commonly known as 7950 South Ashland Avenue; and

WHEREAS, The Ezzard Charles School, an Illinois corporation, has proposed to acquire said parcel from the City for the construction of a playground; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The development of playgrounds within the City of Chicago pertains to the local government and affairs of the City.

SECTION 2. The sale of the vacant parcel of real property described as follows to Ezzard Charles School, an Illinois corporation, 7946 South Ashland Avenue, Chicago, Illinois for \$1.00 is hereby approved:

Legal Description

Lot 20 in Block 1 in Auburn Heights, a subdivision of the east half of the northeast quarter of Section 31, Township 38 North, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7950 South Ashland Avenue, Chicago, Illinois, Permanent Index No. 20-31-207-034).

SECTION 3. The deed shall provide that failure to use the above property for the purpose of constructing a playground shall permit the City to re-enter and re-take possession of the property.

SECTION 4. Said project must be initiated and completed within one (1) year of date of conveyance, or title shall revert back to City.

SECTION 5. Said project activities must be maintained for seven (7) years from date of conveyance.

SECTION 6. The Mayor or his proxy is authorized to execute a quitclaim deed conveying title to the above property to Ezzard Charles School, an Illinois not-for-profit corporation and the City Clerk is authorized to attest said deed.

SECTION 7. This ordinance shall take effect immediately upon its passage.

Re-Referred -- AMENDMENT TO LOAN AGREEMENT WITH AFRICAN VILLAGE PARTNERSHIP FOR REHABILITATION OF PROPERTIES AT 400, 418 AND 500 SOUTH LARAMIE AVENUE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, November 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance amending the terms of a loan to African Village Limited Partnership for rehabilitation of properties located at 400, 418 and 500 South Laramie Avenue in Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed ordinance to the Committee on Finance.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Finance* by yeas and nays as follows:

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

Nays -- None.

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

**COMMITTEE ON POLICE, FIRE AND
MUNICIPAL INSTITUTIONS.**

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE
CHAPTER 11 BY ADDITION OF NEW SECTION
11-35 TO CREATE BOARD OF PERSONNEL
EVALUATION WITHIN CHICAGO
POLICE DEPARTMENT.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed ordinance introduced by Alderman Ed H. Smith to create a new Police Board of Personnel Evaluation, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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. That Chapter 11 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 11-35, and to read as follows:

11-35. There is hereby created a Board of Personnel Evaluation within the department of police, said board to consist of five (5) members, at least three (3) of whom are qualified psychiatrists or psychologists, and all of whom shall be charged with psychological testing of police personnel deemed in need of same, and making the final decision as to the suitability of membership of any individual.

Members of the Board of Personnel Evaluation shall be appointed by the mayor with the consent of the city council. Members' terms shall have a tenure of four (4) years.

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

Failed To Pass -- AMENDMENT OF CHAPTER 185, SECTION
185-7 OF CHICAGO MUNICIPAL CODE TO INCREASE
FINES FOR PERSONS CONVICTED OF TAMPERING
WITH FIRE HYDRANTS.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed substitute ordinance introduced by Alderman Raymond A. Figueroa amending penalties in the use of fire hydrants or other opening connections, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed substitute ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone --
49.

Nays -- None.

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

Said proposed ordinance, which failed to pass, reads as follows:

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

SECTION 1. Chapter 185, Section 185-7 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.

**Failed To Pass -- SETTLEMENT OF LITIGATION WITH CHICAGO
POLICEMEN'S BENEVOLENT AND WELFARE ASSOCIATION
PERTAINING TO OPERATION OF VENDING
MACHINES AT CHICAGO POLICE
DEPARTMENT LOCATIONS.**

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed ordinance introduced by Alderman William M. Beavers pertaining to the settlement of litigation between the City of Chicago and Chicago Policemen's Benevolent and Welfare Association, pertaining to the association's right to continue to install, maintain and collect revenues from vending machines, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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:

WHEREAS, The Chicago Policemen's Benevolent and Welfare Association has instituted litigation which the City of Chicago wishes to settle; now, therefore,

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

SECTION 1. For a period of ten years from the date hereof, or until all participating members of the Association have expired, whichever event happens first, the Chicago Policemen's Benevolent and Welfare Association

shall have the right to continue to install, maintain and collect all revenues from vending machines dispensing food and beverages at all City of Chicago Police Department locations presently so serviced by the Chicago Policemen's Benevolent and Welfare Association.

SECTION 2. In connection with the installation and maintenance of the vending machines described in Section 1, the Chicago Policemen's Benevolent and Welfare Association shall pay all charges for installation, operation and maintenance of such machines, secure all permits and licenses which may be required and hold the City harmless from all loss and expense in connection with such machines.

SECTION 3. The Chicago Policemen's Benevolent and Welfare Association shall receive, maintain and account for all monies so acquired under Section 1, pursuant to the present rules and procedures in effect under present court orders in Chancery Case No. 68 Ch. 5144.

SECTION 4. The litigation instituted by the Chicago Policemen's Benevolent and Welfare Association against the City of Chicago shall be dismissed with prejudice.

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

***Failed To Pass -- MEDICAL DIRECTOR OF CHICAGO POLICE
DEPARTMENT INSTRUCTED TO GIVE TESTIMONY
ON RECRUIT NOTIFICATION OF MEDICAL
EVALUATION RESULTS.***

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed resolution introduced by Alderman William M. Beavers mandating the Chicago Police Department to report drug screening results sooner, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The Chicago Police Department has in existence a procedure which calls for mandatory drug screening of all recruits before the employment process has been completed; and

WHEREAS, It is noted that the Chicago Police Department takes 6 -- 9 months before a recruit is notified that his tests were in fact positive; and

WHEREAS, During these 6 -- 9 months the recruit in many cases might have the opportunity for employment elsewhere but is indecisive about the other opportunity based on his/her expectation for employment with Chicago's finest; and

WHEREAS, The practice of making a recruit wait unnecessarily for 6 -- 9 months is an unconscionable practice of the Chicago Police Department's Medical Section; and

WHEREAS, The Medical Section of the Chicago Police Department has an excessive amount of recruits waiting to be re-evaluated for such tests as weight, high cholesterol, personality or psychiatric profiles with the outcome of these tests determining the fate of the recruit and have not been processed in a timely fashion; now, therefore,

Be It Resolved, That the Superintendent of the Chicago Police Department hereby directs Dr. Mesnick, Director of the Medical Section of the Police Department to appear before the City Council Committee on Police, Fire and Municipal Institutions for a hearing on the subject matter of results reporting and the practice incorporated by the Department on re-evaluation of its recruits.

***Failed To Pass -- CREATION OF CITIZENS REWARD
PROGRAM FOR INFORMATION LEADING TO
CONVICTION OF NARCOTICS DEALERS.***

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed ordinance introduced by Alderman Robert Shaw, Alderman Ernest Jones and others to create a Citizens Reward Program for supplying information leading to the conviction of drug dealers, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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. There is hereby created a Citizens Reward Program operated by the City of Chicago whereby individual rewards of \$2,000.00 are set aside for persons who provide information leading to the arrest and conviction of persons for knowingly manufacturing, delivering, selling or dispensing a controlled substance.

SECTION 2. The Citizens Reward Program shall be exempt from Freedom of Information and shall assure confidentiality and secrecy to all persons providing such pertinent information.

SECTION 3. The Citizens Reward Program shall be funded with monies collected and especially set aside from contraband and cash secured from previous arrests and convictions.

SECTION 4. For purposes of this ordinance, all definitions of terms from Chapter 56-1/2 of the Illinois Revised Statutes shall apply.

Failed To Pass -- ESTABLISHMENT OF SPECIAL COMMUNICATIONS
PROGRAM FOR SUBMISSION AND RECEIPT OF
INFORMATION LEADING TO CONVICTION
OF NARCOTICS DEALERS.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed resolution introduced by Alderman Robert Shaw, Alderman Ernest Jones and others for establishment of a special communications program for submission and receipt of drug-related information, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The submission and receipt of information leading to the arrest and conviction of persons dealing in drugs are vital components in the maintenance of the public safety and welfare with which the leaders of this great City are charged; now, therefore,

Be It Resolved, That the City of Chicago act immediately in conjunction with the latest communications technology towards setting up a "hotline" system for the confidential submission and receipt of information leading to the arrest and conviction of persons manufacturing, selling, delivering or dispensing controlled substances.

***Failed To Pass -- REQUEST FOR INCREASED SECURITY IN
AREAS USED AS ALTERNATE ROUTES DURING
DAN RYAN EXPRESSWAY CONSTRUCTION
PROJECT.***

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed resolution introduced by Alderman Patrick M. Huels to increase security for communities in the 11th Ward where traffic from the Dan Ryan Expressway has been re-routed during the construction project, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The Illinois Department of Transportation and the City of Chicago will be repairing the Dan Ryan Expressway beginning March 1, 1988; and

WHEREAS, The Illinois Department of Transportation has set up alternate routes for traffic; and

WHEREAS, These routes will increase the traffic within the community; and

WHEREAS, Security is needed within the communities of the 11th Ward including Ashland Avenue, Pershing Road, 35th Street, Archer Avenue and Halsted Street due to the fact that traffic will use these thoroughfares as alternate routes; and

WHEREAS, To insure the safety of the residents within the community security is needed 24 hours a day for the duration of the project; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby express our concern for the residents within the communities affected by the Dan Ryan Construction Project.

Failed To Pass -- COMMITTEE ON POLICE, FIRE AND
MUNICIPAL INSTITUTIONS URGED TO HOLD
HEARING ON HIRING OF EMERGENCY
MEDICAL SERVICE APPLICANTS.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed resolution introduced by Alderman Michael F. Sheahan, Alderman Patrick M. Huels and others calling for a committee hearing on hiring of emergency medical service applicants, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The Department of Personnel and the Chicago Fire Department are giving preference to paramedic applicants who attended Chicago City Colleges; and

WHEREAS, Qualified, experienced and certified paramedic applicants are being denied selection because they did not attend a Chicago City College; and

WHEREAS, This procedure of hiring is inequitable, unfair and denies applicants due process; and

WHEREAS, The Chicago Fire Department, Emergency Medical Service Bureau should reflect the highest standards of competence; and

WHEREAS, The paramedics should be hired on the basis of ability and not the school attended, because of the vital service they perform; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 24th day of February, 1988, do hereby direct the Department of Personnel and the Chicago Fire Department to hire paramedic applicants on the basis of their qualifications, ability and state certification; and

Be It Further Resolved, That the Fire Commissioner and the Commissioner of the Department of Personnel are directed to appear before the City Council Committee on Police and Fire, to explain the recent charge that qualified Emergency Medical Service applicants are being discriminated against because they did not receive their certification from a Chicago City College.

Failed To Pass -- CHICAGO POLICE DEPARTMENT REQUESTED
TO MAKE AVAILABLE TO APPLICANTS THEIR
WRITTEN AND ORAL TEST SCORES.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed resolution introduced by Alderman Ed H. Smith requiring the Chicago Police Department to make available written and oral test scores to applicants, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, In order to become a Chicago Police Officer the applicants for such positions are required to undergo and pass a series of tests; and

WHEREAS, The results of these tests are kept confidential by the Chicago Police Department; and

WHEREAS, The vast majority of those persons taking the tests would be very interested to know the scores they received on the tests; now, therefore,

Be It Resolved, By the City of Chicago that the Chicago Police Department make available to the applicants the scores they received on their written and oral tests; and

Be It Further Resolved, That the Chicago Police Department make available the procedure used in promoting sergeants to lieutenants, lieutenants to captains

***Failed To Pass -- ESTABLISHMENT OF SPECIAL JOINT COMMITTEE
TO INVESTIGATE SECURITY OF CHICAGO TRANSIT
AUTHORITY TRAIN YARDS.***

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed resolution introduced by former Alderman Kathy Osterman and Alderman Michael F. Sheahan, requesting that a Joint Committee of the Committee on Police, Fire and Municipal Institutions and the Committee on Local Transportation investigate security at Chicago Transit Authority train yards, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The proliferation of graffiti has come to public notice and disgust in recent times; and

WHEREAS, One of the most flagrant examples of the spread of graffiti is the widespread problem which exists on Chicago Transit Authority trains; and

WHEREAS, Studies show that much of the graffiti which are painted or scratched on "L" train cars occur during the night in C.T.A. train yards; and

WHEREAS, An intensification of security in these C.T.A. yards is clearly called for and should take place as soon as feasible; now, therefore,

Be It Resolved, That a Joint Committee of the City Council, made up of the Committee on Police and Fire and the Committee on Local Transportation, be formed to undertake an immediate investigation of the security measures currently existing in Chicago Transit Authority train yards, with a view toward intensification of any security measures which would curb the proliferation of graffiti which so flagrantly damages public property and public spirit.

Failed To Pass -- JUDGE PRENTISS MARSHALL REQUESTED
TO CAUSE EMERGENCY PROMOTION OF POLICE
SERGEANTS FROM 1979 ELIGIBILITY LIST.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed resolution introduced by former Alderman Kathy Osterman for the immediate promotion of sergeants on an emergency basis, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The Chicago Police Department is 175 Sergeants short, severely curtailing the effectiveness of many Police Department operations; and

WHEREAS, This resulted, in part, from the recent promotion of Sergeants to Lieutenant; now, therefore,

Be It Resolved, That the City Council of the City of Chicago respectfully request that Judge Prentiss Marshall immediately promote Sergeants, on an emergency basis, from the 1979 list of eligible candidates; and

Be It Further Resolved, That Judge Prentiss Marshall take positive measures to make these emergency promotions possible.

***Failed To Pass -- COMMISSIONER OF CHICAGO FIRE DEPARTMENT
REQUESTED TO TAKE STEPS TO REPAIR ENGINE
COMPANY NUMBER 59 FIRE HOUSE.***

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed order introduced by former Alderman Kathy Osterman, authorizing and directing the Commissioner of the Chicago Fire Department to take steps to repair Engine Company Number 59 Fire House, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed order transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed order transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said order, which failed to pass, reads as follows:

Ordered, That the Commissioner of the Chicago Fire Department is hereby authorized and directed to take the steps necessary to have repairs made to the Engine Company Number 59 Fire House, located at 5714 North Ridge Avenue, without further delay.

***Failed To Pass -- BUREAU OF MAINTENANCE AND REPAIR
REQUESTED TO TAKE STEPS TO REPAIR ENGINE
COMPANY NUMBER 59 FIRE HOUSE.***

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Tuesday, November 27, 1990, having had under consideration a proposed resolution introduced by former Alderman Kathy Osterman ordering the City of Chicago, Bureau of Maintenance and Repair, to take steps to repair Engine Company Number 59 Fire House, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The City of Chicago and the communities of Uptown and Edgewater depend on the readiness and expertise of its fine firefighters for emergency assistance during threats to public health and safety; and

WHEREAS, Engine Company Number 59 has served the communities of Uptown and Edgewater with the utmost professional skill and compassion for more than half a century from its present firehouse at 5714 North Ridge Avenue; and

WHEREAS, Firefighters live in the Ridge Avenue firehouse 24 hours a day, 10 firefighters in a shift, fulfilling their professional responsibilities and performing housekeeping tasks; and

WHEREAS, The firefighters of Engine Company Number 59 have made repeated requests during the last five years for repairs to the roof of the firehouse, which leaks water into the kitchen and sitting area of the firehouse, creating unhealthy and uncomfortable conditions; and

WHEREAS, The failure to make needed repairs to the Engine Company Number 59 firehouse is permitting the damage to the firehouse to become worse; and

WHEREAS, The residents of the communities of Uptown and Edgewater, the businesses of Uptown and Edgewater, and the Alderman of the 48th Ward believe that the firefighters of Engine Company Number 59 require and deserve to operate in a clean, professional environment; now, therefore,

Be It Resolved, That the City of Chicago, Bureau of Maintenance and Repair, make all repairs needed to provide Engine Company Number 59 with clean, sound, healthy living conditions and professional working conditions at its firehouse located at 5714 North Ridge Avenue without further delay.

**Action Deferred -- AMENDMENT OF TITLE 15 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW CHAPTER 30
TO PERMIT CITY TO RECOVER EXPENSES INCURRED
IN PROVIDING FIRE SUPPRESSION AND
HAZARDOUS MATERIALS EMERGENCY
SERVICES.**

The Committee on Police, Fire and Municipal Institutions submitted the following report which was, on motion of Alderman J. Evans and Alderman Garcia, *Deferred* and ordered published.

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, having had under consideration a proposed substitute ordinance (which was referred on September 12, 1990) introduced by The Honorable Mayor Richard M. Daley, to amend the Municipal Code of Chicago Title 15 by adding a new Chapter 15-30, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

The following is said substitute ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago must respond to fire and other emergency situations that are related to fire and environmental hazards prohibited by law or City ordinance; and

WHEREAS, The City of Chicago expends funds in providing fire suppression services and clean-up and storage of hazardous materials in such situations; and

WHEREAS, Property owners and other persons should be encouraged to take action to correct such hazards prohibited by law or ordinance; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 15-30 entitled "Liability for Fire Suppression and Other Emergency Services Costs" to read as follows:

15-30-010. For purposes of this section:

(1) The word "costs" includes costs of the City incurred in relation to the provision of fire suppression and hazardous material emergency services by the Fire Department or the Department of Consumer Services, including but not limited to wages and benefits of personnel involved in providing such services, reasonable costs of equipment used in the provision of such services, costs of materials expended in providing such services, and in the costs of storing hazardous materials recovered during the course of providing such services.

"Costs" also include the costs of providing emergency medical and ambulance services in connection with a fire or hazardous materials emergency, other than those services for which a fee is authorized and collected.

(2) The word "person" means any entity or natural person, but does not include any governmental entity. With respect to residential real estate only, the word "person" includes only the holder of an ownership interest

in residential real estate, including the holder of a beneficial interest in a land trust.

(3) The phrase "hazardous materials emergency services" means any services performed by the Fire Department or Department of Consumer Services in response to a release or potential release of a material, substance or compound, which by its nature or concentration presents a danger to the public safety and requires immediate action to remedy the danger.

15-30-020. Any person who causes the Fire Department or the Department of Consumer Services to incur costs in order to provide necessary fire suppression or hazardous material emergency services as the result of such person's violation of any federal, state or local law, or such person's failure to correct conditions which violate any federal, state or local law when such person was under a legal duty to do so, shall be liable to the City for those costs. This liability shall be collectible in the same manner as any other personal liability.

15-30-030. In any case in which a person is liable for costs pursuant to this chapter, and such liability arises as a result of that person's actions within the scope of his employment by any other person, such other person shall also be liable for such costs.

15-30-040. In any action brought to collect a debt under this chapter, it shall be a defense that:

(1) The defendant undertook reasonable efforts to prevent the violation of law or to remedy an existing violation of law within a reasonable period of time. Such reasonable efforts include, but are not limited to, filing an appropriate application for a building permit and then diligently causing appropriate work to be undertaken to have the violation of law remedied; or

(2) the defendant, if an owner of property, had no knowledge or reasonable basis to know of a violation of law caused by a tenant or an invitee, and has taken reasonable steps to prevent violations of law by tenants or invitees.

15-30-050. The Fire Department and the Department of Consumer Services shall promulgate rules and regulations to determine the method of calculating costs recoverable under this chapter, and for billing persons for charges under this chapter.

15-30-060. In any action brought to collect a debt under this chapter, the City of Chicago shall also be entitled to recover a penalty in an amount equal to the City's court costs and attorney's fees.

15-30-070. In cases involving fire suppression services relating to real estate, the provisions of this chapter shall apply only to suppression of fires involving structures which are (1) commercial or industrial real estate, or (2) residential real estate containing eight or more units.

SECTION 2. If any provision of this ordinance or application thereof to any person or circumstances is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without invalid provision or application, and to this end each such invalid provision or invalid application of this ordinance is severable.

SECTION 3. This ordinance shall take effect 30 days after passage and publication.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

Re-Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED STREETS FOR SUNDAY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration six (6) proposed orders (which were referred to your committee on October 31, November 7 and 14, 1990) begs leave to recommend that these proposed orders be *Re-Referred to the Department of Public Works*.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* and the said proposed orders were *Re-Referred to the Department of Public Works* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Re-Referred -- PERMISSION TO CONDUCT 1990 CHRISTMAS
PARADE ON PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration one (1) proposed order (which was referred to your committee on November 14, 1990) begs leave to recommend that the proposed order be *Re-Referred to the Department of Public Works*.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* and the said proposed order was *Re-Referred to the Department of Public Works* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTER 72, SECTION 020 OF MUNICIPAL CODE OF CHICAGO TO RESTRICT OPERATION OF CERTAIN VEHICLES ON BOULEVARDS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 31, 1990) a proposed ordinance amending Section 9-72-020 of the Municipal Code of the City of Chicago pertaining to the operation of vehicles on boulevards, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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. Section 9-72-020 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets as follows:

9-72-020. It shall be unlawful to operate any [second division] vehicle upon any boulevard (a) *when such vehicle is used for carrying freight or other goods and merchandise for commercial purposes.* (b) *when such vehicle is designed primarily for carrying freight or other goods and merchandise, and* (c) *when such vehicle is used for carrying freight or other goods and merchandise on the outside of the vehicle;* provided, however,

that vehicles carrying freight or other goods from or to any building or premises abutting any boulevard where it is impossible from the location of the building or the character of the freight or other goods to be received or delivered, to receive or deliver the freight or other goods and merchandise from an alley or a side street or a street other than the boulevard, shall be permitted to enter the boulevard at the cross street nearest the building or premises to receive or deliver the freight or other goods, but shall not proceed further on the boulevard than the nearest cross street. Operators of emergency vehicles [, buses] and such vehicles excepted by permits issued by the Commissioner of Public Works are exempt from provisions of this section. Notwithstanding the foregoing provisions, it shall not be unlawful to operate any [second division vehicle] *of the vehicles described in clauses (a), (b) and (c)* on those portions of Interstate Route 55, and the exit and entrance ramps thereto, which lie between the King Drive Interchange and the north and southbound lanes of Lake Shore Drive and the most easterly lane of northbound Lake Shore Drive and the most westerly lane of southbound Lake Shore Drive and the exit and entrance ramps of Lake Shore Drive which lie between Interstate Route 55 and 31st Street; provided that such vehicles are traveling to or from the McCormick Place complex and its support facilities.

SECTION 2. This ordinance shall take effect upon passage and publication.

**AMENDMENT OF TITLE 9, CHAPTER 100, SECTION 110
OF MUNICIPAL CODE OF CHICAGO PERTAINING
TO ENFORCEMENT OF PARKING VIOLATION
NOTICES ISSUED TO VEHICLES OWNED
OR OPERATED BY CITY EMPLOYEES.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 7, 1990) a proposed ordinance amending Section 9-100-110 of the Municipal Code of the City of Chicago, pertaining to the enforcement of parking violation notices issued to vehicles owned or operated by city officials and employees, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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. Chapter 9-100 of the Municipal Code of Chicago is hereby amended in Section 9-100-110 by adding the language in italics and deleting the language in brackets as follows:

9-100-110 [Where the registered owner of a vehicle served with a parking violation notice is the City of Chicago, the city parking administrator shall notify the department, agency or office to which vehicle is assigned.] Officers and employees of the City of Chicago shall

be held personally liable for parking violation notices served *either upon city vehicles assigned to their possession or use or upon his or her personally owned automobile authorized to be used in the performance of his or her official duties unless :*

- (a) *the officer or employee certifies that the vehicle was in use for the performance of official city business during an emergency or during an official investigation at the time of the alleged violation;*
- (b) *the head of the respective city department, agency or office concludes that the statements contained in the certificate are accurate, and recommends to the Budget Director that the liability for the alleged violation be released; and*
- (c) *the Budget Director approves the release of such officer or employee from personal liability for the alleged violation.*

[the fine for such violation is paid by the respective city department, agency or office.] If the Budget Director approves the release of personal liability for the alleged violation, the parking violation notice shall be withdrawn. The Budget Director shall submit quarterly reports to the City Council, detailing by department, agency or office, the number and nature of approved releases from personal liability for parking violation notices served upon city vehicles and privately owned vehicles authorized to be used in the performance of official city business.

To expedite enforcement of this section, where the registered owner or lessee of a vehicle served with a parking violation notice is the City of Chicago, the city parking administrator shall notify the department, agency or office to which the vehicle is assigned.

SECTION 2. Chapter 9-100 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-100-111 to read as follows:

9-100-111 *Officers and employees of law enforcement agencies of federal, state and county government may request a release of liability for the alleged parking violation subject to the following conditions:*

- (a) *the officer or employee certifies that the vehicle was in use for the performance of official government business during an emergency or during an official investigation at the time of the alleged violation;*

- (b) the head of the respective government agency or a designee chosen by such person concludes that the statements contained in the certificate are accurate and submits a written request to the Budget Director that the liability for the alleged violation be released; and*
- (c) the Budget Director approves the release of liability for the alleged parking violation.*

If the Budget Director approves the release of liability for the alleged violation, the parking violation notice shall be withdrawn. The Budget Director shall submit quarterly reports to the City Council, detailing by the respective government agency the number and nature of approved releases of liability for parking violation notices issued to officers and employees of law enforcement agencies of federal, state or county government.

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

**REPEAL OF TITLE 9, CHAPTER 124, SECTION 460 OF
MUNICIPAL CODE OF CHICAGO WHICH ESTABLISHED
TIME RESTRICTIONS FOR OBSTRUCTION OF
PUBLIC WAYS BY RAILROAD TRAINS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 3, 1990) a proposed ordinance repealing Section 9-124-460 of the Municipal Code of the City of Chicago, relating to the operation of trains, begs leave to recommend that Your Honorable Body do Pass the repealing of this section of the Municipal Code submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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. Chapter 9-124 of the Municipal Code of Chicago is hereby amended by repealing the entire Section 9-124-460, as follows:

9-124-460 Trains blocking streets over certain time period prohibited.

No railroad corporation shall permit its trains, cars or locomotives to operate in a manner which prevents the use of any street for purposes of travel for a period of time in excess of five minutes.

A fine of \$200.00 shall be imposed for each violation of this section. Each consecutive five minutes thereafter that the railroad trains, cars or locomotives continue to prevent the use of any street for purposes of travel

shall constitute a separate and distinct offense. However, the total maximum fine for the violation of this section shall not exceed \$500.00.

Service of process may be effectuated for a violation of this section by serving a notice of violation on the locomotive engineer or any other on-train employee of the offending railroad corporation or by any other means which is prescribed for the service of process by the Code of Civil Procedure of Illinois. (Prior Code 188-49; Amend Council Journal 6-6-86, page 30863)

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

LOADING ZONES ESTABLISHED AND AMENDED ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (April 16, 1990, June 27, 1990, July 31, 1990, September 12, 1990 and October 3, 1990) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance And Hours
West Addison Street (North side)	From a point 20 feet west of North Hamilton Avenue, to a point 50 feet west thereof -- handicapped loading zone -- 8:00 A.M. to 4:00 P.M. and 6:00 P.M. to 10:00 P.M. -- all days (90-1314);
North Austin Boulevard (East side)	From 200 feet south of West Corcoran Place, to a point 35 feet south thereof -- handicapped loading zone (90-1013);

Public Way	Distance And Hours
West Berteau Avenue (South side)	From a point 20 feet west of North Kedzie Avenue, to a point 70 feet west thereof -- 4:00 P.M. to 10:00 P.M. -- no exceptions (90-1417);
North Canal Street (East side)	From West Washington Street to West Randolph Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (31 CACI) (90-1389);
North Canal Street (East side)	From West Randolph Street to West Lake Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (32 CACI) (90-1388);
West Cermak Road (North side)	From a point 66 feet east of South Whipple Street property line, to a point 24 feet east thereof -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (90-1205);
North Dearborn Street (West side)	Between West Madison Street and West Washington Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (20.1 CACI) (90-1386);
South Dearborn Street (West side)	Between West Monroe Street and West Adams Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (18 CACI) (90-1384);
South Franklin Street (East side)	From West Monroe Street to West Adams Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (56 CACI) (90-1383);
South Franklin Street (East side)	Just north of West Monroe Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (57 CACI) (90-1381);
Hermitage Avenue (East side)	From a point 65 feet south of West Augusta Boulevard, to a point 25 feet south thereof (90-1209);

Public Way	Distance And Hours
North Lincoln Avenue	From a point 210 feet south of North Halsted Street, to a point 25 feet south thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday (90-1215);
West Madison Street (South side)	West half of the block between South Dearborn Street and South State Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (46 CACI) (90-1380);
South Michigan Avenue (West side)	From a point 80 feet north of East 8th Street, to a point 185 feet north thereof -- at all times -- no exceptions (90-1204);
South Michigan Avenue (West side)	From a point 85 feet south of East Congress Drive, to a point 180 feet south thereof -- at all times (90-1200);
North Milwaukee Avenue (West side)	From a point 20 feet north of West Warner Avenue, to a point 25 feet north thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (90-12121);
West Montana Street (South side)	From a point 20 feet east of Ashland Avenue, to a point 50 feet east thereof (90-1431);
West Polk Street (South side)	From a point 40 feet west of South Jefferson Street, to a point 40 feet west thereof -- handicapped loading zone -- at all times -- no exceptions -- public benefit (90-1306);
North Sacramento Avenue (East side)	From a point 30 feet south of West Peterson Avenue, to a point 25 feet south thereof -- handicapped loading zone -- 6:00 A.M. to 6:00 P.M. (90-826);

Public Way	Distance And Hours
North Sheridan Road (West side)	From a point 330 feet north of West Wilson Street, to a point 25 feet north thereof (90-904);
South Vernon Avenue (East side)	From a point 308 feet north of East 64th Street, to a point 40 feet north thereof -- at all times -- Sunday through Saturday (90-1218);
North Wacker Drive (West side)	Between West Lake Street and West Randolph Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (37 CACI) (90-1390);
West Washington Boulevard (North side)	From a point 140 feet west of North Karlov Avenue, to a point 20 feet west thereof -- at all times (90-1208);
West 57th Street	From a point 68 feet east of South Claremont Avenue, to a point 25 feet east thereof -- 8:00 A.M. to 4:30 P.M. -- Monday through Saturday (90-1009).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zone.

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

SECTION 1. That an ordinance passed September 13, 1989 printed on pages 4854 -- 4857 of the Journal of the Proceedings of said date establishing loading zones at designated locations, be and the same is hereby amended by striking therefrom the following:

"South Archer Avenue, from a point 50 feet west of South Long Avenue, to a point 25 feet west thereof -- 6:30 A.M. to 6:00 P.M. -- Monday through Friday (90-417)".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

**VEHICULAR TRAFFIC MOVEMENT RESTRICTED AND
AMENDED ON PORTIONS OF SUNDRY STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (May 16, 1990, July 31, 1990, September 12, 1990 and October 3, 1990) proposed ordinances to restrict and amend vehicular traffic movement on portions of sundry streets, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed substitute ordinances transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Restriction Of Vehicular Traffic Movement To
Single Direction*

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits And Direction
West Birchwood Avenue	From North Rogers Avenue to North Ashland Avenue -- easterly (90-1235);
South Claremont Avenue	From West Grenshaw Street to West Taylor Street -- northerly (90-1240);
West Evergreen Street	From North Washtenaw Avenue to North Rockwell Street -- easterly (90-1237);
North Napoleon Avenue	From North Nagle Avenue to North Northwest Highway -- northerly (90-1460);

Public Way	Limits And Direction
West Wallen Avenue	From North Ashland Avenue to North Clark Street -- westerly (90-820);
South Whipple Street	Between West 26th Street and West 28th Street -- northerly (90-106);
West 28th Street	Between South Sacramento Avenue and South Whipple Street -- westerly (90-1057);
West 33rd Street	From South Ridgeway Avenue to South Hamlin Avenue -- westerly (90-599).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of One-Way Traffic Restriction.

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

SECTION 1. That an ordinance heretofore passed by the City Council restricting the movement of vehicular traffic to a single direction on portions of designated streets, be and the same is hereby amended as follows:

"North Clifton Avenue, from West Roscoe Street to West Wellintgon Avenue -- southerly"

by striking:

"West Roscoe Street"

and inserting in lieu thereof:

"West School Street"

also:

"North Clifton Avenue, from West School Street to West Roscoe Street -- northerly (90-601)".

SECTION 2. Amend ordinance passed March 21, 1990, printed on page 13464 of the Journal of the Proceedings of said date, which reads:

"First east-west alley north of East 87th Street, between South Maryland Avenue and South Ingleside Avenue"

by striking:

"South Maryland Avenue"

and inserting in lieu thereof:

"South Drexel Avenue -- easterly (90-1242)".

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

**INSTALLATION OR REMOVAL OF PARKING METERS
ON PORTIONS OF DESIGNATED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (October 3, 1990) proposed ordinances to amend parking meters, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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 Commissioner of Public Works is hereby authorized and directed to cause the removal of two (2) parking meters from the south side of West Adams Street, just east of South Wells Street, for the establishment of a "Left Turn Only" lane (60 CACI) (90-1403).

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of six (6) parking meters from the east side of North Canal Street, between West Washington Street and West Randolph Street, for the establishment of a daytime loading zone (31 CACI) (90-1391).

SECTION 3. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of eight (8) parking meters

from the east side of North Canal Street, between West Randolph Street and West Lake Street, for the establishment of a daytime loading zone (32 CACI) (90-1392).

SECTION 4. That an ordinance passed by the City Council on October 28, 1953, printed on pages 5984 -- 5985 of the Journal of the Proceedings of said date, authorizing the installation of parking meters in the near north side area (Project N.N.S.), parking fees fixed and parking restricted to one-hour periods, be and the same is hereby amended by striking therefrom, the following:

"North Clark Street, (east and west side) between West North Avenue and the Chicago River "

and inserting in lieu thereof:

"North Clark Street (both sides) between West North Avenue and West Carroll Avenue (5-CACI) (90-1408)".

SECTION 5. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of eight (8) parking meters from the west side of North Dearborn Street, between West Madison Street and West Washington Street, for the establishment of a daytime loading zone (20.1 CACI) (90-1393).

SECTION 6. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of twelve (12) parking meters from the west side of South Dearborn Street, between West Adams Street and West Monroe Street, for the establishment of a daytime loading zone (18 CACI) (90-1396).

SECTION 7. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of three (3) parking meters from the south side of West Monroe Street, at North Clark Street, for the establishment of a "Right Turn Only" lane into North Clark Street (18 CACI) (90-1395).

SECTION 8. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of nine (9) parking meters from the west side of North Wacker Drive, between West Lake Street and West Randolph Street, for the establishment of a daytime loading zone (37 CACI) (90-1399).

SECTION 9. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of five (5) parking meters from the west side of South Wacker Drive, just north of West Adams Street, for the establishment of a "Right Turn Only" lane into West Adams Street (28 CACI (90-1394).

SECTION 10. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of six (6) parking meters from the north side of East Washington Street, between North Wabash Avenue and North Garland Court, for the establishment of a tow-zone (48 CACI) (90-1398).

SECTION 11. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of four (4) parking meters from the north side of West Washington Street, just west of North LaSalle Street, for the establishment of a "Left Turn Only" lane (47 CACI) (90-1397).

SECTION 12. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of twelve (12) parking meters from the east side of South Wells Street, between West Jackson Boulevard and West Van Buren Street, for the establishment of a tow-zone (51 CACI) (90-1401).

SECTION 13. This ordinance shall take effect and be in force hereinafter its passage and publication.

REGULATIONS PRESCRIBED AND AMENDED IN
REFERENCE TO PARKING OF VEHICLES
ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (March 8, 1989, February 28, 1990, March 21, 1990, May 16, 1990, June 7, 27, 1990, July 12, 31, 1990, September 12, 1990, October 3, 1990 and November 15, 1990) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
West North Avenue (North side)	From a point 20 feet west of North Albany Avenue, to a point 60 feet west thereof (90-1265);
West Palmer Street (South side)	From North Laramie Avenue to North Leamington Avenue (90-1251);
South Pulaski Road (East side)	From West 42nd Place to a point 40 feet north of West 42nd Street -- public benefit (90-844);
West 47th Street (South side)	From South Pulaski Road to South Springfield Avenue -- trucks only (90-1064).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. That an ordinance passed June 5, 1987, printed on pages 1250 -- 1254 of the Journal of the Proceedings of said date establishing parking prohibition at all times except for handicapped, is hereby amended by striking therefrom the following:

"West Melrose Avenue (north side), from a point 370 feet west of North Karlov Avenue, to a point 25 feet west thereof (Permit 1589) (90-1374)".

SECTION 2. That an ordinance passed by the City Council on September 13, 1989, printed on pages 4856 -- 4865 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom the following:

"South Monitor Avenue, at 5747 (except for Handicapped Permit 4239) (90-380)".

SECTION 3. That an ordinance heretofore passed by the City Council prohibiting the parking of vehicles at all times on portions of designated streets, except for handicapped, be and the same is hereby amended by striking therefrom the following:

"South Western Boulevard, at 3401 -- 3421 (90-1045)".

SECTION 4. That an ordinance heretofore passed by the City Council establishing no parking at any time restrictions on portions of designated streets, be and the same is hereby amended by striking therefrom the following:

"West 21st Place, at 2247 (90-1308)".

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way

Limits And Time

West Newport Avenue
(South side)

From a point 20 feet east of North
Damen Avenue, to a point 80 feet
east thereof -- 10:00 A. M. to 12:00
Noon -- Sunday only (90-1048);

South Kolmar Avenue
(West side)

From a point 265 feet south of
West 52nd Street, to a point 25 feet
south thereof -- 8:00 A. M. to 4:00
P. M. -- Monday through Saturday
-- public benefit.

SECTION 2. This ordinance shall take effect and be in force hereinafter
its passage and publication.

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. That an ordinance passed September 13, 1989, printed on
pages 4867 -- 4868, which reads:

"South Keeler Avenue (both sides) from West 55th Street to the first
alley north thereof -- 7:00 A.M. to 9:00 A.M. -- all days and 4:00 P.M. to
6:00 P.M. -- all days (90-719)".

SECTION 2. That an ordinance passed by the City Council on January 5,
1948, printed on page 1658 of the Journal of the Proceedings of said date,
prohibiting the parking of vehicles during specified hours on designated
streets, be and the same is hereby amended by striking therefrom, the
following:

"North LaSalle Street (east side) between West Carroll Avenue and
North Clark Street -- 4:00 P.M. to 6:00 P.M. (except Saturday, Sunday
and holidays)"

and inserting in lieu thereof:

"North LaSalle Street (east side) between West Carroll Avenue and West Kinzie Street and between West Ohio Street and North Clark Street -- 4:00 P.M. to 6:00 P.M. (except Saturday, Sunday and holidays) (2 CACI) (90-1406)".

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Limitations During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
West Irving Park Road (South side)	From a point 80 feet west of North Sheridan Road, to a point 40 feet west thereof -- 2-hours -- 9:00 A.M. to 8:00 P.M. -- Sunday through Saturday -- public benefit (90-373);
South Karlov Avenue (Both sides)	From West Archer Avenue to the first alley north thereof -- 1-hour -- 7:00 A.M. to 12:00 Midnight -- Monday through Saturday (90-841);
West Madison Street (North side)	From a point 125 feet west of North Lamon Avenue, to a point 45 feet west thereof -- 1-hour -- 8:00 A.M. to 11:00 P.M. (90-1276).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Limitation During Specified Hours.

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

SECTION 1. That an ordinance passed March 21, 1990, printed on page 13473 of the Journal of Proceedings of said date, limiting the parking of vehicles during specified hours in designated areas, be and the same is hereby amended by striking therefrom, the following:

"South Komensky Avenue (both sides) from West 47th Street to the first alley south thereof -- 1-hour at all times"

and inserting in lieu thereof:

"South Komensky Avenue, from West 47th Street to the first alley south thereof -- 1-hour -- 7:00 A.M. to 8:00 P.M. -- all days (90-1065)".

SECTION 2. That an ordinance passed by the City Council on February 26, 1959, printed on page 9835 of the Journal of the Proceedings of said date, limiting the parking of vehicles during specified hours on portions of specified streets, be and the same is hereby amended by striking therefrom, the following:

"South Rockwell Street (both sides) from West 35th Street to West 36th Street -- 1-hour -- 9:00 A.M. to 4:00 P.M. (except Saturday, Sunday and holidays) (90-930)".

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend ordinance passed February 3, 1987, printed on page 39232 which reads:

"South Chappel Avenue (east side) from East 73rd Street to East 74th Street -- 6:00 P.M. to Midnight"

by striking:

"6:00 P.M. to Midnight"

and inserting in lieu thereof:

"All day Sunday -- 8:00 A.M. to 10:00 A.M. and 6:00 P.M. to Midnight -- Monday through Friday -- Zone 44 (90-308)".

SECTION 2. Amend ordinance passed November 29, 1989 on page 8316 which reads:

"West 64th Street (both sides) from South Washtenaw to South California Avenues -- at all times"

by striking:

"South Washtenaw Avenue to the first alley west thereof"

and inserting in lieu thereof:

"first alley east of South Fairfield Avenue (90-1088)".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below named street is hereby designated as diagonal parking/service drives, for the following locations:

Street	Limits
West Cornelia Avenue (North side)	From North Pulaski Road to the first alley west thereof -- service drive and diagonal parking (90-1410);
North Kilbourn Avenue (West side)	From a point 60 feet south of West Addison Street to the first alley south thereof -- service drive and diagonal parking (90-1412);
South Moody Avenue (East side)	From West 63rd Street to the first alley north thereof -- service drive and diagonal parking (90-1414);
2434 South Western Avenue	Alongside on West 24th Place; from South Western Avenue to a point 75 feet west thereof -- service drive and diagonal parking (90-1413);
4258 West 63rd Street	On South Kildare side -- diagonal parking (90-1411).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

TRAFFIC LANE TOW-AWAY ZONES ESTABLISHED
AND AMENDED ON PORTIONS OF
SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (March 8, 1989, February 28, 1990, July 12, 1990, September 12, 1990 and October 3, 1990) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following locations are hereby designated as a traffic lane tow-away zones between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hour of prohibition along said route:

Public Way

Limits And Times

North Clark Street
(Both sides)

Between West Carroll Avenue and the Chicago River (except for taxi cab stand 571) 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- (5 CACI) (90-1405);

West Howard Street
(South side)

From North Clark Street to North Ridge Avenue -- 7:00 A.M. to 9:00 A.M. -- Mondays through Thursdays -- April 15 through November 15 -- for street cleaning (90-1270);

South LaSalle Street
(Both sides)

West Madison Street to West Jackson Boulevard (except for four cab stands) at all times -- (43 CACI) (90-1404);

West Madison Street
(South side)

East half of the block between South Dearborn Street and South State Street -- at all times (46 CACI) (90-1385);

North Michigan Avenue
(West side)

From East Washington Street to East Madison Street -- at all times (24 CACI) (90-1387);

Public Way

Limits And Times

Helen J. Miklos Drive

From South Cicero Avenue to South Kilpatrick Avenue -- at all times (90-897);

South Normal Avenue
(East side)

From West 35th Street to a point 100 feet south thereof -- at all times -- days of ball games (90-1224);

South Peoria Street
(East side)

From a point 283 feet north of West Exchange Avenue, to a point 45 feet north thereof -- at all times;

North Ridge Avenue
(Both sides)

From West Hollywood Avenue to West Peterson Avenue -- at all times (90-279);

East Washington Street
(North side)

From North Wabash Avenue to North Garland Court -- at all times (48 CACI) (90-1382);

South Wells Street
(East side)

Between West Jackson Boulevard and West Van Buren Street -- at all times (51 CACI) (90-1376);

West 35th Street
(North side)

Between South Normal Avenue and South Wallace Street -- at all times -- days of ball games (90-1225);

West 35th Street
(Both sides)

From South Normal Avenue to the viaduct east thereof -- at all times -- no exceptions (90-1221).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zone.

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

SECTION 1. Amend ordinance passed September 13, 1989, pages 4885 -- 4888 by striking therefrom the following:

"South Kilbourn Avenue (west side) from West 50th Street to West 51st Street -- at all times (90-283)".

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

**AUTHORIZATION TO ERECT AND AMEND TRAFFIC
WARNING SIGNS AND TRAFFIC CONTROL
SIGNALS ON PORTIONS OF
SUNDRY STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 16, 1990, June 7, 1990, June 27, 1990 July 12, 1990, July 31, 1990, September 12, 1990 and October 3, 1990) proposed orders to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinance and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinance and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs And Signals.

Ordered, That the Commissioner of Public Works be and the same is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type Of Sign
West Altgeld Street and North Drake Avenue	"All-Way Stop" signs (90-1108);
West Altgeld Street and North Monticello Avenue	"All-Way Stop" signs (90-1111);
Stopping South Artesian Avenue for West 44th Street	"Stop" sign (90-560);
South Avenue D and East 108th Street	"All-Way Stop" signs (90-1165);
Stopping South Bensley Avenue for East 96th Street	"Two Way Stop" signs (90-1163);

Street	Type Of Sign
Stopping South Campbell Avenue for West 40th Street	"Stop" signs (90-1114);
Stopping South Coles Avenue for East 80th Street	"Stop" sign (90-1097);
Stopping South Coles Avenue for East 81st Street	"Stop" sign (90-1098);
West Cornelia Avenue and North Seminary Avenue	"All-Way Stop" signs (90-1152);
Stopping South Crandon Avenue for East 77th Street	"Stop" sign (90-1095);
South Crandon Avenue and East 99th Street	"All-Way Stop" signs (90-1159);
South Ellis Avenue and East 72nd Street	"All-Way Stop" signs (90-1364);
Stopping South Escanaba Avenue for East 88th Street	"Stop" sign (90-1099);
Stopping South Green Street for West 112th Street	"Two-Way Stop" signs (90-759);
Stopping South Hamlin Avenue for West 78th Place	"Two-Way Stop" signs (90-994);
Stopping South Homan Avenue for West 30th Street	"Stop" sign (90-749);
South Homan Avenue and West 44th Street	"All-Way Stop" signs (90-743);
Stopping South Hoxie Avenue for East 96th Street	"Stop" sign (90-1161);
North Hoyne Avenue and West Melrose Street	"All-Way Stop" signs (90-1345);
For east and westbound traffic on West Hubbard Street at the intersection of North Franklin Street	"Two-Way Stop" signs (64 CACI) (90-1407);

11/28/90

REPORTS OF COMMITTEES

26225

Street	Type Of Sign
West Jarvis Avenue and North Oakley Avenue	"All-Way Stop" signs (90-1175);
Stopping South Keating Avenue for West 62nd Street	"Two-Way Stop" signs (90-1127);
North Kilbourn Avenue and West Cortland Street	"All-Way Stop" signs (90-1171);
South Kildare Avenue and West 30th Street	"All-Way Stop" signs (90-882);
South Kilpatrick Avenue and South Scottsdale Avenue	"All-Way Stop" signs (90-989);
Stopping South Kilpatrick Avenue for West 43rd Street	"Stop" sign (90-1125);
South Kilpatrick Avenue and West 62nd Street	"All-Way Stop" signs (90-1126);
Stopping South Kimbark Avenue for East 81st Street	"Stop" sign (90-1101);
North Kenneth Avenue and West Carmen Avenue	"All-Way Stop" signs (90-1349);
Stopping South Knox Avenue for West 43rd Street	"Stop" sign (90-1124);
Stopping South Kolin Avenue for West 61st Street	"Two-Way Stop" signs;
North Lamon Avenue and West Sunnyside Avenue	"All-Way Stop" signs (90-1149);
South Langley Avenue and East 62nd Street	"All-Way Stop" signs (90-1142);
North Leavitt Street and West Iowa Street	"All-Way Stop" signs (90-1347);

Street	Type Of Sign
North Leavitt Street and West Rice Street	"All-Way Stop" signs (90-1346);
South Lowe Avenue and West 32nd Street	"All-Way Stop" signs (90-1365);
West Lunt Avenue and North Washtenaw Avenue	"All-Way Stop" signs;
Stopping South Manistee Avenue for East 82nd Street	"Stop" sign (90-1096);
North Montclare Avenue north/east and West Gunnison Street	"No Right Turn -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday" sign (90-1454);
South Monitor Avenue and West 62nd Street	"All-Way Stop" signs (90-1128);
Stopping North Mulligan Avenue for West Rosedale Avenue	"Two-Way Stop" signs (90-1154);
North Nashville Avenue and West Bloomingdale Avenue	"All-Way Stop" signs (90-1181);
Stopping North Neva Avenue for West Waveland Avenue	"Stop" sign (90-1178);
Stopping North New England Avenue for West Carmen Avenue	"Stop" sign (90-1151);
North Nordica Avenue and West Grace Street	"All-Way Stop" signs (90-1157);
Stopping South Oakley Avenue for West 34th Street	"Stop" sign (90-972);
North Paulina Street and West Wabansia Avenue	"All-Way Stop" signs (90-1343);

Street	Type Of Sign
Stopping South Peoria Street for South Sangamon Street	"One-Way Stop" sign (90-643);
Stopping North Plainfield Avenue for West Belle Plaine Avenue	"Stop" sign (90-1180);
Stopping West Rosedale Avenue for North Mobile Avenue	"Two-Way Stop" signs (90-1153);
South Spaulding Avenue and West 56th Street	"All-Way Stop" signs (90-1130);
South Throop Street and West 61st Street	"All-Way Stop" sign (90-1327);
South Union Avenue and West 91st Street	"All-Way Stop" signs (90-881);
Stopping South University Avenue for West 65th Street	"Stop" sign (90-1138);
North Winchester Avenue and West Wabansia Avenue	"All-Way Stop" signs (90-1342);
North Whipple Street and West Wellington Avenue	"All-Way Stop" signs (90-1110);
South Wood Street and West 45th Street	"All-Way Stop" signs (90-872);
Stopping South Woodlawn Avenue for East 97th Street	"Stop" signs (90-1100);
Stopping South Yale Avenue for West 100th Street	"Two-Way Stop" signs (90-1144);
Stopping South Yates Avenue for East 96th Street	"Two-Way Stop" signs (90-1160);
Stopping West 32nd Street for South Komensky Avenue	"Stop" sign (90-883);
Stopping West 36th Street for South Hamilton Avenue	"Stop" sign (90-973);

Street	Type Of Sign
West 36th Street and South Rockwell Street	"All-Way Stop" signs (90-873);
Stopping West 42nd Street for South Artesian Avenue	"Stop" signs (90-1115);
Stopping West 44th Street for South Campbell Avenue	"Stop" sign (90-1113);
Stopping West 44th Street for South Kilpatrick Avenue	"Two-Way Stop" signs (90-1118);
West 58th Street and South Nashville Avenue	"All-Way Stop" signs (90-662);
Stopping East 70th Street for South Kimbark Avenue	"Two-Way Stop" signs (90-1139);
Stopping East 72nd Place for South Euclid Avenue	"Stop" sign (90-1094);
Stopping East 80th Street for South Langley Avenue	"Stop" sign (90-1390);
Stopping East 96th Street for South Calhoun Avenue	"Two-Way Stop" signs (90-1164);
Stopping East 101st Street for South Yates Avenue	"Two-Way Stop" signs (90-1104).

Amendment Of Traffic Warning Signs.

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

SECTION 1. That an ordinance passed by the City Council on March 4, 1990, page 13486 of the Journal of the Proceedings of said date, to erect traffic warning signs on designated streets is hereby amended by striking therefrom the following:

"Eastbound West 80th Street, at South Kedzie Avenue -- 'No Left Turn -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday'"

and inserting in lieu thereof:

"Southbound on South Kedzie Avenue, at West 80th Street -- 'No Left Turn -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday'" (90-1080).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION OF "CLOSED TO TRAFFIC" SIGNS
AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (July 12, 1990 and October 3, 1990) proposed ordinances to close to vehicular traffic portions of sundry streets, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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 Commissioner of Public Works is hereby authorized and directed to give consideration to close to traffic signs at the following locations:

Street	Limits
South Kildare Avenue	Between West 57th Avenue and the first alley north thereof -- (Sumner School) (90-1436);
North Kolmar Avenue	Between West West End Avenue and West Maypole Avenue (Marconi School) (90-1437);
South Seeley Avenue	Between West 49th Street to West 50th Street -- 8:00 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M. -- all school days -- October 1, 1990 to June 10, 1991 (90-1435);
West 56th Place and West 57th Street	Between Karlov and Keeler Avenues -- 7:35 A.M. to 8:00 A.M. and 1:50 P.M. to 2:10 P.M. -- Monday through Friday -- school days -- August 27, 1990 to June 7, 1991 (90-1070).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

WEIGHT LIMITATIONS ESTABLISHED ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (July 31, 1990, September 12, 1990 and October 3, 1990) proposed ordinances to limit the weight of trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way	Limits And Maximum Load
North Austin Avenue	From North Northwest Highway to West Bryn Mawr Avenue -- no truck over 5-tons gross weight (90-1461);
West Fillmore Street	Between South Keeler Avenue and South Kildare Avenue -- 5-tons (90-1271);
West Fulton Street	From South Cicero Avenue to South Kilpatrick Avenue -- 5-tons (90-1273);
West Grenshaw Street	Between South Kildare Avenue and South Pulaski Road -- 5-tons (90--1272);
South Long Avenue	From 6300 to 6500 -- 5-tons (90-1067).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.*

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Laurino moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 49.

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

The committee report listing said ordinances and orders, which failed to pass, reads as follows:

CHICAGO, November 28, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (February 28, 1990, May 16, 1990, June 27, 1990, July 31, 1990, September 12, 1990 and October 3, 1990) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

West Monroe Street At 2749 (90-1249).

Loading Zones:

North Stetson Avenue From a point 193 feet south of East
(East side) South Water Street, to a point 25
feet south thereof (90-1203);

North Woods Street At 414 (90-1207).

Weight Limitation:

North Latrobe Avenue At West Lake Street -- 2-tons (90-
1278).

Traffic Lane Tow-Away Zone:

East Chestnut Street From North State Street to North
(Both sides) Wabash Avenue (90-1232).

Traffic Warning Signs:

(October 3, 1990) "Stop" sign -- north/southbound traffic on North Kenton Avenue, at West Wilson Avenue -- 90-1352;

(September 12, 1990) "Stop" sign -- North Newland Avenue, at intersection of West Altgeld Street (90-1158);

(September 12, 1990) "Four-Way Stop" sign -- West Palmer Street and South Leamington Avenue (90-1169);

(September 12, 1990) "All-Way Stop" sign -- South Scottsdale Avenue (southeast/northwest) and South Kilpatrick Avenue (90-1173).

Miscellaneous Signs:

South University Avenue (West side)	In the 8000 block -- "No Dumping" signs (90-1289);
South Claremont Avenue (East side)	In the 3400 block -- service drive and diagonal parking (90-298);
Wabash Avenue (Both sides)	Between East Wacker Drive and East Harrison Street -- parking meters (90-1402);
First alley north of	West Diversey Avenue, between North Sayre and North Newland Avenues -- "Slow -- Children Playing" signs (90-892).

Amend Parking Prohibited At All Times:

Repeal ordinance for 9819 South Woodlawn Avenue -- Permit 4311 (90-1309);

Amend ordinance by striking: "Eastbound on West 80th Street, at South Kedzie Avenue -- 'No Left Turn -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday'" and inserting: "Southbound on South Kedzie Avenue, at West 80th Street -- 'No Left Turn -- 6:00 A.M. to 9:00 A.M. and 4:00 P.M. to 7:00 P.M. -- Monday through Friday'" (90-129).

Amend Parking Meters:

Removal of east side of South Franklin Street just north of West Monroe Street by striking: "meters" and inserting "loading zone" (57 CACI) (90-1400);

Removal of south side of West Madison Street between South Dearborn Street and South State Street by striking: "11 meters" and inserting: "daytime loading zones in the west half of this block and tow-away zones in the east half of this block" (90-1409).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON ZONING.

**AMENDMENT OF CHICAGO ZONING ORDINANCE TO
RECLASSIFY AREA SHOWN ON MAP NO. 3-I.**

The Committee on Zoning submitted the following report:

CHICAGO, November 26, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 15, 1990, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

At this time, I, along with Alderman Cullerton move that this report be deferred and published with the exception of Aldermanic application Number A2778 (time is of the essence).

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-I in area bounded by:

West Crystal Street; a line 115.60 feet west of North Washtenaw Avenue; a line 62 feet south of West Crystal Street; North Washtenaw Avenue; the alley next north of and parallel to West Division Street; and a line 140.63 feet west of North Washtenaw Avenue,

to those of a B4-2 Restricted Service 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.

*Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.*

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Cullerton, *Deferred* and ordered published:

CHICAGO, November 26, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 15, 1990, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

At this time, I, along with Alderman Cullerton move that this report be *Deferred* and published with the exception of Aldermanic Application A2778 (time is of the essence).

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 3-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 3-L in area bounded by:

the alley next north of and parallel to West Chicago Avenue; a line 50 feet west of and parallel to North Lawler Avenue; West Chicago Avenue; and a line 100 feet west of and parallel to North Lawler Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-I in area bounded by:

West Armitage Avenue; North Whipple Street; the alley next south of and parallel to West Armitage Avenue; and a line 56 feet west of North Whipple Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-I in area bounded by:

a line 75 feet, 3/4 inches south of West Cortland Avenue; North California Avenue; a line 100 feet, 1-inch south of West Cortland Avenue; and the alley next west of North California Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-I in the area bounded by:

the alley next north of and parallel to West Dickens Avenue; the alley next east of and parallel to North Albany Avenue; West Dickens Avenue; and North Albany Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 8-G in area bounded by:

a line 77 feet south of West 38th Place; South Ashland Avenue; West 39th Street; and the alley next west of South Ashland Avenue,

to those of an M1-2 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-H in area bounded by:

West Newport Avenue; the easterly right-of-way of North Ravenswood Avenue; the alley next south of and parallel to West Newport Avenue, or the line thereof extended where no alley exists; and a line 176 feet west of the westerly right-of-way of North Ravenswood Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-K.

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 R2 Single-Family Residence District symbols and indications as shown on Map No. 12-K in area bounded by:

the alley next north of and parallel to West 55th Street; a line 134.11 feet west of South Karlov Avenue; West 55th Street; and a line 59.11 feet east of South Kedvale Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-M.

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 R2 Single-Family Residence District symbols and indications as shown on Map No. 12-M in area bounded by:

a line 124.5 feet south of and parallel to West 53rd Street; South Mobile Avenue; a line 184.5 feet south of and parallel to West 53rd Street; and the alley next west of South Mobile Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 13-H in area bounded by:

a line 128.07 feet north of West Ainslie Street; the alley next east of and parallel to North Seeley Avenue; a line 102 feet north of West Ainslie Street; and North Seeley Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 26-A.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 26-A in area bounded by:

East 104th Street; the alley next east of and parallel to South Ewing Avenue; a line 310 feet south of and parallel to East 104th Street; South Ewing Avenue; a line 285 feet south of and parallel to East 104th Street; and the alley next west of and parallel to South Ewing Avenue,

to those of a B4-1 Restricted Service 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.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Dixon, Shaw, Burke and M. Smith. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN DIXON (8th Ward):

***CONGRATULATIONS EXTENDED TO MR. HENDERSON
BARNES FOR HIS OUTSTANDING CITIZENSHIP.***

WHEREAS, Henderson Barnes, President of the 8300 Block of South Ingleside Avenue Block Club Organization, has worked diligently and with selfless dedication for his entire community; and

WHEREAS, Henderson Barnes, a longtime member of the Organization of Disabled American Veterans, has earned for himself an enviable reputation for heroism and concern; and

WHEREAS, Henderson Barnes has long been community-minded and giving. Before he moved to Chicago, he was credited with saving the life of a police officer. Since he lived here he has been an asset to his neighborhood, organizing block clubs, and recently as a Beat Representative thwarting burglaries and helping fight crime. As a Beat Representative he holds a Certificate of Achievement. His volunteer work has also been extended to jury duty as well as helping at voter registration and elections. He is truly a world-class Chicago citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby express our gratitude to Henderson Barnes for his outstanding citizenship and his tireless dedication to his great south side community, and extend to this excellent Chicagoan our very best wishes; and

Be It Further Resolved. That a suitable copy of this resolution be prepared and presented to Henderson Barnes.

CONGRATULATIONS EXTENDED TO REVEREND
HENRY O. HARDY ON TWENTY-THIRD
ANNIVERSARY OF HIS
ORDINATION.

WHEREAS, The Reverend Henry O. Hardy, Pastor of Cosmopolitan Community Church on Chicago's great south side, has just celebrated the twenty-third anniversary of his ordination; and

WHEREAS, A graduate of the University of Illinois School of Journalism, Reverend Hardy received the Bachelor of Divinity from Divinity School of the University of Chicago. He also earned a Master of Arts Degree in theology and literary criticism from the University of Chicago; and

WHEREAS, Reverend Henry O. Hardy, a much sought-after lecturer and public speaker, has spoken at colleges, universities, schools, churches and for civic groups. During his function as Field Representative, Juvenile Protection, American Baptist Home Mission Societies, he has also done extensive work with young people; and

WHEREAS, Reverend Henry O. Hardy, a gifted writer and poet, is a former journalist who has written for the *St. Louis Argus*, *Chicago Defender* and *Gary American Newspaper*. He is the recipient of numerous awards, has been the subject of newspaper and magazine articles and has appeared as a guest on several television programs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby offer our congratulations to the Reverend Henry O. Hardy on the twenty-third anniversary of his ordination, and express our gratitude for the outstanding example of spiritual guidance and citizenship which he has shown our great City; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Henry O. Hardy.

CONGRATULATIONS EXTENDED TO REVEREND DOCTOR
CLAUDE S. WYATT, JR. ON HIS SIXTY-NINTH
BIRTHDAY AND THIRTY-FIFTH
YEAR AS PASTOR OF VERNON
PARK CHURCH OF GOD.

WHEREAS, The Reverend Doctor Claude S. Wyatt, Jr. has just celebrated

his sixty-ninth birthday and also his thirty-fifth year as Pastor of Vernon Park Church of God on Chicago's great south side; and

WHEREAS, The Reverend Doctor has been married some fifty years to the Reverend Dr. Addie L. Wyatt, who is Co-Pastor at Vernon Park Church of God; and

WHEREAS, The Reverend Doctor Claude S. Wyatt, Jr., has provided dynamic spiritual guidance at Vernon Park Church of God. He has been honored several times by Operation Push, by Urban Ministries Publications, and other such organizations, and by the prestigious Blackbook Business and National Publication Agency as one of the top ten business and professional persons. He was also selected by the DuSable Umbrella Alumni, Inc., to be inducted into their Hall of Fame; and

WHEREAS, The leaders of this great City are cognizant of the immense debt owed our great spiritual leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby honor the Reverend Dr. Claude S. Wyatt, Jr., on the celebrations of his birthday and his thirty-fifth year as Pastor of Vernon Park Church of God, and extend to this fine citizen and his lovely wife and family our very best wishes for many more years of success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Doctor Claude S. Wyatt, Jr.

**CONGRATULATIONS EXTENDED MISSISSIPPI VALLEY
STATE UNIVERSITY, CHICAGO AREA ALUMNI
CHAPTER, ON ITS EIGHTEENTH ANNUAL
SCHOLARSHIP FUNDRAISER.**

WHEREAS, The Mississippi Valley State University held its Eighteenth Annual Scholarship Fundraiser, Saturday, November 3, 1990; and

WHEREAS, The leaders of this great City are cognizant of the great efforts and sacrifices necessary to produce a successful fundraiser; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby extend our heartiest congratulations to these people who exemplify team spirit, determination and excellence and congratulate each and every member of the Mississippi Valley State University, Chicago Area Alumni Chapter, on the success of their Eighteenth Annual Scholarship Fundraiser; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the members of Mississippi Valley State University, Chicago Area Alumni Chapter.

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE REVEREND HENRY AUSLEY, SR.

WHEREAS, God in his infinite wisdom has called to his eternal reward the Reverend Henry Ausley, Sr., Pastor of Greater Straightway M. B. Church on Chicago's great south side; and

WHEREAS, A native of Helena, Arkansas, Henry Ausley, Sr., came to Chicago in 1946, following honorable Army service in World War II. A life-long dedication to his fellow man and religious principles culminated in his ordination on July 14, 1963. Associated with other churches for several years, he became Pastor of Greater Straightway in 1966 and remained a pillar of his community for almost a quarter century until his death; and

WHEREAS, A symbol of strength and fervor and inspiration, Reverend Henry Ausley, Sr., was united in holy matrimony to the former Corrie McGee in 1964. This union has yielded six children and two grandchildren, who survive along with many other relatives and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby express our sorrow on the passing of the Reverend Henry Ausley, Sr., Pastor of Greater Straightway M. B. Church, and extend to his widow, his family, and his many friends, our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Henry Ausley, Sr.

Presented By

ALDERMAN HUELS (11TH Ward):

**CONGRATULATION EXTENDED TO POLICE OFFICER
RICHARD DE FRANCISCO ON HIS RETIREMENT
AFTER TWENTY-FIVE YEARS OF
DEDICATED SERVICE.**

WHEREAS, Richard DeFrancisco began his career with the Chicago Police Department on June 14, 1965; and

WHEREAS, During his career, Richard DeFrancisco has received numerous commendations for service; and

WHEREAS, The assignments of Richard DeFrancisco were several including the 9th Deering Station; and

WHEREAS, After twenty-five years of service, Richard DeFrancisco is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Richard DeFrancisco has had the total support of his family and friends, as he has done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-eighth day of November in 1990, do hereby extend our sincerest gratitude to Richard DeFrancisco for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest 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 Richard DeFrancisco.

**CONGRATULATIONS EXTENDED TO MR. ROBERT L. DESVIGNES
ON HIS RETIREMENT AFTER FORTY-ONE YEARS OF
DEDICATED SERVICE WITH CHICAGO
TRANSIT AUTHORITY.**

WHEREAS, Robert L. Desvignes began his career with the Chicago Transit Authority in 1949 when he was hired as an extra trainman; and

WHEREAS, In 1959 Mr. Desvignes was promoted to Supervisor where he monitored scheduled and non-scheduled rail operations; and

WHEREAS, In 1963 Mr. Desvignes was promoted to Instructor where he instructed all entry-level rail employees in the specifics of their duties; and

WHEREAS, In 1967 Mr. Desvignes became Line Supervisor where he was responsible for the entire operation of rail lines; and

WHEREAS, In 1969 Mr. Desvignes was promoted to Relief Station Superintendent, his duties included aiding the Station Superintendent in the administrative function of this office, and in 1970 he became Assistant Station Superintendent; and

WHEREAS, In 1974 Mr. Desvignes was promoted to Station Superintendent where he was responsible for the entire operation of the terminal; and

WHEREAS, In 1975 Mr. Desvignes was transferred to the Personnel Department and promoted to Superintendent, Administrative Training/Training Services, where he was responsible for the training of all personnel except those in Operations; and

WHEREAS, In 1977 Mr. Desvignes was promoted to Area Superintendent, Far South Transportation Department where he was responsible for the administration of rules, regulations, and procedures, he oversaw 2,300 employees; and

WHEREAS, In 1978 he became Area Superintendent, Instruction, he was responsible for all of the training for 8,000 Transportation Department employees, he also became a member of the Executive Decision Committee of the Employee Suggestion Plan; and

WHEREAS, From 1983 -- 1984 he was the Director of Administration and Performance Control, where he was responsible for all administrative functions of the Transportation Department; and

WHEREAS, From 1984 -- 1988 Mr. Desvignes was promoted to Manager of Operations, Administrative Services, where he provided performance indicators for Operations Division; and

WHEREAS, In 1988 Robert L. Desvignes was awarded the position of Manager, Rail Personnel, within the Transportation Personnel Department, having brought with him a wealth of experience in a variety of areas; and

WHEREAS, Robert L. Desvignes was integral in improving union/management relations and implementing the new, positive discipline guidelines which have ultimately resulted in better service to C.T.A.'s ridership; and

WHEREAS, Robert L. Desvignes is married with children, all of whom are proud of his hard work and the dedication he has to both his family and his career; and

WHEREAS, From 1943 - 1945 Robert L. Desvignes served in the United States Army as 1313 G.S. Engineer Regiment Supply Clerk; he was awarded the Good Conduct Medal and was released on Honorable Discharge; and

WHEREAS, Robert L. Desvignes enjoys spending his free time fishing, bowling, playing handball and racquetball; and

WHEREAS, Robert L. Desvignes is affiliated with the following Houses of Worship: Arnette Chapel A.M.E., Chicago, Saint James A.M.E., Chicago, New Orleans and Los Angeles; and

WHEREAS, Robert L. Desvignes, a Chicago resident and C.T.A. employee will be retiring after serving forty-one outstanding years with the Authority; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-eighth day of November in 1990, do hereby extend our sincerest gratitude to Robert L. Desvignes for his forty-one years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert L. Desvignes.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER
FRANK J. KNOWSKI ON HIS RETIREMENT AFTER
THIRTY-TWO YEARS OF DEDICATED SERVICE.**

WHEREAS, Frank J. Knowski began his career with the Chicago Police Department on September 1, 1958; and

WHEREAS, During his career, Frank J. Knowski has received numerous commendations for service; and

WHEREAS, The assignments of Frank J. Knowski were several including the 9th District Deering Station; and

WHEREAS, After thirty-two years of service, Frank J. Knowski is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Frank J. Knowski has had the total support of his family and friends, as he has done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-eighth day of November in 1990, do hereby extend our sincerest gratitude to Frank J. Knowski for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest 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 Frank J. Knowski.

**CONGRATULATIONS EXTENDED TO LIEUTENANT
JAMES J. ORR ON HIS RETIREMENT AFTER
THIRTY-THREE YEARS OF DEDICATED
SERVICE WITH CHICAGO
POLICE DEPARTMENT.**

WHEREAS, Lieutenant James J. Orr began his career with the Chicago Police Department on July 1, 1957; and

WHEREAS, Lieutenant Orr was promoted to Sergeant in July, 1971; and

WHEREAS, On May 16, 1984 he was promoted to the rank of Lieutenant; and

WHEREAS, During his career Lieutenant James J. Orr has received numerous commendations for service; and

WHEREAS, The assignments of Lieutenant James J. Orr were several including the 9th District Deering Station; and

WHEREAS, After thirty-three years of service, Lieutenant James J. Orr is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Lieutenant James J. Orr has had the total support of his family and friends, as he has done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-eighth day of November in 1990, do hereby extend our sincerest gratitude to Lieutenant James J. Orr for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of the resolution be made available for Lieutenant James J. Orr.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER KASS ROSS
ON HIS RETIREMENT AFTER TWENTY-SIX YEARS
OF DEDICATED SERVICE.**

WHEREAS, Kass Ross began his career with the Chicago Police Department on June 22, 1964; and

WHEREAS, During his career, Kass Ross has received numerous commendations for service; and

WHEREAS, The assignments of Kass Ross were several including the 9th District Deering Station; and

WHEREAS, After twenty-six years of service, Kass Ross is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Kass Ross has had the total support of his family and friends, as he had done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered this twenty-eighth day of November in 1990, do hereby extend our sincerest gratitude to Kass Ross for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest 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 Kass Ross.

**CONGRATULATIONS EXTENDED TO DE LA SALLE INSTITUTE
ON ITS NINETY-FIFTH ANNUAL ALUMNI BANQUET.**

WHEREAS, De LaSalle Institute is proud to announce its Ninety-fifth Annual Alumni Banquet; and

WHEREAS, De LaSalle is a Catholic Boys High School, founded over one hundred years ago; and

WHEREAS, The Alumni Association helps to promote fellowship amongst graduates; and

WHEREAS, The Alumni Association invites prominent guest speakers to De LaSalle to encourage and educate the students in all facets; and

WHEREAS, The Alumni Association assists the students in job placement and career opportunities; and

WHEREAS, The Alumni Association raises money for De LaSalle to aid the students with scholarships and state-of-the-art equipment to assist them with their education; and

WHEREAS, The Alumni Banquet took place on Friday, November twenty-third at the Lexington House in Hickory Hills; and

WHEREAS, The Honorable Michael A. Bilandic, Class of 1940, was Master of Ceremony; and

WHEREAS, Special recognition was given to the Fiftieth Anniversary Class of 1940 and the Twenty-fifth Anniversary Class of 1965; and

WHEREAS, The recipient of De LaSalle's Golden Honor Key Award was John Aranza, Class of 1975; and

WHEREAS, Basketball stars Charles and Tom Niego, both from the Class of 1982, were inducted into De LaSalle's Sports Hall of Fame; and

WHEREAS, Alumni George Connor, Class of 1942, was inducted into the Chicago Sports Hall of Fame in 1980 for being All Pro for the Chicago Bears and All American at Notre Dame; and

WHEREAS, Chet Bulger, a retired teacher and Athletic Director of thirty-two years at De LaSalle was inducted into the Chicago Sports Hall of Fame on November 9, 1990; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-eighth day of November in

1990, do hereby extend our heartiest congratulations to the De LaSalle Institute on its Ninety-fifth Annual Alumni Banquet; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the De LaSalle Institute and to Michael J. Hughes, President of the Alumni Association.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. JOSEPH P. ANTONOW.

WHEREAS, Joseph P. Antonow passed away Sunday, November 18, 1990 at the age of seventy-four; and

WHEREAS, Mr. Antonow was a highly-intelligent and energetic man who applied his considerable talents to a wide variety of endeavors; and

WHEREAS, Mr. Antonow, a graduate of Harvard University Law School, was a successful attorney who served, among other things, as Private Counsel to United States Supreme Court Justice William O. Douglas; and

WHEREAS, Mr. Antonow was involved in public life as Co-Chairman of the Illinois McGovern for President Committee in 1972 and a member of the Executive Committee of the Study of Democratic Institutions; and

WHEREAS, Mr. Antonow contributed to both philanthropy and the arts, serving as a member of the Executive Committee of the Chicago Youth Centers and as a member of the Board of the Chicago International Film Festival and the Modern Poetry Association; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Joseph P. Antonow as a man of intelligence and character who contributed greatly to Chicago and the United States through a wide variety of endeavors, and do hereby extend our sincerest condolences to his daughter, Jonna Kaplan, and four sons, Justin, Eric, Christopher and Gregory; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph P. Antonow.

TRIBUTE TO LATE MR. THOMAS CLANCY.

WHEREAS, Irish singing legend Tom Clancy passed away Wednesday, November 7, 1990 at the age of sixty-seven; and

WHEREAS, Mr. Clancy, his brothers Tom, Paddy and Liam and Tommy Makem in 1959 formed the group The Clancy Brothers and Tommy Makem; and

WHEREAS, Mr. Clancy and the other members of the group used their considerable talents to break new ground in the music industry, much to the enjoyment of their fans; and

WHEREAS, The group soon became a major influence in the folk music revival in Ireland and exposed millions of people around the globe to Irish music and culture; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Tom Clancy as a man of character who used his talents to bring joy to millions of people all over the world, and do hereby extend our sincerest condolences to his wife, Joan, four daughters, and surviving brothers; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Tom Clancy.

TRIBUTE TO LATE MRS. LILLIAN F. COWHEY.

WHEREAS, Lillian F. Cowhey passed away Thursday, November 15, 1990 at the age of eighty-three; and

WHEREAS, Mrs. Cowhey was a lady of strength and character who was loved and respected by all who knew her; and

WHEREAS, Mrs. Cowhey was the loving wife of the late William J. Cowhey, a dedicated public servant who was Alderman and Committeeman of the 41st Ward and State Fire Marshal ; and

WHEREAS, Mrs. Cowhey was also devoted mother to her five children, to whom she passed on many of the fine qualities she herself possessed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Lillian F. Cowhey as a lady of character who deeply touched the lives of many people in ways they will never forget, and do hereby extend our sincerest condolences to her sons, William, James and E. Dennis, and daughters, Patricia Courtney and Maureen Kenny; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lillian F. Cowhey.

TRIBUTE TO LATE POLICE OFFICER DONALD M. DIXON.

WHEREAS, Donald M. Dixon, a retired Chicago Police Officer passed away Thursday, November 15, 1990 at the age of fifty-four; and

WHEREAS, Officer Dixon faithfully served the Chicago Police Department for twenty-seven years before retiring in 1990; and

WHEREAS, Officer Dixon served the Department in many capacities during his long career, but no matter what his duties he carried them out in an exemplary manner; and

WHEREAS, Officer Dixon at all times proudly upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Officer Donald M. Dixon for his many years of dedicated service to Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Gloria, daughters, Dawn Szeszycki and Michele Scholes, and son, Deon; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Officer Donald M. Dixon.

TRIBUTE TO LATE MR. ROBERT P. FREEMAN.

WHEREAS, Robert P. Freeman, a senior attorney with the Chicago Transit Authority, passed away Sunday, November 11, 1990 at the age of sixty; and

WHEREAS, Mr. Freeman, a man of character and intelligence, had a long and successful law career both in the public and private sectors; and

WHEREAS, Mr. Freeman was a highly skilled and experienced attorney who contributed immeasurably to the C.T.A. during his many years of service there; and

WHEREAS, Mr. Freeman was also highly respected for his work with the law firms of Schaller, Reilly and Daley, and Shannon and Freeman; and

WHEREAS, Throughout his career, Mr. Freeman exemplified the highest standards of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Robert P. Freeman for his years of dedicated service to the City of Chicago and his many contributions to the legal profession, and do hereby extend our sincerest condolences to his mother, Wilhelmina; and two brothers, Jack Dorsett and James Creed; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert P. Freeman.

TRIBUTE TO LATE MR. JOHN C. GEOCARIS.

WHEREAS, John C. Geocaris passed away Tuesday, November 20, 1990 at the age of seventy-nine; and

WHEREAS, Mr. Geocaris, a man of intelligence and dedication, was a former Deputy Commissioner of the Department of Streets and Sanitation, where he ably served as Chief of the Bureau of Parking; and

WHEREAS, Mr. Geocaris was Democratic Committeeman of the 40th Ward, where his strong character and outgoing nature made him a popular figure; and

WHEREAS, Mr. Geocaris was also deeply involved in his heritage, serving as President of the 13th District and the North Shore Chapter of the Order of the AHEPA and working to raise funds for a Greek-American nursing home; and

WHEREAS, Throughout his career, Mr. Geocar is upheld the finest traditions of public service and was a valuable asset to his community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate John C. Geocar is for his many years of dedicated service to Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Helen; sons, Christ and Steven; and daughter, Angela Morton; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John C. Geocar is.

TRIBUTE TO LATE MR. MICHAEL "MICKEY" GITLITZ.

WHEREAS, Michael "Mickey" Gitlitz passed away Sunday, November 18, 1990 at the age of fifty-six; and

WHEREAS, Mr. Gitlitz, a highly-skilled attorney and former University of Wisconsin fullback, combined his business talents and love of sports to develop several premier sports facilities; and

WHEREAS, Mr. Gitlitz was the founder and former President of the Fitness Formula, a development and management firm responsible for operating several fitness facilities, most notably the Multiplex Fitness Club in Deerfield, a favorite of the Chicago Bears and Bulls; and

WHEREAS, Mr. Gitlitz, a man of character who enjoyed life, was a genuine sports fan who loved his work and who endeared himself to all he met; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Michael Gitlitz as a talented businessman and genuine Chicago sports enthusiast who contributed much to the City, and do hereby extend our sincerest condolences to his wife, Hazel, son, Scott, and daughter, Jamie; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael Gitlitz.

TRIBUTE TO POLICE SERGEANT JAMES R. HANSEN.

WHEREAS, Retired Chicago Police Sergeant James R. Hansen passed away Monday, November 19, 1990 at the age of sixty-seven; and

WHEREAS, Sergeant Hansen served the Chicago Police Department in many capacities, but no matter what his duties he carried them out in an exemplary manner; and

WHEREAS, Because of his intelligence and skill, Sergeant Hansen was assigned to the elite Criminal Investigation Unit, where he received several commendations and was honored by the Federal Bureau of Investigation; and

WHEREAS, Sergeant Hansen was a member of the Chicago Police Sergeants Association, the Saint Jude League and the Illinois Police Association; and

WHEREAS, Throughout his thirty-year career, Sergeant Hansen proudly upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Sergeant James R. Hansen for his many years of dedicated service to Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Lois, sons, Neil, Timothy and Robert, and daughter, Lynne Underdown; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sergeant James R. Hansen.

TRIBUTE TO LATE FATHER DAVID J. LYNCH.

WHEREAS, Father David J. Lynch, Founding Pastor of Prince of Peace Roman Catholic Church, passed away Thursday, November 22, 1990 at the age of eighty-three; and

WHEREAS, Father Lynch, a man of faith and compassion, was ordained in 1932 and served as Assistant Pastor at numerous churches before founding Prince of Peace; and

WHEREAS, Father Lynch built Prince of Peace from the ground up, celebrating mass in the gymnasium until the church was completed in 1956; and

WHEREAS, Father Lynch served as Pastor of Prince of Peace until his retirement in 1977, and under his skillful guidance the parish flourished; and

WHEREAS, Father Lynch's dedication and faith inspired the parishioners of Prince of Peace and made him a respected and beloved figure; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Father David J. Lynch as a man of character and energy who faithfully served others throughout his life, and do hereby extend our sincerest condolences to his sisters, Eileen Booz and Marion Lynch; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Father David J. Lynch.

**TRIBUTE TO LATE POLICE OFFICER JOHNNY L. MARTIN
AND DESIGNATION OF DECEMBER 5, 1990
AS "JOHNNY L. MARTIN DAY
IN CHICAGO".**

WHEREAS, Johnny L. Martin, a Chicago Police Officer, was shot and killed June 28, 1990 at the age of thirty-one; and

WHEREAS, Officer Martin served in the Chicago Police Department from 1986 and was a dedicated police officer who loved his job; and

WHEREAS, During his term of duty with the Chicago Police Department, Officer Martin received one department commendation and seventeen honorable mentions; and

WHEREAS, Without fear for his own life, Officer Martin was shot and killed trying to prevent the theft of a neighbor's vehicle, even though he was off-duty at the time; and

WHEREAS, Officer Martin left as his survivors his mother, Alice, five sisters and two brothers; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-eighth day of November, 1990, designate December 5, 1990 as "Johnny L. Martin Day in Chicago" in memory of the life he gave to this City and for all Chicago Police Officers who made the ultimate sacrifice for this City and its citizens; and

Be It Further Resolved, That December 5th be a day set aside each year in honor of those police officers who are killed in the line of duty.

**TRIBUTE TO LATE ILLINOIS STATE REPRESENTATIVE
JOSEPH P. MCGAH.**

WHEREAS, Joseph P. McGah, a former Illinois State Representative, passed away Monday, November 12, 1990 at the age of sixty-eight; and

WHEREAS, Representative McGah was a man of intelligence and strong character who had a long and varied career in public service; and

WHEREAS, Representative McGah, who received his law degree from Loyola University, went on to serve as Village Clerk of Berkeley, Police Magistrate of Berkeley, Justice of the Peace for Proviso Township and Cook County Circuit Court Magistrate before he began his distinguished eight-year career in the Illinois General Assembly; and

WHEREAS, After leaving public office, Representative McGah served as legal advisor to House Speaker William Redmond and for many years was a member of the law firm of McGah and McGah, in addition to other interests; and

WHEREAS, Throughout his long career, Representative McGah exemplified the highest standards of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Representative Joseph P. McGah as a man of integrity and intelligence who devoted himself to serving the people of Illinois and do hereby extend our sincerest condolences to his wife, Barbara, sons, Joseph Jr. and James, and daughters, Barbara Van Vlierbergen and Mary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Representative Joseph P. McGah.

TRIBUTE TO LATE MS. MARY JO MOCCIA.

WHEREAS, Mary Jo Moccia passed away Friday, November 16, 1990 at the age of fifty-four; and

WHEREAS, Ms. Moccia, a highly-intelligent and energetic woman, was Senior Vice President of the Midwest Stock Exchange and President of MSE Integrated Systems, Inc.; and

WHEREAS, Due largely to Ms. Moccia's talent and dedication, much of the Midwest Stock Exchange's massive business was transferred to computer automation; and

WHEREAS, Ms. Moccia's impressive contributions to the Stock Exchange increased its already vital role in Chicago's economy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Mary Jo Moccia for her invaluable contributions to the economic vitality of the City, and do hereby extend our sincerest condolences to her sisters, Phyllis Maenza and Grace Moccia; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Jo Moccia.

TRIBUTE TO LATE MRS. DELLA G. MULMAT.

WHEREAS, Della G. Mulmat passed away Thursday, November 8, 1990 at the age of eighty-six; and

WHEREAS, Mrs. Mulmat was a lady of strong character who dedicated herself to serving others and her family; and

WHEREAS, Mrs. Mulmat, an energetic and compassionate lady, was active in many philanthropic and community organizations, including the Mt. Sinai Hospital Service and the Lawndale Chapter of B'nai B'rith; and

WHEREAS, Mrs. Mulmat was a lady of strong faith who touched the lives of those who knew her in ways they will never forget; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Della G. Mulmat as a woman of strength and

compassion who devoted herself to serving others, and do hereby extend our sincerest condolences to her husband, Isadore Mulmat, son, Cook County Circuit Court Judge Richard J. Elrod, daughter, Gloria E. Bliss, stepdaughter, Bernice Goldstone, and stepson, Maxwell Mulmat; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Della G. Malmut.

**TRIBUTE TO LATE ILLINOIS STATE REPRESENTATIVE
PAUL J. RANDOLPH.**

WHEREAS, Paul J. Randolph, a retired Republican State Representative, passed away recently at the age of eighty-five; and

WHEREAS, Representative Randolph, who represented the near north side for thirty-two years, was known as one of the most knowledgeable and innovative legislators in the General Assembly; and

WHEREAS, Representative Randolph pioneered some of the most important measures in the State Legislature in the modern era, most notably in the area of public transportation; and

WHEREAS, Representative Randolph was a leading proponent of establishing the University of Illinois at Chicago; and

WHEREAS, Representative Randolph, in addition to his numerous other duties and interests, was Chairman of the House Revenue Committee for seventeen years; and

WHEREAS, No matter what the issue, Representative Randolph brought to it the skill, experience and strength of character that made him one of the most respected members of the General Assembly; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Representative Paul J. Randolph for his many years of exemplary service to the people of Illinois; and do hereby extend our sincerest condolences to his wife, Florence; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Representative Paul J. Randolph.

TRIBUTE TO LATE MR. PETER J. ROCCO.

WHEREAS, Peter J. Rocco passed away Friday, November 16, 1990 at the age of ninety; and

WHEREAS, Mr. Rocco was a hard-working member of the Cook County Democratic Party for many years, and was a Precinct Captain on Chicago's west side for over three decades; and

WHEREAS, Mr. Rocco also was a valued employee for thirty years in the City of Chicago Comptroller's Office, where he carried out his duties in an exemplary manner; and

WHEREAS, Mr. Rocco, throughout his long life, took a keen interest in politics and public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council; in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Peter J. Rocco for his many years of dedicated service to Chicago and its citizens, and do hereby extend our sincerest condolences to his sons, Peter, Jr. and Christopher, and daughters Christine and Angela DeCarlo; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Peter J. Rocco.

TRIBUTE TO LATE MR. CHARLES J. SCANLON.

WHEREAS, Charles J. Scanlon, the former President of the Federal Reserve Bank in Chicago, passed away Thursday, November 15, 1990 at the age of seventy-five; and

WHEREAS, Mr. Scanlon began at the Federal Reserve Bank in Chicago as an office boy during the Depression and, through hard work and determination, went on to earn his degree from the Stonier Graduate School of Banking at Rutgers University; and

WHEREAS, Because of his intelligence and business skill, Mr. Scanlon rose through the ranks and was appointed President of the Federal Reserve Bank in Chicago in 1962; and

WHEREAS, Mr. Scanlon left banking in 1970 to join General Motors, where he had a successful career serving the company in several vital capacities; and

WHEREAS, Mr. Scanlon was a multi-faceted individual who used his considerable talents for the benefit of many companies and organizations, including the Alfred P. Sloan Foundation and the Citizens Budget Commission of New York City; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Charles J. Scanlon as a man of intelligence and character who contributed much to the business climate in Chicago and the United States, and do hereby extend our sincerest condolences to his wife, Peggy, and daughters, Barbara Brodt and Lisbeth Fairfield; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles J. Scanlon.

TRIBUTE TO LATE SENATOR JAMES C. SOPER.

WHEREAS, Retired State Senator James C. Soper passed away Friday, November 16, 1990 at the age of eighty-three; and

WHEREAS, Senator Soper, a man of intelligence and character, was involved in public service for many years, serving as the Prosecuting Attorney for Cicero and the first President of the Young Republican Organization of Cicero Township before being elected to the General Assembly in 1966; and

WHEREAS, Senator Soper served as Republican Senator from the 7th District for fourteen years, where he proved himself a dedicated and skilled legislator who was highly respected by his colleagues and constituents; and

WHEREAS, Senator Soper also applied his considerable skill as a member of many commissions and committees, including the Illinois Constitution Study Convention; and

WHEREAS, No matter what his duties, Senator Soper conducted himself in accord with the finest traditions of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Senator James C. Soper for his many years of

dedicated service to the State of Illinois and its citizens, and do hereby extend our sincerest condolences to his wife, Edna; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Senator James C. Soper.

**TRIBUTE TO LATE SCHAUMBURG FIRE CHIEF
ROBERT SUTHERLAND.**

WHEREAS, Robert Sutherland, Chief of the Schaumburg Fire Department, passed away Thursday, November 22, 1990 at the age of sixty-two; and

WHEREAS, Chief Sutherland, who previously served as a Lieutenant with the Chicago Fire Department for eighteen years, dedicated himself to improving fire protection and the safety of firefighters; and

WHEREAS, Chief Sutherland helped get a pamphlet published on how to coordinate Fire Department services for firefighters; and

WHEREAS, Chief Sutherland traveled throughout the state as Chairman of the Fire Service Funeral Committee for the Illinois Fire Chiefs Association and regularly visited sick and injured firefighters; and

WHEREAS, Throughout his career, Chief Sutherland was honored and respected by other firefighters for his character and tireless work on their behalf; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby commemorate Chief Robert Sutherland for his dedication to the firefighters and citizens of this area, and do hereby extend our sincerest condolences to his wife, Peggy; daughters, Christine Rees and Karen; and son, Scott Robert; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Chief Robert Sutherland.

**CONGRATULATIONS EXTENDED TO MR. FRANK W. CONSIDINE
ON BEING HONORED BY LOYOLA UNIVERSITY
AND AMERICAN NATIONAL CAN COMPANY
FOR HIS MANY CONTRIBUTIONS.**

WHEREAS, Loyola University and American National Can Company will honor Frank W. Considine December 4th for his immeasurable contributions to both the company and the university; and

WHEREAS, Mr. Considine is Honorary Chairman and Chairman of the Executive Committee of American National Can Company and Director of Pechiney International, S.A.; and

WHEREAS, Mr. Considine, a man of intelligence and talent, has been involved in the management of American National Can Company for many years; and

WHEREAS, American National Can Company has grown and prospered under Mr. Considine's able and dedicated leadership; and

WHEREAS, In addition to his many other interests, Mr. Considine is Chairman of the Board of Trustees of Loyola University; and

WHEREAS, Loyola, one of the nation's leading institutions of higher education, also has benefited tremendously from Mr. Considine's considerable talents; now, therefore,

***Be It Resolved,* That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby join American National Can Company and Loyola University in honoring Frank W. Considine for his innumerable contributions to the company, the university and the City of Chicago in general; and**

***Be It Further Resolved,* That a suitable copy of this resolution be presented to Frank W. Considine.**

**CONGRATULATIONS AND BEST WISHES EXTENDED TO
MR. JOSEPH J. ENGLISH ON HIS NEW POSITION
WITH FLATLEY COMPANY OF
MASSACHUSETTS.**

WHEREAS, Joseph J. English is being honored by Mount Carmel High School, the Hotel and Motel Association of Illinois, the Chicago Saint

Patrick's Day Parade Committee and his many friends on the occasion of his accepting a position with the Flatley Company in Massachusetts; and

WHEREAS, Mr. English, a man of great character and tremendous energy, has contributed much time and work to a great many organizations in Chicago and the suburbs over the years; and

WHEREAS, Mr. English has been a member of the Lay Council of Mount Carmel High School, where he has worked tirelessly to make the school one of the premiere educational institutions in Chicago; and

WHEREAS, Mr. English has been Executive Vice President and General Manager of the Oak Lawn Holiday Inn for the past twenty-one years and the Vice President of the Hotel and Motel Association of Illinois, through which he has contributed much to Chicago's economy; and

WHEREAS, Mr. English has also been a member of the Executive Committee of the Chicago Saint Patrick's Day Parade Committee, a member of the State Board of Education, Director of the Irish Fellowship Club of Chicago, and has been involved with many other civic, business and educational organizations, through which he has contributed in countless ways to making the Chicago area a better and more enjoyable place to live; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, do hereby honor Joseph J. English for his tireless work on behalf of and innumerable contributions to the people of the Chicago area, and do hereby wish him success in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph J. English.

**CONGRATULATIONS EXTENDED TO MRS.
BLANCHE ANNETTE KUDLIK GERARD
ON HER SEVENTY-SIXTH
BIRTHDAY.**

WHEREAS, Blanche Annette Kudlik Gerard will celebrate her seventy-sixth birthday on November 29, 1990; and

WHEREAS, Mrs. Gerard, a lady of faith and compassion, has dedicated her life to serving her family, her church and others; and

WHEREAS, Mrs. Gerard has been active in the Community United Methodist Church since her youth, when she was a member of the Epworth League, forerunner of the Methodist Youth Fellowship; and

WHEREAS, After her three children, Judith Arlene, Geraldine Carol and Peter Wesley, were born, Mrs. Gerard taught Sunday school and volunteered as an adult sponsor of the Methodist Youth Fellowship; and

WHEREAS, Although her husband, Peter John, passed away while her children were still in their teens, Mrs. Gerard found time to serve her church as a member of numerous service organizations, where her organizational skills became legendary; and

WHEREAS, To this day, Mrs. Gerard continues to touch the lives of others in positive ways by visiting the sick and shut-ins and performing other valuable tasks for her church and community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby honor Blanche Annette Kudlik Gerard on the occasion of her seventy-sixth birthday for her many years of compassionate and energetic service to others and her church; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Blanche Annette Kudlik Gerard.

Presented By

ALDERMAN SHEAHAN (19th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND
MRS. JOHN LYONS ON THEIR FIFTIETH
WEDDING ANNIVERSARY.**

WHEREAS, John and Kathryn Lyons, who reside in the 19th Ward, will celebrate fifty golden years of wedded bliss on November 21, 1990; and

WHEREAS, John and Kathryn were married on November 21, 1940, at Visitation Church, Chicago, Illinois, have long been models of solidity and strength of family life; and

WHEREAS, The union of their marriage brought forth their two fine children, John and Terrie; and

WHEREAS, John and Kathryn are the proud grandparents of six grandchildren; Katie, Bridget, Patrick, Michael, Collen and Sean; and

WHEREAS, Mr. and Mrs. Lyons will gather with their family and friends to celebrate this joyous occasion at a reception that will be held in their honor at the Royal Palace Restaurant, on Saturday November 17, 1990; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, do hereby extend our sincerest congratulations to John and Kathryn as they celebrate their fiftieth wedding anniversary, and may we also extend our warmest wishes to this fine couple for many more years of continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Lyons.

**CONGRATULATIONS EXTENDED TO FATHER EDWARD F.
MYERS ON HIS RETIREMENT AFTER TWENTY-ONE
YEARS AS PASTOR OF CHRIST THE KING
CHURCH AND DECEMBER 2, 1990
PROCLAIMED "FATHER F.
MYERS DAY IN
CHICAGO".**

WHEREAS, Father Edward F. Myers, Pastor of Christ the King Church, will retire on December 1, 1990; and

WHEREAS, Father Myers was born and raised in Ascension Parish in Oak Park, Illinois; and

WHEREAS, Father Myers attended and graduated from Quigley Preparatory Seminary in 1939; and

WHEREAS, Father Myers continued in the seminary system at Saint Mary of the Lake in Mundelein; and

WHEREAS, On February 24, 1945, Father Myers was ordained into the priesthood and assigned to Holy Cross Parish on the south side of Chicago; and

WHEREAS, In 1951, Father Myers was named Assistant Director of the Catholic Cemeteries for the Archdiocese of Chicago under the Directorship of Monsignor McElligott; and

WHEREAS, While attending to his duties for Catholic Cemeteries, Father Myers was active in Pre-Cana, Cana, Catholic Family Movement and in aiding childless couples with adoptions; and

WHEREAS, At the request of the late Cardinal Meyer, Father Myers initiated the Apostolates of the Handicapped, an organization he remains committed to as its Chaplain; and

WHEREAS, In December, 1969, late Cardinal Cody named Father Myers, Pastor of Christ the King Parish; and

WHEREAS, Father Myers has for the past twenty-one years selflessly and tirelessly served his parishioners and the entire Beverly Community on the south side of Chicago; and

WHEREAS, Father Myers will be remembered for his Irish wit and humor in his prose and poems at Sunday mass, from the Pastor's Desk in the *King's Page* and at the Annual Christ the King Dinner Dance; and

WHEREAS, Father Myers, though, will be most remembered by his friends and parishioners for his love and faithful dedication to his Christ the King family; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this twenty-eighth day of November, 1990, do hereby extend to Reverend Father Edward F. Myers our sincere best wishes on his retirement as Pastor of Christ the King Church, and do hereby join the Christ the King family, friends of Father Myers and the clergy in proclaiming Sunday, December 2, 1990, Father Edward F. Myers Day in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Father Edward F. Myers.

Presented By

ALDERMAN NATARUS (42nd Ward):

**TRIBUTE TO LATE ILLINOIS STATE REPRESENTATIVE
PAUL J. RANDOLPH.**

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Paul J. Randolph to his eternal reward on Monday, the 19th day of November, 1990; and

WHEREAS, In 1972, Mr. Paul Randolph headed the Illinois Commission on Economic Development and presided over public hearings on the creation of metropolitan authority to take over public transportation; and

WHEREAS, In 1974, Mr. Randolph was the major force behind the law that created the Chicago area's Regional Transportation Authority; and

WHEREAS, Mr. Paul Randolph was Chairman of the House Revenue Committee for seventeen years, and was also a member of the Illinois Fiscal Commission and the Illinois Bicentennial Commission; and

WHEREAS, Mr. Paul Randolph lived on the near north side of Chicago for many years, and was a longtime Republican Committeeman of the 42nd Ward; and

WHEREAS, When he retired in 1976, Mr. Paul Randolph was Dean of the Republicans in the Illinois House; and

WHEREAS, Mr. Paul Randolph was a State Representative for many years in the 13th District on the near north side of Chicago; and

WHEREAS, Mr. Paul Randolph was an active and devoted member of Fourth Presbyterian Church, serving as deacon, elder and trustee, and as head usher; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of November, nineteen hundred and ninety, do hereby express our deepest and most heartfelt sympathy at the passing of Mr. Paul Randolph, and do also extend to his beloved wife, Florence, our deepest and most sincere condolences on the occasion of her profound loss. Mr. Paul Randolph's spirit, generosity and unflinching loyalty will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Paul Randolph.

**CONGRATULATIONS EXTENDED TO MR. ALBERT H. FRIEDMAN
AS RECIPIENT OF CHICAGO GREEN STREETS AWARD.**

WHEREAS, Mr. Albert Friedman has begun to develop several properties in River North in Chicago; and

WHEREAS, Mr. Albert Friedman has invested great time, effort and resources to beautify the River North community; and

WHEREAS, Mr. Albert Friedman has not only rehabilitated many buildings in River North, he has also replaced hundreds of square feet of vaulted sidewalks, planted numerous trees, and installed decorative street lights, all at his own expense; and

WHEREAS, Mr. Friedman's contributions to River North have had a definite and positive impact on the aesthetics and character of the neighborhood; and

WHEREAS, On account of his efforts to beautify the neighborhood with trees and decorative lights, Mayor Richard M. Daley has awarded Mr. Albert Friedman a Chicago Green Streets Award; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of November, nineteen hundred and ninety, do hereby express our deepest and most heartfelt gratitude for all that Mr. Albert Friedman has done to beautify and enhance the character of River North, and do also urge all citizens of the City of Chicago to be cognizant the fine efforts of Mr. Albert Friedman; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Albert H. Friedman.

Presented By

ALDERMAN M. SMITH (48th Ward):

**GRATITUDE EXTENDED TO RABBI JOSEPH ALLEN EDELHEIT
FOR EIGHTEEN YEARS OF DEDICATED
COMMUNITY SERVICE.**

WHEREAS, Rabbi Joseph Allen Edelheit, Senior Rabbi at Emanuel Congregation on Chicago's great north side, has been a towering influence throughout his tenure in the community; and

WHEREAS, This outstanding spiritual leader, still a young man of staggering potential, already has to his great credit a history of selfless dedication to persons of virtually every walk of life. In a career not yet two decades old, Rabbi Joseph Allen Edelheit has been a prison chaplain, a youth counselor, an expert on A.I.D.S. pastoral care, an administrative officer in the Central Conference of American Rabbi's, all this in addition to his regular rabbinical duties and responsibilities; and

WHEREAS, Rabbi Joseph Allen Edelheit first came to Emanuel Congregation in 1973 as an Assistant Rabbi; has also served as a spiritual leader of Sinai Temple in Michigan City, Indiana, and became Emanuel Congregations' Senior Rabbi in 1986. The holder of a Fuerstenberg Fellowship, Rabbi Edelheit is a Ph.D. student at the University of Chicago Divinity School. He is married to Terri Shapiro, an executive with Helene Curtis, Inc.; and

WHEREAS, Emanuel Congregation and, indeed, much of the Edgewater community of our great City, owes an extreme debt of gratitude for the presence, the work and the dedication of Rabbi Joseph Allen Edelheit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby express our gratitude to Rabbi Joseph Allen Edelheit for this selfless dedication and his outstanding spiritual leadership, and extend to this fine citizen our very best wishes of continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Rabbi Joseph Allen Edelheit.

**GRATITUDE EXTENDED TO OPEN HAND CHICAGO
FOR PROVIDING FOOD SERVICE TO
INDIVIDUALS WITH A.I.D.S./H.I.V.**

WHEREAS, Open Hand Chicago is a caring group of volunteers who since December, 1988, have provided home-delivered meals to needy Chicagoans with A.I.D.S. or A.I.D.S.-related illnesses and to their dependents and caregivers as well; and

WHEREAS, For two years now, Open Hand Chicago has made an immense contribution to one of the most unfortunate segments of Chicago's population in delivering quality meals -- two per day, five days a week -- to qualified clients without regard to race, religion, sex, national origin, sexual orientation or means of infection. One hot dinner and one cold lunch are delivered by a volunteer driver in his or her own vehicle, and a volunteer runner to the home of the client; and

WHEREAS, While we all learn to deal with the dreaded A.I.D.S. virus, Open Hand Chicago has already been delivering a regular dependable lifeline of food to its qualified clients, who are referred by doctors, hospitals, health care agencies, social service agencies and other client-management organizations. These clients match almost identically with the incidents of A.I.D.S./H.I.V. in our City: 65% male, 35% female; 39% African American, 38% White, 21% Hispanic, 2% other. Fifteen percent are under twenty years of age; six percent are over fifty. On the average, Open Hand serves 422 meals per day throughout Chicago, and so far has always met the ever-increasing demand; and

WHEREAS, Through the services of over 200 volunteers, Open Hand Chicago has provided well over 100,000 meals. As we approach a new year of hope and reflect on our own commitments, the leaders of this great City recognize the debt we owe compassionate organizations such as Open Hand Chicago, which so tirelessly provide a heartline of care and support to some of our most unfortunate citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby pay tribute to Open Hand Chicago and its selfless provision of meals to citizens with A.I.D.S. or with A.I.D.S.-related illnesses, as well as to their dependents and caregivers. As we express our gratitude to this great organization, we call public attention to its most caring and compassionate program; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Open Hand Chicago.

CONGRATULATIONS EXTENDED TO PROLOGUE ALTERNATIVE
HIGH SCHOOL AND LEARNING CENTER ON BEING
SELECTED NATIONAL LEAD SCHOOL BY
NATIONAL COUNCIL OF TEACHERS
OF ENGLISH.

WHEREAS, Prologue Alternative High School, 1105 West Lawrence Avenue, in our great City of Chicago, was recently selected as National Lead School by the National Council of Teachers of English (N.C.T.E.); and

WHEREAS, The N.C.T.E. program honors elementary and secondary schools for successful English language arts programs focused on students at risk of failing or dropping out, and students who are not effectively served in traditional teaching programs; and

WHEREAS, Since 1973, Prologue has been providing excellent educational programs for teenagers and adults, lifting many from the depths of urban violence, teen childbearing and the limitations imposed by poverty, to the heights of literacy, skills and resultant dignity. Prologue's Alternative High School program, its Homeless Literacy Project and other specialized programs at the Learning Center are geared to embrace many people who have rejected or been rejected by traditional resources, and to guide them toward productivity and pride; and

WHEREAS, The leaders of this great City owe a large debt of gratitude to the Prologue Learning Center and Alternative High School for providing some of our less fortunate citizens with skills and tools and knowledge toward a better life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby congratulate Prologue's Alternative High School on its selection as a National Lead School by the National Council of Teachers of English (N.C.T.E.), and encourage public focus on the excellent achievements and ambitions of Prologue Learning Center.

**GRATITUDE EXTENDED TO RABBI HERMAN E. SCHAALMAN
FOR FIFTY YEARS OF SPIRITUAL LEADERSHIP.**

WHEREAS, Rabbi Herman E. Schaalman of Emanuel Congregation on Chicago's great north side is entering his fiftieth year as an outstanding spiritual leader; and

WHEREAS, Rabbi Herman E. Schaalman has been affiliated with Emanuel Congregation for thirty-five of those years, providing inspiration and counsel to untold thousands of grateful members; and

WHEREAS, A native of Munich, Germany, Rabbi Schaalman was cited as one of Chicago's most notable foreign-born citizens by the Immigrants' Service League. After serving Temple Judah of Cedar Rapids, Iowa, from 1941 to 1949, Rabbi Schaalman became Director of the Chicago and Midwest Regions of the Union of American Hebrew Congregations, and then came to Emanuel Congregation; and

WHEREAS, Widely published and an expert in interfaith relations, Rabbi Herman E. Schaalman holds a resident lectureship at Garrett Evangelical Theological Seminary in Evanston as well as Chicago Theological Seminary. He also lectures at many other college campuses. He has served as President

of several key organizations, including the Central Conference of American Rabbis, the Chicago Board of Rabbis and the Council of Religious Leaders of the City of Metropolitan Chicago. In addition to these and many other such activities, Rabbi Schaalman is a member of the City of Chicago Commission on Human Relations, adding exemplary public service to his impressive and inspiring career; and

WHEREAS, The leaders of this great City owe immense gratitude to this outstanding citizen who has shared his wondrous rabbinic life with so many Chicagoans and with many others as well; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of November, 1990, A.D., do hereby honor Rabbi Herman E. Schaalman of Emanuel Congregation as he enters his fiftieth year in the service of mankind, and extend to this towering citizen our very best wishes for many more years of success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Rabbi Herman E. Schaalman.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth 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
<i>ROTI</i> (1st Ward)	South Financial Place (west side) from a point 50 feet north of West Van Buren Street, to a point 60 feet north thereof -- at all times -- no exceptions (tow zone);
<i>SOLIZ</i> (25th Ward)	West 18th Street, at 1315 -- at all times -- Monday through Sunday (driveway);
<i>MELL</i> (33rd Ward)	West Irving Park Road, at 2853 -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday; West Irving Park Road, at 2919 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
<i>EISENDRATH</i> (43rd Ward)	West Willow Street (east side) at 244, north of fire hydrant -- at all times -- daily;
<i>ORR</i> (49th Ward)	West Howard Street, at 1529 -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTION ON SPECIFIED
PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way

FARY (12th Ward)

First alley west of South California Avenue, from West 38th Place to West 39th Street -- southerly;

NATARUS (42nd Ward)

West Oak Street, from North Orleans Street to North Sedgwick Street -- westerly.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF SOUTH RICHMOND STREET.

Alderman Kellam (18th Ward) presented a proposed order to repeal a previously passed ordinance which would permit the flow of traffic in both directions in the 7900 block of South Richmond Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS IN 4900
BLOCK OF NORTH LIPPS AVENUE.

Alderman Levar (45th Ward) presented a proposed order for the removal of two parking meters on the east side of North Lipps Avenue, in the 4900 block, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
STEELE (6th Ward)	East 79th Street, at 301 -- 315 -- two-hour limit -- 8:00 A.M. to 6:00 P.M. -- daily;
LEVAR (45th Ward)	West Veterans Place (north side) between North Milwaukee Avenue and North Lipps Avenue -- 15- minute limit -- at all times -- daily.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
T. EVANS (4th Ward)	East 54th Street, at 1019; East 55th Place, at 1400; East 55th Place, at 1450;
STEELE (6th Ward)	South Drexel Avenue, at 7129 (except for handicapped);

Alderman

Location And Distance

South Forest Avenue, at 9307
(except for handicapped);

SHAW (9th Ward)

South State Street, at 11821
(except for handicapped);

HUELS (11th Ward)

South Loomis Street, at 2949
(except for handicapped);

South Union Avenue, at 4206
(except for handicapped);

FARY (12th Ward)

South Hamilton Avenue, at 3641
(except for handicapped);

South Pulaski Road (east side)
from West 45th Street to
approximately 50 feet north
thereof;

South Troy Street, at 4519 (except
for handicapped);

South Winchester Avenue, at 3630
(except for handicapped);

West 46th Place, at 2501 (except
for handicapped);

MADRZYK (13th Ward)

South Menard Avenue, at 6238
(except for handicapped);

West 71st Street, at 3419 (except
for handicapped);

BURKE (14th Ward)

South Artesian Avenue, at 5244
(except for handicapped);

South Hermitage Avenue, at 4925
(except for handicapped);

Alderman

Location And Distance

South Marshfield Avenue, at 5357
(except for handicapped);

South Richmond Street, at 5949
(except for handicapped);

STREETER (17th Ward)

South Eggleston Avenue, at 7621
-- 7623 (except for handicapped);

TROUTMAN (20th Ward)

South Champlain Avenue, at 6125
(except for handicapped);

J. EVANS (21st Ward)

South LaSalle Street, at 10014
(except for handicapped);

South Lowe Avenue, at 10130
(except for handicapped);

South State Street, at 10118
(except for handicapped);

KRYSTYNIAK (23rd Ward)

South Kostner Avenue, at 5343
(except for handicapped);

GUTIERREZ (26th Ward)

North Bell Avenue, at 1306
(except for handicapped);

West Walton Street, at 2417
(except for handicapped);

BIALCZAK (30th Ward)

North Tripp Street, at 1908 (except
for handicapped);

GABINSKI (32nd Ward)

West Iowa Street, at 1833 (except
for handicapped);

North Noble Street, at 541 (except
for handicapped);

Alderman	Location And Distance
<i>MELL</i> (33rd Ward)	North St. Louis Avenue, at 2450 (except for handicapped); North Talman Avenue, at 2447 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Pontiac Avenue, at 3719 (except for handicapped);
<i>GILES</i> (37th Ward)	North Leamington Avenue, at 731 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North McVicker Avenue, at 4133 (except for handicapped); West Patterson Avenue, at 6124 (except for handicapped);
<i>NATARUS</i> (42nd Ward)	North Wells Street, at 930, from a point 30 feet south of West Walton Street, to a point 50 feet south thereof;
<i>LEVAR</i> (45th Ward)	North Lamon Avenue, at 4216 (except for handicapped); North Leamington Avenue, at 5320 (except for handicapped);
<i>SCHULTER</i> (47th Ward)	North Damen Avenue, at 4829 (except for handicapped);
<i>STONE</i> (50th Ward)	North Whipple Street, at 6736 (except for handicapped).

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
DURING SPECIFIED HOURS ON PORTION OF
NORTH HONORE STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to discontinue the parking prohibition in effect from 8:00 A.M. to 4:00 P.M. on all school days along the east side of North Honore Street, from West Cortland Street to the first alley north thereof, 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
DIXON (8th Ward)	South Chappel Avenue (both sides) in the 8900 block -- at all times;
FARY (12th Ward)	West 48th Street (north side) from South Western Avenue to South Campbell Street -- at all times -- daily;
KRYSTYNIAK (23rd Ward)	West 60th Street (both sides) between South Merrimac Avenue and South Mobile Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
BIALCZAK (30th Ward)	North Mango Avenue, in the 2100 block -- at all times; North Major Avenue, in the 2100 block -- at all times;

Alderman

Location, Distance And Time

North Monitor Avenue (both sides)
in the 2100 block -- at all times;

North Parkside Avenue, in the
2024 through 2100 blocks -- at all
times;

GABINSKI (32nd Ward)

West Beach Street (both sides) in
the 1600 block -- at all times;

MELL (33rd Ward)

North Rockwell Street, in the 2800
block -- at all times;

CULLERTON (38th Ward)

North Mango Avenue (both sides)
between West Irving Park Road
and North Belle Plaine Avenue --
at all times.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES ON PORTIONS OF WEST 79TH PLACE AND
SOUTH SPRINGFIELD AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to establish residential permit parking zones at specified locations, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

West 79th Place (south side) from 3801 to 3857;

West 79th Place (north side) from 3800 to 3856;

South Springfield Avenue (east side) from West 79th Place to the first alley north thereof;

South Springfield Avenue (east side) from West 79th Place to the first alley south thereof.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED RESIDENTIAL PERMIT
PARKING ZONE ON PORTION OF
WEST CARMEN AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West Carmen Avenue (both sides) from 5200 to 5300 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday" relative to the residential permit parking zone on a portion of West Carmen Avenue and inserting in lieu thereof: "West Carmen Avenue (north side) from 5200 to 5300 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED RESIDENTIAL PERMIT
PARKING ZONE ON PORTION OF
NORTH NORMANDY AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "North Normandy Avenue (west side) from 2700 to 2752 -- at all times -- Zone 255" relative to the residential permit parking zone on a portion of North Normandy Avenue and inserting in lieu thereof: "North Normandy Avenue (west side) from 2700 to 2752 -- 8:00 A.M. to 6:00 P.M. -- all days -- Zone 255", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING ON PORTION OF WEST 28TH PLACE.

Alderman Huels (11th Ward) presented a proposed ordinance to designate as a service drive and permit diagonal parking on the north side of West 28th Place, between South Wallace Street and South Normal Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
DIAGONAL PARKING ON PORTION OF
NORTH MONT CLARE AVENUE.

Alderman Pucinski (41st Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the establishment of diagonal parking on the east side of North Mont Clare Avenue, from West Higgins Avenue to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
ROTI (1st Ward)	West Jackson Boulevard (north side) between the Chicago River and South Canal Street -- no exceptions;
CULLERTON (38th Ward)	West Irving Park Road (north side) from North Oak Park Avenue to North Harlem Avenue -- no exceptions;
LEVAR (45th Ward)	North Lipps Avenue (both sides) from a point on West Ainslie Street to West Veteran's Place.

Referred -- INSTALLATION OF TRAFFIC CONTROL
SIGNALS AT SPECIFIED 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 And Signal
<i>FARY</i> (12th Ward)	West 47th Street, at South Homan Avenue;
<i>BANKS</i> (36th Ward)	West Belmont Avenue and North Nashville Avenue;
<i>LEVAR</i> (45th Ward)	West Veteran's Place, at North Milwaukee Avenue -- "No Left Turn".

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SPECIFIED 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>RUSH</i> (2nd Ward)	South Langley Avenue and East Pershing Road -- "Two-Way Stop";
<i>T. EVANS</i> (4th Ward)	East 55th Place, at 1450 -- "Merge";

Alderman	Location And Type Of Sign
<i>BLOOM</i> (5th Ward)	South Exchange Avenue, at East 72nd Street -- "Stop";
<i>STEELE</i> (6th Ward)	South St. Lawrence Avenue and East 79th Street -- "No Loitering"; East 83rd Street, at South Michigan Avenue -- "Stop"; East 85th Street and South Langley Avenue -- "Stop";
<i>FARY</i> (12th Ward)	South St. Louis Avenue, at West 47th Place -- "Stop"; West 47th Place and South Christiana Avenue -- "Four-Way Stop"; West 48th Place, at South Christiana Avenue -- "Stop"; West 48th Place, at South St. Louis Avenue -- "Stop";
<i>MADRZYK</i> (13th Ward)	West 60th Street and South Central Park Avenue -- "Stop"; West 68th Street and South Kedvale Avenue -- "Stop";
<i>KELLAM</i> (18th Ward)	South Christiana Avenue, at 7934 -- "Handicapped Parking";
<i>SHEAHAN</i> (19th Ward)	South Wood Street, from West 104th Street to West 104th Place -- "No Parking"; West 107th Street and South St. Louis Avenue -- "Two-Way Stop";

Alderman

Location And Type Of Sign

J. EVANS (21st Ward)

West 94th Street and South Peoria Street -- "Two-Way Stop";

KRYSTYNIAK (23rd Ward)

West 64th Street and South Meade Avenue -- "Four-Way Stop";

SOLIZ (25th Ward)

West Washburne Avenue and South Hoyne Avenue -- "Four-Way Stop";

West Washburne Avenue and South Leavitt Street -- "Four-Way Stop";

West 13th Street and South Hoyne Avenue -- "Four-Way Stop";

West 13th Street and South Leavitt Street -- "Four-Way Stop";

BIALCZAK (30th Ward)

West Deming Place, at North Laverne Avenue -- "Stop";

MELL (33rd Ward)

North Francisco Avenue, at West Barry Avenue -- "Stop";

AUSTIN (34th Ward)

South Yale Avenue, at West 117th Street -- "Stop";

BANKS (36th Ward)

West School Street and North Pittsburgh Avenue -- "Three-Way Stop";

West Wrightwood Avenue, at North Newcastle Avenue -- "Stop";

CULLERTON (38th Ward)

West Berteau Avenue and North Parkside Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
	West Dakin Street and North Meade Avenue -- "Three-Way Stop";
LAURINO (39th Ward)	North Kildare Avenue and West Lawrence Avenue -- "Stop";
PUCINSKI (41st Ward)	North Olcott Avenue and West Birchwood Avenue -- "Four-Way Stop";
NATARUS (42nd Ward)	North St. Claire Street, at East Lower North Water Street -- "Stop";
ORR (49th Ward)	North Ashland Avenue, at West Rogers Avenue -- "Stop".

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT
LIMITATION FOR VEHICLES ON
SPECIFIED STREETS.

Alderman Dixon (8th Ward) presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Avalon Avenue, in the 9500 through 9900 blocks (east/west and north/south);

South Dobson Avenue, in the 9500 through 9900 blocks (east/west and north/south);

South Greenwood Avenue, in the 9500 through 9900 blocks (east/west and north/south);

South University Avenue, in the 9500 through 9900 blocks (east/west and north/south); and

South Woodlawn Avenue, in the 9500 through 9900 blocks (east/west and north/south).

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented fifteen 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 SHAW (9th Ward):

To classify as an R2 Single-Family Residence District instead of an M3-3 Heavy Manufacturing District the area shown on Map No. 30-E bounded by:

a line 300 feet south of East 121st Street; the westerly right-of-way line of the Illinois Central Railroad; East 127th Street; South Indiana Avenue or the line thereof if extended where no street exists; East 123rd Street; and South Indiana Avenue.

BY ALDERMAN STREETER (17th Ward):

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 18-G bounded by:

a line 326.21 feet north of and parallel to West 76th Street; the alley next east of and parallel to South Racine Avenue; a line 86.21 feet north of and parallel to West 76th Street; and South Racine Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

To classify as a B4-2 Restricted Service District instead of an R5 General Residence District the area shown on Map No. 14-D bounded by:

a line 213.45 feet south of and parallel to East 61st Street; the alley next east of and parallel to South University Avenue; a line 298.45 feet south of and parallel to East 61st Street; and South University Avenue.

BY ALDERMAN BANKS (36th Ward):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 7-M bounded by:

West Diversey Avenue; a line 82.36 feet west of North Moody Avenue; the alley next south of and parallel to West Diversey Avenue; and a line 132.37 feet east of North Melvina Avenue.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 11-H bounded by:

a line 92 feet north of West Montrose Avenue; North Damen Avenue; West Montrose Avenue; and the alley next west of and parallel to North Damen Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-H bounded by:

West Ainslie Street; North Ashland Avenue; a line 142 feet north of West Lawrence Avenue; and the alley next west of and parallel to North Ashland Avenue.

BY ALDERMAN ORR (49th Ward):

To classify as a B4-2 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map No. 17-G bounded by:

a line 106 feet north of West Albion Avenue; North Sheridan Road; the northerly right-of-way line of the C.T.A.; and the alley next west of and parallel to North Sheridan Road.

To classify as an R4 General Residence District instead of a B2-4 Restricted Retail District the area shown on Map No. 17-G bounded by:

West Columbia Avenue; the alley next east of and parallel to North Sheridan Road; the alley next north of and parallel to West Albion Avenue; the alley next east of and parallel to North Sheridan Road; West Albion Avenue; and North Sheridan Road.

To classify as an R4 General Residence District instead of a B4-4 Restricted Service District the area shown on Map No. 17-G bounded by:

West Columbia Avenue; North Sheridan Road; a line 106 feet north of West Albion Avenue; and the alley next west of and parallel to North Sheridan Road.

To classify as a B4-2 General Service District instead of a B4-4 General Service District the area shown on Map No. 17-G bounded by:

a line 100 feet north of West Columbia Avenue; North Sheridan Road; West Columbia Avenue; and the alley next west of and parallel to North Sheridan Road.

To classify as an R4 General Residence District instead of a B4-4 Restricted Service District the area shown on Map No. 17-G bounded by:

West Farwell Avenue; North Sheridan Road; a line 150 feet south of West Farwell Avenue; and the alley next west of and parallel to North Sheridan Road.

To classify as a B2-2 Restricted Retail District instead of a B4-4 Restricted Service District the area shown on Map No. 17-G bounded by:

a line 150 feet south of West Farwell Avenue; North Sheridan Road; a line 100 feet north of West Columbia Avenue; and the alley next west of and parallel to North Sheridan Road.

To classify as a B4-1 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map No. 17-G bounded by:

West Morse Avenue; the alley next east of and parallel to North Sheridan Road; a line 146 feet south of West Morse Avenue (as measured from the easterly line of North Sheridan Road); and North Sheridan Road.

To classify as a B2-2 Restricted Retail District instead of a B2-4 Restricted Retail District the area shown on Map No. 17-G bounded by:

a line 106 feet south of West Pratt Boulevard; the alley next east of and parallel to North Sheridan Road; West Columbia Avenue; and North Sheridan Road.

To classify as an R4 General Residence District instead of a B4-4 Restricted Service District the area shown on Map No. 17-G bounded by:

West Touhy Avenue; North Sheridan Road; West Estes Avenue; and the alley next west of and parallel to North Sheridan Road.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented thirty-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

RUSH (2nd Ward)3100 South Dr. Martin Luther King,
Jr. Drive Condominium
Association (3);*TILLMAN* (3rd Ward)

Mr. Peter Landry;

T. EVANS (4th Ward)

Mr. Robert C. Denne;

BLOOM (5th Ward)6737 -- 6739 South East End
Condominium Association (3);*DIXON* (8th Ward)

Ms. Correan Hill;

KELLAM (18th Ward)

Ms. Donna Lynn Murray;

DAVIS (29th Ward)

Mr. James Johnson;

BIALCZAK (30th Ward)

Ms. Carmelo Mattas;

GABINSKI (32nd Ward)

Ms. Helen Koutnik;

KOTLARZ (35th Ward)

Ms. Mary Ann J. Fiodaliso;

BANKS (36th Ward)

Ms. Carole Christine Kuklinski;

CULLERTON (38th Ward)

Heather Terrace Condominium;

LAURINO (39th Ward)

Mr. James R. Kunzer;

NATARUS (42nd Ward)LaSalle Terrace Condominium
Association;

Alderman

Claimant

EISENDRATH (43rd Ward)

North Park Tower Cooperative;
2007 Sedgwick Condominium;
2020 Lincoln Park West
Condominium Association;

HANSEN (44th Ward)

Victorian Lane Condominium
Association;

SHILLER (46th Ward)

Pine Grove Place, Incorporated;

M. SMITH (48th Ward)

The Statesman Condominium
Association;

ORR (49th Ward)

Chateau Le Mans Condos;
Dunbar's Estes Court Condominium;
North Shore Condominium
Association;
Tudor Commons Condominium
Association;
1236 -- 1240 North Farwell
Condominium;

STONE (50th Ward)

Albany Condominium;
Ms. Carleen Lorys;
7540 Ridge House Condominium
Association (2).

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 FOR VACATION OF PORTIONS OF
WEST ARCADE PLACE AND PUBLIC ALLEY BOUNDED
BY WEST RUNDALL PLACE, WEST ARCADE PLACE,
SOUTH ABERDEEN STREET AND SOUTH
MORGAN STREET.**

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 492 feet of that part of West Arcade Place east of South Aberdeen Street together with the south 80 feet of the north-south 18-foot public alley in the block bounded by West Rundell Place, West Arcade Place, South Aberdeen Street and South Morgan Street for Carmichael Properties (No. 17-1-90-1549); 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* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone --
49.

Nays -- None.

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

Referred -- APPROVAL OF PLAT OF DEARBORN PRAIRIE
TOWNHOMES, PHASE 2 FIRST RESUBDIVISION,
ON PORTION OF SOUTH CLARK STREET
NORTH OF WEST 15TH STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Dearborn Prairie Townhomes, Phase 2 First Resubdivision, located on the east side of South Clark Street north of West 15th Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the applicants listed, for the maintenance and use of existing canopies attached to the specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

DePaul University -- for one canopy at 243 South Wabash Avenue;

K & K Footwear, Inc. -- for one canopy at 144 South Wabash Avenue; and

Wabash Randolph, Inc., doing business as Jacobs Bros. Bagels -- for four canopies at 58 East Randolph Street.

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND
ON SOUTHWEST CORNER OF EAST MADISON STREET
AND SOUTH WABASH AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Parikh Chetan for the operation of a newsstand on the southwest corner of East Madison Street and South Wabash Avenue on a daily basis, in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- AMENDMENT TO 1991 ANNUAL APPROPRIATION
ORDINANCE, AS AMENDED, WITHIN
DEPARTMENT OF HEALTH.

A proposed ordinance to amend the 1991 Annual Appropriation Ordinance, as amended, within the Department of Health, for the Mid-South Mental Health Center, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN T. EVANS (4th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 4807 -- 4809 South St. Lawrence Avenue is so deteriorated and weakened that it 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 building located at 4807 -- 4809 South St. Lawrence Avenue is declared a public nuisance and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman T. Evans 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 T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Referred -- HONORARY DESIGNATION OF PORTION OF EAST 44TH STREET AS "DR. JAMES B. STOVALL DRIVE".

Also, a proposed ordinance directing the Commissioner of Public Works to designate that part of East 44th Street, between South Evans Avenue and South Cottage Grove Avenue, as "Dr. James B. Stovall Drive", which was *Referred to the Committee on Streets and Alleys*.

Referred -- **CONSIDERATION FOR PLACEMENT OF TRASH
CONTAINERS ON SPECIFIED CORNERS OF EAST
53RD AND EAST 55TH STREETS.**

Also, a proposed order directing the Commissioner of Public Works to give consideration to the placement of trash containers, by the Hyde Park Development Corporation and the City of Chicago, on each corner of the intersections of East 53rd Street, from South Woodlawn Avenue to South Hyde Park Avenue, and on each corner of the intersections of East 55th Street, from South Lake Park Avenue to South Hyde Park Avenue, and to waive the license fee therefor, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- **AMENDMENT OF 1991 ANNUAL APPROPRIATION
ORDINANCE, AS AMENDED, BY ADDITION OF NEW
SECTION 14 TO REQUIRE SPECIFIED USE
OF ALL TAX REACTIVATION
PROGRAM FUNDS.**

A proposed ordinance reading as follows:

SECTION 1. The Annual Appropriation Ordinance for the Year 1991 is amended to add a new Section 14, as follows:

Section 14. Where funds are appropriated herein from Anticipated Revenues from Tax Reactivation Program, all funds received from the Tax Reactivation Program shall be used for the purposes specified, regardless of the amounts specifically appropriated.

Alderman Bloom moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen T. Evans, Bloom, Beavers, Dixon, Shaw, Carter, Langford, Streeter, Troutman, J. Evans, Garcia, E. Smith, Figueroa, Giles, Eisendrath, Hansen, Shiller -- 17.

Nays -- Aldermen Roti, Huels, Fary, Madrzyk, Burke, Kellam, Krystyniak, Soliz, Gutierrez, Bialczak, Gabinski, Mell, Austin, Banks, Cullerton, Laurino, Pucinski, Natarus, Levar, Schulter, M. Smith, Stone -- 22.

Thereupon, on motion of Alderman Bloom, the said proposed ordinance was Referred to the Committee on the Budget and Government Operations.

Referred -- EXEMPTION OF UNIVERSITY OF CHICAGO
AND UNIVERSITY OF CHICAGO HOSPITALS
FROM ALL 1991 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

Also, two proposed ordinances providing inclusive exemptions from all 1991 city fees to the organizations listed below under their individual not-for-profit status, which were *Referred to the Committee on Finance*, as follows:

University of Chicago; and

University of Chicago Hospitals.

Referred -- ISSUANCE OF PERMITS TO HYDE PARK-KENWOOD
DEVELOPMENT CORPORATION TO ESTABLISH
PERMANENT WASTE RECEPTACLES
AT SPECIFIED LOCATIONS.

Also, a proposed ordinance directing the Commissioner of Streets and Sanitation to issue free permits to the Hyde Park-Kenwood Development Corporation to establish permanent waste receptacles at the locations specified, which was *Referred to the Committee on Streets and Alleys*, as follows:

Southeast corner of East 53rd Street and South Hyde Park Boulevard;

1605 East 53rd Street;

1603 East 55th Street;

Northeast and northwest corners of East 55th Street and South Cornell Avenue;

Southeast and southwest corners of East 55th Street and South Cornell Avenue; and

Northwest corner of East 55th Street and South Hyde Park Boulevard.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- **REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY SOUTH
CHICAGO COMMUNITY HOSPITAL.**

A proposed ordinance requiring South Chicago Community Hospital to pay a ten dollar license fee, pursuant to Municipal Code Chapter 173, Section 173-6, for each of the special police employed at 2320 East 93rd Street, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- **AMENDMENT OF 1991 ANNUAL APPROPRIATION
ORDINANCE, AS AMENDED, WITHIN DEPARTMENT
OF GENERAL SERVICES.**

A proposed ordinance to amend the 1991 Annual Appropriation Ordinance, as amended, within various divisions of the Department of General Services, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- EXPRESSION OF CENSURE OF MR. MICHAEL MC CASKEY
AND CHICAGO BEARS FOOTBALL ORGANIZATION
FOR RESPONSE TO INACTION ON
PROPOSED STADIUM.

A proposed resolution criticizing the contemplated expenditure of public funds for a domed stadium (commonly referred to as McDome) and censuring Mr. Michael McCaskey and the Chicago Bears Football organization for responding to inaction on said stadium by renewing speculation as to the advisability of removing the team from the City of Chicago, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN FARY (12th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST 46TH STREET FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Donna Myles, Hearst School, to close to traffic that part of West 46th Street, from South Lamon Avenue to South Laverne Avenue, from 2:15 P.M. to 2:50 P.M. for school purposes, during the 1990 -- 1991 school year, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN CARTER (15th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6336 SOUTH ASHLAND AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Sure Light Service Company to erect a sign/signboard at 6336 South Ashland Avenue for McDonald's, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- GRANT OF PRIVILEGE TO HANSEN-STERLING DRUM
COMPANY, INC. TO MAINTAIN MANHOLE/SAMPLE
BASIN IN SIDEWALK ADJACENT TO 610
WEST 81ST STREET.

A proposed ordinance to grant permission and authority to Hansen-Sterling Drum Company, Inc., to maintain and use a manhole/sample basin in the public sidewalk adjacent to 610 West 81st Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN KELLAM (18th Ward):

COMMEMORATION OF MOTHER ROSE MEATCHEM FOR
FORTY-ONE YEARS OF COMMUNITY SERVICE
AS FOUNDER AND DIRECTOR OF
MEATCHEM YOUTH CENTER.

A proposed resolution reading as follows:

WHEREAS, Mother Rose Meatchem was the founder and director of the Meatchem Youth Center at 1458 West 87th Street; and

WHEREAS, Mother Rose Meatchem served and cared for children for over forty-one years and helped these children go on to be successful in life; and

WHEREAS, Mother Rose Meatchem ran her Youth Center with volunteer workers and donations from the community and Youth Center alumni; and

WHEREAS, Mother Rose Meatchem passed away on March 30, 1990, at the age of seventy-nine; and

WHEREAS, Mother Rose Meatchem's spirit and presence will be dearly missed by her many friends and the children in the community; and

WHEREAS, The City of Chicago will rename South Laflin Avenue at West 87th Street "Mother Rose Meatchem Drive"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, salute Mother Rose Meatchem for her work and community service and wish her spirit lives on in the children whose lives she has touched.

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, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Referred -- HONORARY DESIGNATION OF NORTHEAST
CORNER OF WEST 87TH STREET AND
SOUTH LAFLIN AVENUE AS
"MOTHER ROSE MEACHEM
DRIVE".

Also, a proposed order directing the Commissioner of Public Works to designate the northeast corner of West 87th Street and South Laflin Avenue (1458 West 87th Street) as "Mother Rose Meatchem Drive", which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 9301 SOUTH WESTERN AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Awnco, Inc. to maintain and use one canopy attached to the building or structure at 9301 South Western Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
DEPRESSED CURBING AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to give consideration to the establishment of depressed curbing at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

10200 South Talman Avenue; and

10200 South Washtenaw Avenue.

Presented By

ALDERMAN TROUTMAN (20th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 855 East 63rd Street, Maryland Theater, is so deteriorated and weakened that it 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 building located at 855 East 63rd Street is declared a public nuisance and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Troutman 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 Troutman, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTIONS
020(d) AND 020(e) OF MUNICIPAL CODE OF CHICAGO
BY DISALLOWING ISSUANCE OF NEW LIQUOR
AND PACKAGED GOODS LICENSES
WITHIN SPECIFIED AREAS OF
TWENTIETH WARD.

Also, a proposed ordinance to amend Title 4, Chapter 172, Sections 020(d) and 020(e) of the Municipal Code of Chicago by addition of new paragraphs 020(d)-19 and 020(e)-7 which would disallow the issuance of new liquor and packaged goods licenses within specified areas of the twentieth ward, which was *Referred to the Committee on License*.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH
AUTHORIZED GRANT OF PRIVILEGE
TO CABLEVISION OF
CHICAGO.

A proposed ordinance to amend an ordinance passed by the City Council on September 12, 1990 (Council Journal page 20587) which authorized a grant of privilege to Cablevision of Chicago by striking therefrom the compensation sum of "Twenty-one Thousand One Hundred Fifty and no/100 Dollars (\$21,150.00) per annum" and inserting in lieu thereof the compensation sum of "Seven Thousand Six Hundred Forty-two and no/100 Dollars (\$7,642.00) per annum"; and furthermore, to include within Section 1 the language "7,492 lineal feet of cable is under the public right-of-way", which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Thomas Kaczkowski -- 5153 South Leclaire Avenue;

Mr. Robert and Ms. Rosann Kazmierski -- 5160 South Laporte Avenue;
and

Mr. Donald Melka -- 4920 South La Crosse Avenue.

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred -- AMENDMENT OF YEAR XVII COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE,
AS AMENDED, TO PROVIDE FUNDING
FOR LATIN AMERICAN
TASK FORCE.

Two proposed ordinances to amend the Year XVII Community Development Block Grant Ordinance, as amended, to provide funding under specified city departments for the Latin American Task Force, which were *Referred to the Committee on the Budget and Government Operations*, as follows:

Department of Housing; and

Mayor's Office of Employment and Training.

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 271
TO PROHIBIT ADVERTISING OF ALCOHOLIC OR
TOBACCO PRODUCTS WITHIN VICINITY
OF EDUCATIONAL FACILITIES
OR INSTITUTIONS.

Also, a proposed ordinance to amend Title 8, Chapter 4 of the Municipal Code of Chicago by the addition of a new section, to be known as Section 271 which would prohibit the advertising of any alcoholic or tobacco products upon a sign, billboard, poster, notice or placard, on or off the public way, within 1,000 feet of any educational building, facility or institution, which was *Referred to the Committee on Finance*.

Referred -- CHICAGO BOARD OF EDUCATION URGED TO
FILL SOCCER COORDINATOR POSITION AND TO
ESTABLISH AND PROMOTE CITYWIDE
SOCCER PROGRAM IN PUBLIC
SCHOOLS.

Also, a proposed resolution urging the Chicago Board of Education to fill the Soccer Coordinator position and to establish and promote a citywide soccer program in its public school system, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- EXECUTION OF STIPULATION AGREEMENT WITH
MR. MOHAMMED ALI YUSUF FOR DEMOLITION OF
PREMISES AND CONVEYANCE OF PROPERTY
AT 1531 -- 1539 NORTH CALIFORNIA AVENUE.

A proposed ordinance to authorize the Corporation Counsel to enter into and execute a stipulation agreement with Mr. Mohammed Ali Yusuf for the demolition of the premises at 1531 -- 1539 North California Avenue as provision for the conveyance of the property thereof, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BUTLER (27th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC
ALLEYS IN BLOCK BOUNDED BY WEST WASHINGTON
BOULEVARD, WEST MADISON STREET, NORTH
OGDEN AVENUE AND NORTH
BISHOP STREET.

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 northeasterly-southwesterly and the east-west public alleys lying west of a line 137 feet west of and parallel to the west line of North Bishop Street in the block bounded by West Washington Boulevard, West Madison Street, North Ogden Avenue and North Bishop Street for the Salvation Army (Metropolitan Division) (No. 8-27-90-1459); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Butler 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 Butler, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Referred -- WAIVER OF DEMOLITION LIENS AND OUTSTANDING
CITY FEES FOR VACANT LOTS TO BE PURCHASED
BY INTERFAITH ORGANIZATION PROJECT FOR
DEVELOPMENT OF AFFORDABLE HOUSING.

Also, a proposed ordinance to waive any outstanding fees and pending liens against certain city-held vacant lots to be conveyed to the Interfaith Organization Project for the sum of \$1.00 per parcel and to be developed as affordable housing for low- and moderate-income persons and families, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

Referred -- APPROVAL OF PROPERTY AT 1930
WEST HUBBARD STREET AS CLASS 6(b)
AND ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.

Also, a proposed resolution to approve the property at 1930 West Hubbard Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Economic Development.*

Presented By

ALDERMAN FIGUEROA (31st Ward):

Referred -- PERMISSION TO HOLD BUYER FLEA MART
SIDEWALK SALES ON PORTION OF
WEST HADDON AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Buyer Flea Mart to hold sidewalk sales on that part of West Haddon Avenue, from 4500 to 4550, during each weekend of December, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- TRANSFER OF FUNDS FOR YEAR 1990 WITHIN
COMMITTEE ON COMMITTEES, RULES AND ETHICS.

A proposed ordinance to transfer funds for year 1990 within the Committee on Committees, Rules and Ethics, from the General Store Revolving Fund to Personal Services, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- REPROGRAMMING OF PREVIOUS YEARS' COMMUNITY
DEVELOPMENT BLOCK GRANT SALVAGE FUNDS
TO INVISIBLE HANDICAP LEARNING
DISABILITIES PROGRAM.

A proposed ordinance to reprogram \$85,500 from prior years' Community Development Block Grant salvage funds to the Invisible Handicap Learning Disabilities Program, operated by the Tikvah Institute for Childhood Learning Disabilities, under the Department of Disabilities, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- REDUCTION IN ANNUAL LICENSE FEE
FOR SPECIAL POLICE EMPLOYED BY
NORTHWESTERN MEMORIAL
HOSPITAL.

Also, a proposed ordinance requiring Northwestern Memorial Hospital to pay a ten dollar license fee for each of the special police employed at the premises located at East Superior Street and North Fairbanks Court, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF ORDINANCE OF WHICH
ESTABLISHED TAXICAB STAND
NUMBER 519.

Also, a proposed ordinance to amend an ordinance passed by the City Council on July 27, 1983 (Council Journal of Proceedings page 888) which established Taxicab Stand No. 519 on portion of North Kingsbury Street, by striking therefrom the language "beginning 10 feet west of the first driveway north of West Kinzie Street extending 140 feet north thereof, 7 vehicles" and inserting in lieu thereof the language "along the west curb from a point 10 feet

north of the first driveway to a point 100 feet north thereof, 5 vehicles", which was *Referred to the Committee on Local Transportation.*

Referred -- EXEMPTION OF ARVEY PAPER AND OFFICE
PRODUCTS FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY.

Also, a proposed ordinance exempting Arvey Paper and Office Products from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 661 North LaSalle Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS TO ERECT SIGNS/
SIGNBOARDS AT VARIOUS LOCATIONS.

Also, eight proposed orders directing the Commissioner of Inspectional Services to issue permits to the applicants listed for the erection of signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Lite Rite Electric Company for City Properties, Incorporated -- 658 -- 660 North Wells Street, for various advertisers;

Patrick Media Group -- 500 North LaSalle Street, for Burhop's Restaurant;

Scadron Outdoor Advertising -- 215 West Chicago Avenue, for various advertisers;

Scadron Outdoor Advertising -- 101 West Grand Avenue, for various advertisers;

Scadron Outdoor Advertising -- 54 West Hubbard Street, for various advertisers;

Scadron Outdoor Advertising -- 154 West Hubbard Street, for various advertisers;

Scadron Outdoor Advertising -- 148 West Huron Street, for various advertisers; and

Scadron Outdoor Advertising -- 350 West Ontario Street, for various advertisers.

Referred -- ISSUANCE OF PERMITS FOR INSTALLATION
OF PLANTER AT 45 EAST BELLEVUE PLACE.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to Andersen Masonry for the installation of a planter on the public way adjacent to 45 East Bellevue Place, 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 ROTI (1st Ward):

Roosevelt University -- remodeling of ground floor on the premises known as 430 South Michigan Avenue.

BY ALDERMAN BLOOM (5th Ward):

Step, Incorporated -- repairs to existing structure on the premises known as 6740 South South Shore Drive.

BY ALDERMAN FIGUEROA (31st Ward):

Chicago Board of Education -- construction of a school building on the premises known as 1841 North Springfield Avenue.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital and Health Care Center -- renovation of 11 West nursing unit on the premises known as 2900 North Lake Shore Drive.

BY ALDERMAN STONE (50th Ward):

Congregation Ezras Israel -- installation of an additional elevator shaft enclosure on the premises known as 7001 North California Avenue.

LICENSE FEE EXEMPTIONS:**BY ALDERMAN ROTI (1st Ward):**

Mercy Hospital and Medical Center, Stevenson Expressway at Dr. Martin Luther King, Jr. Drive.

Saint Cabrini Hospital, 811 Lytle Street.

BY ALDERMAN BLOOM (5th Ward):

Lakeview Living Center, 7270 South South Shore Drive.

BY ALDERMAN SHAW (9th Ward):

Altgeld Gardens Nursery School, 941 East 132nd Street (2).

BY ALDERMAN FARY (12th Ward):

Five Holy Martyrs School, 4325 South Richmond Street.

Immaculate Conception School, 4420 South Fairfield Avenue.

BY ALDERMAN BURKE (14th Ward):

Saint Simon School, 5157 South California Avenue.

BY ALDERMAN SOLIZ (25th Ward):

Mount Sinai Hospital Medical Center, South California Avenue at West 15th Street.

Schwab Rehabilitation Center, 1401 South California Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center, 2233 West Division Street (5).

BY ALDERMAN BANKS (36th Ward):

Bethesda Home and Retirement Center, 2833 North Nordica Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Saint Mary of Providence Intermediate Care for the Development of the Handicapped, 4200 North Austin Avenue.

BY ALDERMAN LAURINO (39th Ward):

Association of Jewish Blind of Chicago, 3525 West Foster Avenue.

Feinhandler Preschool of Congregation Shaare Tikvah, 5800 North Kimball Avenue.

North Park Church Nursery School, 5250 North Christiana Avenue.

Sauganash School for the Young Years, 4600 West Peterson Avenue (2).

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Medical Center, 7435 West Talcott Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Warren N. Barr Pavillion (Illinois Masonic Medical Center), 66 West Oak Street.

BY ALDERMAN HANSEN (44th Ward):

Illinois Masonic Medical Center, 836 West Wellington Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Martha Washington Hospital, 4055 North Western Avenue.

Ravenswood Hospital and Medical Center, 4550 North Winchester Avenue.

BY ALDERMAN ORR (49th Ward):

Augustana Center/Skilled Nursing Facility, 7464 North Sheridan Road.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BLOOM (5th Ward):

Vivekananda Vedanta Society, 5419 South Hyde Park Boulevard -- annual boiler and fuel burning equipment inspection fee.

BY ALDERMAN HUELS (11th Ward):

Benton Community Settlement, 3052 South Gratten Avenue -- annual building inspection fee.

BY ALDERMAN KELLAM (18th Ward):

Chicago Association for Retarded Citizens, 2132 West 82nd Place -- annual driveway maintenance inspection fee.

BY ALDERMAN SHEAHAN (19th Ward):

Ridge Historical Society, 10621 South Seeley Avenue -- annual building inspection fee (2).

Washington and Jane Smith Home, 2340 West 113th Place -- annual mechanical ventilation inspection fee.

BY ALDERMAN BUTLER (27th Ward):

Chicago Boys Club, various locations -- annual building inspection fees and annual heating system inspection fee (3).

BY ALDERMAN DAVIS (29th Ward):

Austin Messiah Evangelical Lutheran Church, 900 North Waller Avenue -- annual building inspection fee.

Mount Olive Church, 5733 and 5743 West Chicago Avenue -- annual building inspection fee, annual sign inspection fees and annual driveway maintenance inspection fee (4).

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of the Angels Church, 1810 North Hermitage Avenue -- annual refrigeration system inspection fee.

BY ALDERMAN PUCINSKI (41st Ward):

Mutual Aid Association of the Polish American Congress, 5844 North Milwaukee Avenue -- annual building inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Latin School of Chicago, 59 West North Avenue -- semi-annual elevator inspection fee.

Northwestern University, various locations -- boiler and unfired pressure vessels inspection fees, annual building inspection fees, semi-annual elevator inspection fee, annual public place of assembly inspection fee and "No Parking" signs inspection fee (5).

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital, 550 West Webster Avenue -- internal boiler inspection fee .

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue -- annual refrigeration system inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

Christian Church, 2800 East 79th Street.

Reverend J. Rainey, 7851 South Burnham Avenue.

REFUND OF FEES:

BY ALDERMAN TROUTMAN (20th Ward):

First Presbyterian Church, 6400 South Kimbark Avenue -- refund in the amount of \$75.00.

BY ALDERMAN BUTLER (27th Ward):

Rush-Presbyterian-St. Luke's Medical Center, 1700 West Van Buren Street and 1725 West Harrison Street -- refunds in the amount of \$14,150.18 and \$25,482.11(2).

BY ALDERMAN SHILLER (46th Ward):

Hull House Association, 912 West Sheridan Road -- refund in the amount of \$75.00.

BY ALDERMAN STONE (50th Ward):

John F. Brockob, 8318 West 47th Street for Congregation Ezras Israel, 7001 North California Avenue -- refund in the amount of \$382.00.

WAIVER OF FEE.

BY ALDERMAN STEELE (6th Ward):

7900 block of South St. Lawrence Avenue -- electrical permit fees for the installation of 24 residential post lights.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (November 14, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 14, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTIONS.

(October 31, 1990).

Alderman Schulter moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, October 31, 1990, as follows:

Page 22791 -- by deleting the name "West Auto Parts" appearing in the fourth and sixth lines from the top of the page and inserting in lieu thereof the name "Westmont Auto Parts Company".

The motion to correct *Prevailed*.

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, October 31, 1990, as follows:

Page 22983 -- by deleting the names of Alderman Kellam and Alderman Sheahan from the roll call vote appearing on the twelfth through eighteenth lines from the top of the page.

The motion to correct *Prevailed*.

(September 12, 1990).

Alderman O'Connor moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, September 12, 1990 as follows:

Page 20467 -- by inserting the word "working" immediately after the word "five" appearing on the eighth line from the bottom of the page.

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

**ACCEPTANCE OF PROPOSAL FROM TNI DEVELOPMENT
CORPORATION JOINT VENTURE FOR CONSTRUCTION
OF NEW SINGLE-FAMILY HOUSING UNDER
"NEW HOMES FOR CHICAGO PROGRAM".**

On motion of Alderman Burke, the City Council took up for consideration the report of a Joint Committee, comprised of the members of the Committee on Finance and the members of the Committee on Housing, Land Acquisition, Disposition and Leases, deferred and published in the Journal of the Proceedings of November 14, 1990, pages 24575 through 24578, recommending that the City Council pass a proposed ordinance authorizing the acceptance of a proposal from TNI Development Corporation Joint Venture for construction of new single-family housing under the "New Homes for Chicago Program".

Alderman Bloom presented the following amendment:

I move to amend the ordinance authorizing the construction of up to 19 units of single-family housing by TNI Development Corporation, as follows:

Exhibit A is amended to delete any reference to the following locations:

6939 South Cornell Avenue (20-24-317-010)

6717 -- 6719 South Clyde Avenue (20-24-402-002)

On motion of Alderman Bloom, the foregoing proposed amendment was *Adopted* by a viva voce vote.

Thereupon, on motion of Alderman Bloom, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Council Journal of Proceedings, pages 17038 -- 17045), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the

construction of new homes on either privately owned lots or lots to be provided by the City; and

WHEREAS, Pursuant to the New Homes Program, selected developers may receive a subsidy up to \$20,000 per housing unit and may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The Department recommends to the City Council that it accept certain proposals for the construction of single-family housing under the New Homes Program; now, therefore,

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

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer:	TNI Development Corporation, an Illinois corporation.
Number of Units:	not to exceed 19 units.
Location:	South Shore community near the intersection of 69th Street and East End Avenue.
Amount of Subsidy per Unit:	up to \$20,000.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new homes may be constructed on those certain parcels presently owned by the City and to be conveyed to Developer as provided by the New Homes Program ("City Lots"), all as more fully described on Exhibit A attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Commissioner is further authorized to accept from Developer a mortgage and such other documents, subject to the approval of

the Corporation Counsel, as are necessary to secure the City's subsidy in this project.

SECTION 6. The Office of the Zoning Administrator of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 7. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

City Lots.

Address	P.I.N.
6907 -- 6961 South East End Avenue	20-24-318-003 through 021 and 042
1642 -- 1654 East 70th Street	20-24-317-015 and 016

MISCELLANEOUS BUSINESS.

Referred -- AMENDMENTS TO 1991 ANNUAL APPROPRIATION
ORDINANCE, AS AMENDED.

Aldermen Hansen, Bloom and Gutierrez presented two proposed amendments to the 1991 Annual Appropriation Ordinance, as amended, concerning private sector recycling and waste disposal services, which were *Referred to the Committee on the Budget and Government Operations.*

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty-eighth (28th) day of November, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fifth (5th) day of December, 1990, at 10:00 A.M., in the Council Chambers in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, December 5, 1990, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk

